

**KOLLMORGEN CORPORATION  
ELECTRO - OPTICAL DIVISION  
PART 1 - GENERAL TERMS AND CONDITIONS**

1. COMPLETE AGREEMENT. This Purchase Order, which includes any supplementary sheets, schedules exhibits and attachments annexed hereto by Buyer, contains the complete and entire agreement between the parties with respect to the subject matter of this Order, when accepted by acknowledgment or commencement of performance. It supersedes any other communications, representations or agreements whether verbal or written.  
This Purchase Order may be accepted only on all the terms and conditions herein stated. Additional or different terms proposed by the Seller shall not be applicable, unless accepted in writing by the Buyer and made a part of this order. No acceptance by Buyer or payment for goods ordered hereunder shall be deemed a waiver of the foregoing or an acceptance of any additional or different terms contained in any acknowledgment, invoice or other form sent or delivered by Seller to Buyer.  
No usage of trade or course of dealing shall serve to alter or supplement the terms and conditions herein stated.
2. CHANGES. By written order, Buyer may make changes in quantities, drawings, designs, specifications, place or time of delivery, method of shipment and packing. If any such change causes an increase or decrease in the price of this Purchase Order or in the time required for performance hereunder, an equitable adjustment shall be made, upon timely claim by Seller, in the price or delivery schedule or both, and this Order shall be modified in writing accordingly. Seller shall submit any such claim for equitable adjustment within thirty (30) calendar days from the date of receipt by Seller of notification of such change. However, nothing in this clause shall excuse Seller from proceeding immediately with this Purchase Order as changed. Where the cost of goods made obsolete or excess as a result of a change is included in the Seller's claim for adjustment, the Buyer shall have the right to prescribe the disposition of such property. No changes of any kind may be made to this Purchase Order or to the goods other than by written change order identifying this Purchase Order and signed by an officer of Buyer.
3. APPLICABLE LAW. All questions concerning the interpretation, construction, performance and enforcement of this contract and remedies in the event of default shall be resolved in accordance with the laws of the Commonwealth of Massachusetts.
4. PACKING, SHIPMENT, AND TRANSPORTATION. All charges for boxing, packing, crating, and storage are included in the price stated herein. Goods shall be suitably packed to secure lowest transportation costs and to conform with the requirements of common carriers and any applicable specifications. All packages must bear Buyer's Purchase Order number. If purchase terms are F.O.B. shipping point, Seller will conform to Buyer's established routing and shipping instructions.
5. DELIVERY. Time is of the essence in the performance by Seller of this Purchase Order. Delivery shall be made both in quantities and at times specified, strictly in accordance with Buyer's delivery schedule. If Seller's deliveries fail to meet such schedule, Buyer, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the Purchase Order routing costs shall be paid by Seller. Goods fabricated beyond Buyer's release shall be at Seller's risk. Unless otherwise specified herein, no deliveries shall be made in advance of Buyer's delivery schedule. Goods delivered in excess of the quantity specified may be retained at no cost to the Buyer. Representatives of Buyer (and the Government if Part 2 applies) shall at all reasonable times have access to Seller's plant for the purpose of assuring delivery in accordance with the schedule. Seller shall provide Buyer with reasonable office space, telephone, Telefax and internet connection provisions, as required, when Buyer is located in Seller's facility for expediting and surveillance of performance of this Purchase Order.
6. ASSIGNMENT. Performance of this Purchase Order shall not be delegated by Seller, nor shall any of Seller's rights hereunder, other than claims for money due, be assigned without the prior written consent of Buyer. Claims for money due to Seller from Buyer arising out of this Order may be assigned, but Buyer shall not be bound by any such assignment unless and until Buyer shall have received written notice and an executed original of the instrument of assignment, and suitable documentary evidence of Seller's authority so to assign. All payments of money due made by Buyer prior to receipt by Buyer of the above evidence of assignment shall be fully credited against Buyer's obligation under this Purchase Order. In no event shall copies of plans, specifications or other similar documents relating to work under this Purchase Order be furnished to any Assignee as a part of any assignment of money due, nor shall the Purchase Order be so delivered if designated as one of the Classified types under Government security requirements.
