ADDITIONAL GOVERNMENT CONTRACT CLAUSES

GOVERNMENT CONTRACT CLAUSES: This Order is issued under a contract with the U.S. Government, the following Federal Acquisition Regulation (FAR) and U.S. Government Agency (USG) clauses are incorporated herein by reference. If any of the clauses are not applicable by their terms they shall be self-deleting. The full text of a clause may be accessed electronically at this/these address(es):

FAR  http://www.acquisition.gov/far/
USG  Full text provided below.

Where necessary to derive proper meaning in a subcontract situation from these clauses, “Contractor” means “Seller”, “Contracting Officer” means “Buyer”, “Contract” means this Order and “Government” means “Buyer or the Government or the Sponsor or the Agency”. However, the words “Government”, “Seller”, “Agency” and “Contracting Officer” do not change: (a) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative and (b) when title to property is to be transferred directly to the Government.

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The attached CONTRACT DATA CLASSIFICATION GUIDE (CDCG) is incorporated into this contract. The CDCG is not all inclusive, but serves as a guide in connection with Contractor handling of classified materials.

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(a) Contracting Officer's Security Representatives (COSR) are the designated representatives of the Contracting Officer and derive their authorities directly from the Contracting Officer. They are responsible for certifying the Contractor's capability for handling classified material and ensuring that customer security policies and procedures are met. The COSR is the focal point for the Contractor, Contracting Officer, and CUTR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR for this contract is Mark R. and can be reached on 763-733-8941.

(b) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.

(c) The Contractor is obligated to comply with all relevant clauses and provisions into this contract and with the "Contractor Security and Security Agreement", Form 4177, and as referenced therein, the National Industrial Security Program Operating Manual (NISPOM), February 2006, and all applicable Security policies and procedures, including Director of Central Intelligence Directives (DCID). The contractor shall maintain a security program that meets the requirements of these documents.

(d) Security requirements are material conditions of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

1. All or substantially all of the Contractor's business, or

2. All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or

3. A separate and complete major industrial operation in connection with the performance of this contract.

(e) When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 30 days in which to take corrective action. If the Contractor fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

(f) When it is deemed necessary to disclose classified information to a Subcontractor in order to accomplish the purposes of this contract, the Contractor shall request permission of the Contracting Officer prior to such disclosure. The Contractor agrees to include in all subcontracts all appropriate security provisions pertaining to this contract.

(g) Classification Authority – Executive Order 12958 dated 28 March 2001, "Paragraph Amendments to Executive Order 12523, as Amended, Classified National Security Information", and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the Contractor in performance of this contract.

(h) Identification and Markings – The classification of documentation shall comply with the guidelines set forth in Executive Order 12952.

(i) In addition, each classified document shall be stamped or marked in the lower right-hand corner of the first page or on the inside front cover of bound publications, provided that the overall classification is marked on the outside cover, as follows:

   CL BY: [Cl. BY]
   CL REASON: [Reason]
   DECL ON: [Declare Date]
   DRV FROM: [Dry From]

   Declassified On: (Use the declassify date citation from the CDCG)

   Derived From: (Use the classification guidance from the CDCG, i.e., NIT S-06, OUU C-06, etc.)

(j) Each classified document shall indicate which paragraphs or, other portions, including subjects and titles, are classified and which
ADDITIONAL GOVERNMENT CONTRACT CLAUSES

are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, "(C)" for Confidential, and "(U)" for Unclassified will be placed at the beginning of the text to which it applies. Non-text portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.

(k) Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not subsequently be assigned.

(l) Downgrading and Declassification – No classified document or material provided by the Customer, or generated by the Contractor pursuant to this contract, may be downgraded or declassified unless authorized in writing by the Customer's Contracting Officer.

(m) References made to the clause entitled "Non-Publicity" – Violations of this clause constitute a major breach of contract and the contract may be terminated for default, without the requirement of a 10-day cure notice.

(n) The contractor shall report all contacts described in the NISPOM Chapter 1 Section 3-Reporting Requirements as promptly as possible, but no later than two business days after receipt of such knowledge to the contracting officer or CSSR.

(a) The Agency only conducts security screening on contractor personnel who are employees of the contractor company at the time the contractor requests a security clearance or access approval. In order to access an Agency facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

(1) "Industrial Security Approval or Access Request", Form 4311;

(2) "Questionnaire for National Security Positions", SF 86; and

(3) False Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel seeking unescorted access to Government facilities to include Government automated information systems and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an Industrial Security Staff Approval/Top Secret (ISSA/T(S)) security clearance along with any required SCI access approvals. The granting or denial of an ISSA/T(S) security access approval is based on a comparison of the results of a full field background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12986 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCDD 64 and have been incorporated by reference in Agency Regulation 10-1. Full scope polygraph examinations cover both counterintelligence (CI) and security issues to include involvement in illegal drug use and criminal activity. Full scope polygraph examinations are an integral part of ISSA/T(S) security screening.