7. SUBCONTRACTING. Seller shall not subcontract all or substantially all work on any goods to be supplied under this Order without prior written approval of Buyer. This provision shall not apply to purchases of standard commercial, nationally advertised articles or raw materials.
8. SET-OFF. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer against any amount payable at any time by Buyer in connection with this Purchase Order.
9. ADVERTISING AND NEWS RELEASE. Seller shall not without first obtaining Buyer's written consent, publish or publicize the fact that Seller has furnished or has contracted to furnish Buyer the goods covered by this Purchase Order, nor shall Seller disclose any of the details connected with this Purchase Order to third parties for publicity purposes.
10. PRICES. Seller represents that the price or prices specified in this Purchase Order do not exceed its current selling price for the same or substantially similar goods whether to the Government or to any other Buyer, taking into account the quantity involved.
11. LABOR; WORK ON BUYER'S PREMISES. If this Purchase Order involves performance of labor or involves operations by Seller on the premises of Buyer or one of its customers, Seller shall: (a) accept such premises in their present condition as safe and satisfactory for the work to be performed; (b) take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work; (c) except to the extent that the same is due solely and directly to Buyer's or its customer's negligence, as the case may be, indemnify and protect Buyer and its customers against all liability, claims or demands for personal injury or death to employees of the Seller, the Buyer or its customers, or to any other persons or for damage to property of any of them which may arise from performance of work covered by this Purchase Order, whether performed by the Seller, or any subcontractor, or anyone directly or indirectly employed by either of them, or from the presence of the Seller or any agent of the Seller on the premises of the Buyer or any customer of Buyer and (d) furnish insurance carrier's certificates showing that the Seller has adequate Workmen's Compensation, Employer's Liability, General Comprehensive Liability and Automobile Liability insurance coverage's. Policies for such insurance shall, in the case of operations on Buyer's or its customer's premises, name Buyer or its customer as an additional insured. Seller will at all times keep Buyer's and its customer's premises free of mechanic's liens.
12. PRODUCTS, METHODS, AND PROCESSES. Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the Buyer incident to the placing and filling of this Purchase Order shall not, unless otherwise specifically agreed upon in writing by the Buyer, be deemed to be confidential or proprietary information, and accordingly shall be acquired free from any restrictions (other than restrictions which may derive from a valid patent).
13. TERMINATION FOR CONVENIENCE. Buyer may at any time by written notice terminate all or any portion of the purchase order(s) for Buyer's convenience. If this purchase order(s) is terminated for convenience in whole or in part, the seller shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable costs paid by the Seller for actual labor and material reasonably used by Seller to perform the work under the purchase order up to the effective date of the termination, plus a reasonable profit; provided that no amount shall be paid for anticipatory profit or costs incurred due to Seller's failure terminate work on the effective date of the termination. In no event shall the termination settlement exceed the prices set forth in the purchase order(s). If a Government contract number is shown within the purchase order(s) then Buyer's termination for convenience shall be accomplished in accordance with the appropriate termination clause under FAR52.249 dependant upon the type of contract. In such event the Buyer shall the rights of the Government. In either event the Seller shall provide it's termination claim to Buyer within 30 days of the effective date of termination.

14. BUYER'S PROPERTY IN SELLER'S POSSESSION. Any material furnished by Buyer on other than a charge basis in connection with this Purchase Order, shall be deemed as held by Seller for Buyer pending Buyer's disposition instructions. All such materials not used in the manufacture of the goods covered by this Purchase Order shall, as directed, be returned to Buyer at Buyer's expense, and, if not accounted for or so returned, shall be paid for by Seller. All such materials, including but not limited to tools, dies, gauges, fixtures, jigs, equipment, etc., furnished by Buyer, shall be fully insured by Seller against loss by fire and extended coverage under a policy or policies naming Buyer as owner. Seller shall not remove, obscure or obliterate any notice or sign attached to any such materials identifying them as the property of Buyer or Buyer's customer, and at Buyer's request will (a) maintain within Seller's premises where such materials are kept, a sign giving notice that materials belonging to Buyer are on the premises, and (b) join with Buyer in executing one or more appropriate forms of Financing Statement giving notice that such materials of Buyer are in the possession of Seller.
15. SPECIAL TOOLING. (a) Unless otherwise herein agreed, special tools, dies, jigs, fixtures, patterns, gauges, molds and test equipment (hereinafter collectively referred to as "Special Tooling") to be used in the manufacture of goods ordered hereby shall be furnished by and at the expense of Seller, shall be kept in good condition and, when necessary, shall be replaced by Seller, without expense to Buyer. (b) If the price stated on the face hereof identifies the cost of any Special Tooling or special equipment to be fabricated or acquired by Seller for the purpose of filling this Purchase Order, such Special Tooling and special equipment and any process sheets related thereto shall become the property of Buyer and to the extent feasible shall be identified by Seller as such. Unless otherwise specified herein, Buyer shall make payment therefore only upon acceptance of the first run of goods fabricated therewith. Seller shall at its own expense maintain such Special Tooling and special equipment in proper working order and shall be responsible for all loss thereof or damage thereto while in its possession and shall use the same only for the production of goods for Buyer, unless otherwise authorized in writing for use of special tooling and special equipment to which the U.S. Government has title or a right to obtain title, authorization of the cognizant U.S. Government Contracting Officer is required. (c) Unless specifically provided to the contrary in this Purchase Order, Seller warrants that the price set forth herein does not include any amount representing rent for the use of Government-owned facilities, equipment or Special Tooling.
16. WARRANTY. In addition to all other warranties expressed or implied by law, Seller warrants that all goods delivered hereunder will be merchantable and free from defects in workmanship and materials, for at least 12 months or such longer time as stated in purchase order from receipt at Buyer's dock, will be non-surplus goods of new manufacture, will strictly conform to applicable specifications, drawings and approved samples, if any, including performance specifications and, if Seller's design, will be free from design defects and will be fit and sufficient for the proposes intended. All warranties including service warranties and guarantees shall run to Buyer, its customers and subsequent owners of the goods or end products of which they are a part. The foregoing warranties shall survive delivery and not be deemed waived by acceptance of or payment for the goods by Buyer.
17. INSPECTION AND REVIEW. Buyer and representatives of the Buyer shall have the right to inspect and test all work under this Purchase Order at all reasonable times including during manufacture. Seller shall furnish without additional charge all reasonable facilities and assistance for safe and convenient inspection or test. All goods will be subject to Buyer's final inspection and test at Buyer's plant(s) or such other location as is specified in this Purchase Order, it being understood that payment for goods in whole or part will not constitute acceptance. Buyer at its option may reject any nonconforming goods and return them to Seller at Seller's risk and expense at the full invoice price plus all applicable inspection, test, boxing, packing, crating, transportation and other related costs. Repair or rework of any nonconforming goods by Seller whether or not such repair or rework is approved by Buyer shall be at Seller's risk. As an alternate, Buyer may, with Seller's express permission and agreement to reimburse Buyer therefore, rework all or part of Seller's nonconforming goods. Also at Buyer's option, Seller agrees to earnestly negotiate an equitable reduction in the price of nonconforming goods, which the Buyer agrees to accept in a "Use-As-Is" condition. Buyer's rights under this paragraph are in addition to and not in lieu or diminution of Buyer's rights under the preceding paragraph entitled Warranty. No action by Buyer hereunder shall extend any delivery date herein.