37. 152.204-702 Security Requirements – Clearances AUG 2005

38. 152.204-703 Non-Publicity DEC 2003

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g., trade magazines, newspapers, Internet, radio, television, etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements (b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

39. 152.204-704 Request for Clause Waiver Due to Security Requirements JUL 1997

When the Contractor, in performance of the work under this contract finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or CSSR. The Contracting Officer may issue a waiver in writing to: (a) modify or rescind such security requirements, or (b) waive compliance with such security requirements.

40. 152.204-712 Personal Conduct JUL 1997

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative, or whose continued employment on the work is deemed by the Government to be contrary to the public interest. (b) The Contractor shall inform its employees that the Agency has a zero tolerance policy for harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees. (c) Exclusion under the
circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

41. 152.204-719 Notification of Issuance of Subcontracts with Any Classified Aspects APR 2013
(a) For the purpose of this clause, subcontract means a contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract, wherein any aspect of the work is classified. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
(b) The Contractor shall provide to the Contracting Officer written notice of all subcontracts issued hereunder wherein any aspect of the subcontract work, reports, hardware is classified and/or if the subcontractor has a need to know of a classified association between the Agency and the prime contractor. Notification shall be accomplished using the “Subcontractor Notification Form.” This form can be obtained from the Contracting Officer. The notice shall include (1) the name and address of the subcontractor(s), (2) a description of the supplies or services that are being acquired pursuant to the subcontract, and (3) a SF328, an OES, and a KMPL for the subcontractor and the subcontractor’s highest level domestic operational personnel organization as required by the clause entitled “Foreign Ownership, Control, or Influence” (FOCI) of this contract. Subcontractor notification shall be provided to the Contracting Officer within 14 days of entering into such subcontracts.

(1) If the Contractor provides the Contracting Officer authorization via the “Prime Subcontractor Release Form,” the Contracting Officer shall provide a “Subcontractor Status Report,” when it is available. If the subcontractor’s status is “approved,” then the FOCI documentation is not required unless it is a FOCI update.

(2) The Alternate e-FCL/e-FOCI Method of FOCI submittals and/or updates is also available for a subcontractor, but a memorandum, with e-FCL/e-FOCI retrieval information as defined in paragraph (e)(2) of the FOCI clause, must be attached to the “Subcontractor Notification Form” in lieu of the hardcopy SF 328 package.

(c) In accordance with contract clause 152.204-701, Security Requirements – General, security requirements are a material condition of this contract and any subcontracts with any classified aspects. The Contractor’s obligations under this clause are in addition to any other provision of this contract, if any, relating to subcontracting. The Contractor is responsible for ensuring that all subcontractors having access to classified information must have the necessary Agency personnel clearances. The contractor is also responsible for ensuring that subcontractors do not have FOCI concerns that would preclude the subcontractors from performing classified work (e.g., subcontractors shall be held to the same standards as the prime contractors regarding FOCI eligibility). The FOCI program conducts subcontractor reviews utilizing FOCI documentation submitted via the “Subcontractor Notification Form.”

(d) The contractor shall include a requirement in each subcontract issued under this contract wherein any aspect of the subcontract is classified. Subcontractors shall submit FOCI documentation through the prime contractor to the Contracting Officer as described in paragraph (b) above.

42. 152.204-722 Reporting and Training Requirements for ISSA/TS Approved Contractor Personnel MAY 2007
The Industrial Contractor who has staff-like (ISSA/TS) access has the following mandatory reporting and training requirements:

(a) Financial Disclosure. A Financial Disclosure Form must be completed by the cleared individual within 30 days of approval date and then every two years depending upon their last name in accordance with Agency direction.
(b) Foreign Contacts. All unofficial foreign contacts must be reported in accordance with Agency Regulation 10-31 Unofficial Contact with Foreign Nationals.
(c) Foreign Travel. All personal foreign travel must be reported in accordance with Agency Regulation 10-14 Personal Foreign Travel.
(d) Outside Activities. All contractors must report participation in outside activities as defined in Agency Regulation (AR) 10-15 Outside Activities in accordance with the procedures set forth in AR 10-15d(1).
(e) Agency information Security Course (AISC). All contractors with access to Agency Information Systems must complete annual Infospec training.
(f) Counterintelligence Training. The contractor shall complete the Sponsor’s Counterintelligence and Security (CISP) training unless s/he has completed a CISP course within the past five calendar years.

43. 152.204-723 Prohibition Against Recruiting on Agency Controlled Facilities OCT 2008
(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while on any facility owned, leased, or otherwise controlled by the Agency or to use Agency communications systems (e.g., cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor, distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of any individual by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency controlled facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract. (b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency’s Career Transition Program. (c) Denial of access to Agency controlled facilities and systems as described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

44. 152.204-727 Restrictions Against Former Sponsor Employees APR 2009
(a) Except as authorized in writing by the Contracting Officer, the Contractor shall not use any person in the direct performance of this contract who:

(1) Has resigned from employment with the Sponsor within the previous 18 months;
(2) Has been barred from performing Sponsor contracts for a period of time as a result of a recommendation from a Sponsor Advisory Board; or
(3) Was terminated from employment with the Sponsor.
(b) Paragraph (a) includes the use of a person as a contractor employee, subcontractor employee, consultant, independent contractor, or similar arrangement.
(c) Paragraph (a)(1) does not apply to persons who are retired from the Sponsor.
(d) The Contractor agrees to include in each subcontract a clause requiring compliance with these restrictions by the subcontractor and succeeding levels of subcontractors.
45. 152.204-729 Cleared Personnel Certification Report MAR 2009

(a) On 31 March of each year and at contract completion, the Contractor shall submit a Cleared Personnel Certification Report as detailed below.