18. CONFIDENTIALITY. Plans, specifications, prints, production drawings and data and any like information and documents (the "Data") which Buyer may supply to Seller in connection with this Purchase Order may contain information of a proprietary nature. Seller agrees to keep and hold all of the Data so provided to it in confidence and not to communicate the same beyond the point reasonably necessary to enable it to fulfill this Purchase Order. Data, and copies made thereof or there from, furnished by Buyer shall be and remain the property of Buyer and shall not be used directly or indirectly for any purpose other than the production for the Buyer herein unless authorized in a writing signed by an officer or Buyer. Upon completion of the work by Seller, it shall promptly return to Buyer all data furnished by Buyer, together with all copies or reprints thereof in Seller's possessions or control. If Data or copies thereof are made available to persons other than the Seller, similar restrictions as to confidentiality and return of the Data shall be placed upon them by the Seller.
19. COMPLIANCE WITH LAWS. Seller warrants that in the performance of this Purchase Order it will comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, standard rules, and regulations thereunder now in effect or as hereafter amended, including but not limited to the Occupational Safety and Health Act of 1970 (P.L. 91-596) as amended, and Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec.201-219).
20. INSPECTION OF RECORDS. If the face of this Purchase Order bears a Government prime contract number, Seller agrees that its books, records and its plant, or such parts of its plant as may be engaged in the performance of this Order, shall at all reasonable times be subject to audit and inspection by any authorized representative of any Department of the United States Government.
21. REMEDIES. Nothing in this Purchase Order shall be claimed or deemed to limit or exclude those remedies otherwise available to Buyer at law or in equity, and no disclaimers or modifications or attempted disclaimers or modifications of any express or implied warranties relating to the goods by Seller shall be valid or effective.
22. GOODS. If this Purchase Order is issued in whole or in part for services to be rendered to Buyer or its customer, the term "goods" as used herein shall, where context requires or permits, be deemed to include such services.
23. CAPTIONS. The captions used herein are for convenience of reference only and shall not be deemed as in any way limiting or extending the terms of the provisions to which such captions refer.
24. GOVERNMENT AUTHORIZATION TO SELLER. To the extent authorized by the U.S. Government by a direct contract with the Seller for the manufacture of products for direct sale to the U.S. Government, the Seller shall have the right to use that data mentioned in Article 18, above, which the U.S. Government owns or has rights to use or the right to authorize others to use.
25. Indemnification. The Seller shall indemnify Buyer from all claims of patent infringements, bodily injury/death and/or property damage and penalties for late delivery of Cost Accounting Standards (CAS) violations as a result of Sellers actions, failure to take action or faulty products produced buy Seller, at no cost to the Buyer. The Buyer shall notify the Seller of any claim, and at Seller's request provide technical or access to pertinent information in support of Seller's defense. Seller shall reimburse Buyer for such expenses.
26. Offset Credit/Cooperation. This Purchase Order has been issued by Kollmorgen in support if its international offset requirements. All offset benefit credits resulting from this Purchase Order are the sole property of Kollmorgen and may be applied to any offset requirement, at the sole decision of Kollmorgen. Seller agrees to lend assistance to Kollmorgen in securing the offset credits from the respective country government authority.
27. Counterfeit Work. (a) For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been

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damaged beyond possible repair, but is altered and misrepresented as acceptable.

(b) Seller agrees and shall ensure that Counterfeit Work is not delivered to Buyer.

(c) Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from Independent distributors or brokers unless approved in advance in writing by Buyer.

(d) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(e) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Contract.

(f) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

(g) Seller shall include paragraphs (a) through (d) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Buyer.

## **28. Foreign Corrupt Practices Act of 1977 (FCPA)**

1. The parties to this Agreement acknowledge that certain United States law, including the Foreign Corrupt Practices Act, impose fines and penalties on the Company if the Company directly or indirectly participates in Payments to Foreign Officials. It is the intent of the parties to comply fully with all such laws. Accordingly, Seller represents and warrants that in connection with the sale of products, the Seller, or anyone acting in his behalf, has not made in the past and will not make in the future any Payment to (i) a Foreign Official, or (ii) a political party or party official or candidate for political office, or (iii) any other Person, while knowing or having reason to know that such Payment will be offered, promised or given, directly or indirectly, to any of the above-listed persons or entities for purposed of (iv) influencing any act or decision of such Foreign Official, political party, party official, or candidate for a political office in his or its official capacity, including a decision to fail to perform his or its official functions, or (v) inducing such Foreign Official, political party or candidate for a political office to use his or its influence with a government or instrumentality thereof to affect or influence any act of decision of such government or instrumentality.
2. For the purposes of the above paragraph, "Foreign Official" shall mean any officer or employee of a government other than the United States or any department, agency or instrumentality thereof, or any person or entity acting in an official capacity for or on behalf of any such government or department, agency or instrumentality. "Payment" shall mean an offer of payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value in order to assist the Company in obtaining or retaining business for or with, or diverting business to, any Person. "Person" means a natural person, company, government, or political subdivision, agency or instrumentality of a government.
3. The Seller represents and warrants that none of its partners, owners, principals, officers, or staff members are: (i) Foreign Officials or (ii) representatives, officers, or officials of any political party or (iii) candidates for political office. The Seller further agrees that should any of its partners, owners, principals, officers, or staff members hold any position referred to in the preceding sentence in the future, the Seller shall advise the Buyer thereof immediately, and, in the even of which, the Buyer shall have the right to terminate this Agreement.