(b) The Contractor shall submit three (3) copies of a certified report that provides an accounting of all cleared personnel, both direct and indirect, including prime and subcontractor personnel that are either assigned to or sponsored under the contract to the following:

1. One copy to the Contracting Officer;
2. One copy to the COR;
3. One copy to the following address:
   Also Riggs
   Attn: Chief/BDOT
   PO Box 1087
   Vienna, VA 22185

(c) The report shall include the following information on all cleared personnel assigned to or sponsored under the contract:

<table>
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<tr>
<th>Name</th>
<th>Security File</th>
<th>Company</th>
<th>Clearance Level</th>
<th>Date of Clearance</th>
<th>Contract Number</th>
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</thead>
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<tr>
<td>Mr. ABC</td>
<td>11111111</td>
<td>XYZ</td>
<td>SS/TS</td>
<td>No</td>
<td>06/10/2009</td>
</tr>
<tr>
<td>Ms. HCD</td>
<td>22222222</td>
<td>HU</td>
<td>SS/TS</td>
<td>Yes</td>
<td>2008-111111-400</td>
</tr>
<tr>
<td>Mr. CDE</td>
<td>33333333</td>
<td>XYZ</td>
<td>SS/TS</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

(d) Within 60 days after completion of the contract, the report shall provide disposition information for all cleared personnel. In those cases where the clearances are transferred to another contractor, the report shall indicate the contract number for the receiving contractor.

46. 152.209-701 Organizational Conflicts of Interest: General JUL 2003

(a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that would give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. On, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.

(b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the actions the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

(c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contractor", "contracting officer" modified appropriately to preserve the Government's rights.

(e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.

(f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.
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47. 152.215-700 Audit and Records – Negotiation  AUG 2004

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of records. If this is a cost-reimbursable, incentive, time-and-materials, labor-hour, or price-redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiation;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Reports: If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating

(1) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of those reports; and

(2) The data reported.

(e) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition

(1) If this contract is completely or partially unamended, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and

(1) That are cost-reimbursable, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

48. 152.215-717 Timely Notice of Litigation  AUG 1996
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49. 152.222-700 Equal Employment Opportunity JAN 2004
(a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on Federal property.

(b) If either the Contracting Officer or a designated representative of the Agency’s Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at its own cost and at its own risk, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency’s Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor’s receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under 29 CFR Notice 915.002. In all such instances, the Contractor shall cooperate with the Government’s investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor’s noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

50. 152.223-704 Workplace Health and Safety JAN 2004
(a) The Contractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder, including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions. (b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to health or safety, the Contracting Officer, or the authorized representative of the Contracting Officer, shall notify the Contractor orally, with written confirmation from the Contracting Officer, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor’s representative at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until the Contractor takes satisfactory corrective action. The Contracting Officer or the authorized representative of the Contracting Officer may inform the Occupational Safety and Health Administration (OSHA), or other cognizant federal, state, or local officials, of such notification. The Contractor shall not be entitled to any equitable adjustment of the contract priced or extension of the performance schedule on any stop work order issued under this clause. (c) The Contractor shall insert this clause including this paragraph (c) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made by the prime contractor to a subcontractor pursuant to paragraph (b) of this clause.

51. 152.223-705 Accident Reporting JAN 2004
(a) The Contractor shall provide oral notification to the Contracting Officer or the authorized representative of the Contracting Officer when an accident occurs on Federal property in connection with performance of this contract. Notification must be given not later than twenty-four (24) hours after the accident occurs. (b) When requested by the Contracting Officer or the authorized representative of the Contracting Officer, the Contractor shall conduct an investigation of the accident and shall prepare a report that identifies all pertinent facts related to the accident. The report shall include, but not be limited to, the underlying cause(s) of the accident and the actions the Contractor shall take to prevent the recurrence of similar accidents. The Contractor shall submit the report to the Contracting Officer or the authorized representative of the Contracting Officer not later than fourteen (14) calendar days from the date the accident occurs. (c) The Government may elect to conduct an investigation of the accident with the assistance of the Contractor. (d) Compliance with the provisions of this clause shall not entitle the Contractor to an equitable adjustment in contract price or to an extension of performance schedule. (e) The Contractor shall incorporate this clause,
including this paragraph (e), in all subcontracts, with appropriate changes in the designation of the parties.

# OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP) CONTRACT INTERIM PROVISIONS:

52. **VIETNAM ERA VETERANS’ READJUSTMENT ASSISTANCE ACT OF 1974, AS AMENDED, (VEVRAA).** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

53. **AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATIONS REGARDING INDIVIDUALS WITH DISABILITIES.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.