## PART 2 - ADDITIONAL GOVERNMENT PROCUREMENT TERMS AND CONDITIONS

If this Order is issued under a Government prime contract as evidenced on the face of this Order, the following Federal Acquisition Regulation (FAR) clauses and Department of Defense FAR Supplement clauses (or their respective corresponding, successor provisions, however, entitled), as applicable and in effect on the date of the referenced Government contract, and any clause otherwise required by statute, regulation or official publication of the Government in effect on the date of the referenced Government Contract, are

incorporated by reference and made a part of this Order as if stated in their full text. These clauses are in addition to the General Terms and Conditions of Part 1. They are included in this order to establish the same contractual agreement between the Seller and Buyer as exists between the Government and prime contractor except in those instances where a different relationship is established. In the event of conflict between these clauses and the paragraphs in Part 1, these shall take precedence.

52.215-8 Order of Precedence - Negotiated Contracts (Oct 1997)

### Clauses Incorporated by Reference as Applicable:

2.101	Definitions		
4.904	Reporting Payment Information to the IRS	52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
15.403-4	Requiring Cost or Pricing Data (10 U.S.C. 2306a and 41 U.S.C. 254b)	52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)
15.404-4	Profit	52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
15.406-2	Certificate of Current Cost or Pricing Data	52.215-13	Subcontractor Cost or Pricing Data-Modifications (Oct 1997)
15.408	Solicitation Provisions and Contract Clauses.	52.215-14	Integrity of Unit Prices (Oct 1997)
31.205-35	Relocation Costs	52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)
31.205-46	Travel Costs	52.215-17	Waiver of Facilities Capitol Cost of Money (Oct 1997)
52.202-1	Definitions (July 2004)	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.203-3	Gratuities (Apr 1984)	52.215-19	Notification of Ownership Changes (Oct 1997)
52.203-5	Covenant Against Contingent Fees (Apr 1984)	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Oct 1997)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	52.216-5	Price Redetermination -- Prospective (Oct 1997)
52.203-7	Anti-Kickback Procedures (Oct 2010)	52.216-6	Price Redetermination -- Retroactive (Oct 1997)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	52.216-7	Allowable Cost and Payment (Dec 2002)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	52.216-8	Fixed Fee (Mar 1997)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)	52.216-10	Incentive Fee (Mar 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	52.216-11	Cost Contract -- No Fee (Apr 1984)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)	52.216-16	Incentive Price Revision -- Firm Target (Oct 1997)
52.203-14	Display of Hotline Poster(s) (Dec 2007)	52.216-17	Incentive Price Revision -- Successive Targets (Oct 1997)
52.204-2	Security Requirements (Aug 1996)	52.216-24	Limitation of Government Liability (Apr 1984)
25.204-3	Taxpayer Identification (Oct 1998)	52.217-2	Cancellation Under Multi-Year Contracts (Oct 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	52.217-7	Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)
52.204-5	Women-Owned Business Other Than Small Business (May 1999)	52.219-1	Small Business Program Representations (May 2004)
52.204-7	Central Contractor Registration (Apr 2008)	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005)
52.204-8	Annual Representations and Certifications (Feb 2009)	52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (May 2004)
52.204-9	Personal Identity Verification of Contractor Personnel (Sep 2007)	52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (Apr 2008)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)	52.219-10	Incentive Subcontracting Program for Small and Small Disadvantaged Business (Oct 2001)
52.204-11	American Recovery and Reinvestment Act-- Reporting Requirements (Mar 2009)	52.219-16	Liquidated Damages – Small Business Subcontracting Plan (Jan 1999)
52.207-4	Economic Purchase Quantity – Supplies (Aug 1987)	52.219-22	Small Disadvantaged Business Statues (Oct 1999)
52.209-5	Certification Regarding Responsibility Matters (Dec 2008)	52.219-25	Small Disadvantaged Business Participation Program -Disadvantaged Status and Reporting (Apr 2008)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)	52.219-28	Post-Award Small Business Program Representation (Apr 2009)
52.211-5	Material Requirements (Aug 2000)	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.211-11	Liquidated Damages -- Supplies, Services, or Research and Development (Sep 2000)	52.222-2	Payment for Overtime Premiums (Jul 1990)
52.211-14	Notice of Priority Rating for National Defense Use (Apr 2008)	52.222-3	Convict Labor (June 2003)
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)	52.222-4	Contract Work Hours and Safety Standards Act- Overtime Compensation (Jul 2005)
52.211-16	Variation in Quantity (Apr 1984)	52.222-11	Subcontracts (Labor Standards) (Jul 2005)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Sep 2009)	52.222-18	Notification of Employee Rights Concerning Payments of Union Dues or Fees (Feb 2001)
52.214-26	Audit and Records -- Sealed Bidding (Mar 2009)	52.222-19	Child Labor -- Cooperation with Authorities and Remedies (Aug 2009)
52.214-28	Subcontractor Cost or Pricing Data -- Modifications -- Sealed Bidding (Oct 1997)	52.222-20	Walsh-Healy Public Contracts Act (Oct 2010)
52.215-1	Examination of Records by Comptroller General (Jan 2004)	52.222-21	Certification of Nonsegregated Facilities (Feb 1999)
52.215-2	Audit-Negotiation (Mar 2009)	52.222-22	Previous Contracts and Compliance Reports (Feb 1999)
52.215-6	Facsimile Proposals (Oct 1997)	52.222-23	Notice Requirements for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

52.222-24	EEO Pre-Award Clearance (Feb 1999)	52.229-10	Governments (Mar 1990)
52.222-25	Affirmative Action Compliance (Apr 1984)	52.230-1	State of New Mexico Gross Receipts and Compensating Tax (April 2003)
52.222-26	Equal Opportunity (Mar 2007)	52.230-2	Cost Accounting Standards Notices and Certification (Oct 2008)
52.222-29	Notification of Visa Denial (June 2003)	52.230-3	Cost Accounting Standards (Oct 2010)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (Sep 2010)	52.230-4	Disclosure and Consistency of Cost Accounting Practices (Oct 2008)
52.222-36	Affirmative Action for Handicapped Workers (Oct 2010)	52.230-5	Consistency in Cost Accounting Practices (U.K. only) (Oct 2008)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Sep 2010)	52.230-6	Cost Accounting Standards -- Educational Institution (Oct 2008)
52.222-38	Compliance with Veteran's Employment Reporting Requirements (Sep 2010)	52.230-7	Administration of Cost Accounting Standards (Jun 2010)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)	52.232-1	Proposal Disclosure -- Cost Accounting Practice Changes (Apr 2005)
52.222-41	Service Contract Act of 1965 (Nov 2007)	52.232-8	Payments (Apr 1984)
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option) (Sep 2009)	52.232-9	Discounts for Prompt Payment (Feb 2002)
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)	52.232-11	Limitation on Withholding of Payments (Apr 1984)
52.222-50	Combating Trafficking in Persons (Feb 2009)	52.232-16	Extras (Apr 1984)
52.222-51	Exemption From Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007)	52.232-17	Progress Payments (and Alternate I) (July 2009)
52.222-53	Exemption From Application of the Service Contract Act to Contracts for Certain Services -- Requirements (Feb 2009)	52.232-20	Interest (Oct 2008)
52.222-54	Employment Eligibility Verification (Jan 2009)	52.232-22	Limitation of Cost (Apr 1984)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)	52.232-23	Limitation of Funds (Apr 1984)
52.223-6	Certification Regarding a Drug-Free Workplace (May 2001)	52.232-25	Assignment of Claims (and Alternate I) (Jan 1986)
52.223-7	Notice of Radioactive Materials (Jan 1997)	52.232-27	Prompt Payment (Oct 2008)
52.223-11	Ozone-Depleting Substances (May 2001)	52.232-32	Prompt Payment for Construction Contracts (Oct 2008)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	52.232-33	Performance-Based Payments (Jan 2008)
52.223-13	Certification of Toxic Chemical Release Reporting (Aug 2003)	52.233-1	Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)	52.233-3	Disputes (and Alternate 1) (July 2002)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (Sep 2010)	52.233-4	Protest After Award (Aug 1996)
52.224-2	Privacy Act (Apr 1984)	52.234-1	Applicable Law for Breach of Contract Claim (Oct 2004)
52.225-3	Buy American Act-Supplies (Jun 2009)	52.234-4	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)
52.225-8	Duty-Free Entry (Feb 2000)	52.236-13	Earned Value Management System (Jul 2006)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	52.237-3	Accident Prevention (Nov 1991)
52.225-18	Place of Manufacture (Sep 2006)	52.242-1	Continuity of Services (Jan 1991)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)	52.242-2	Notice of Intent to Disallow Costs (Apr 1984)
52.226-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises (Jun 2000)	52.242-3	Production Progress Reports (Apr 1991)
52.227-1	Authorization and Consent (Dec 2007)	52.242-4	Penalties for Unallowable Costs (Jan 1997)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	52.242-13	Certification of Final Indirect Costs (Jan 1997)
52.227-9	Refund of Royalties (Apr 1984)	52.242-15	Bankruptcy (Jul 1995)
52.227-10	Filing of Patent Applications-Classified Subject Matter (Dec 2007)	52.242-17	Stop Work Order (Aug 1989)
52.227-11	Patent Rights-Retention by the Contractor (Short Form) (Dec 2007)	52.243-1	Government Delay of Work (Apr 1984)
52.227-13	Patent Rights-Acquisition by the Government (Dec 2007)	52.243-2	Changes - Fixed-Price (Aug 1987)
52.227-14	Rights in Data-General (Dec 2007)	52.243-6	Changes -- Cost-Reimbursement (Aug 1987)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Apr 1984)	52.243-7	Change Order Accounting (Apr 1984)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)	52.244-2	Notification of Changes (Apr 1984)
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	52.244-5	Subcontracts (Fixed-Price Contracts) (Oct 2010)
52.228-7	Insurance -- Liability to Third Persons (Mar 1996)	52.244-6	Competition in Subcontracting (Dec 1996)
52.229-3	Federal, State, and Local Taxes (Apr 2003)	52.245-1	Subcontracts for Commercial Items (Oct 2010)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) (April 2003)	52.245-2	Government Property (Aug 2010)
52.229-8	Taxes -- Foreign Cost-Reimbursement Contracts (Mar 1990)	52.245-9	Government Property (Fixed-Price Contracts) (and Alternate I) (June 2007)
52.229-9	Taxes Cost-Reimbursement Contracts with Foreign	52.246-2	Use and Charges (Aug 2010)
		52.246-3	Inspection of Supplies - Fixed-Price (Aug 1996)
		52.246-4	Inspection of Supplies -- Cost-Reimbursement (May 2001)
		52.246-5	Inspection of Services -- Fixed-Price (Aug 1996)
		52.246-6	Inspection of Services -- Cost-Reimbursement (Apr 1984)
		52.246-7	Inspection --Time-and-Material and Labor-Hour (May 2001)
		52.246-8	Inspection of Research and Development -- Fixed-Price (Aug 1996)
		52.246-9	Inspection of Research and Development -- Cost Reimbursement (May 2001)
		52.246-11	Inspection of Research and Development (Short Form) (Apr 1984)
		52.246-16	Higher-Level Contract Quality Requirement Applicable When Order Exceeds \$100,000 (Feb 1999)
		52.246-18	Responsibility for Supplies (Apr 1984)
		52.246-19	Warranty of Supplies of a Complex Nature (May 2001)
			Warranty of Systems and Equipment Under

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Performance Specifications or Design Criteria (May 2001)

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)

52.247-1 Commercial Bill of Lading Notations DoD/FAR Supplement (Feb 2006)

52.247-29 F.O.B. – Origin (Feb 2006)

52.247-52 Clearance and Documentation Requirements -- Shipments to DoD Air or Water Terminal Transshipment Points (Feb 2006)

F.O.B. -- Point for Delivery of Government-Furnished Property (June 2003)

52.247-55 Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)

52.247-61 F.O.B. -- Origin -- Minimum Size of Shipments (Apr 1984)

52.247-63 Preference for U.S. Flag Air Carriers DoD/FAR Supplement (June 2003)

52.247-64 Preference for Privately Owned US-Flag Commercial Vessels (Feb 2006)

52.247-65 F.O.B. -- Origin, Prepaid Freight -- Small Package Shipments (Jan 1991)

52.248-1 Value Engineering (Oct 2010)

52.249-1 Termination for Convenience (Apr 1984)

52.249-2 Termination for Convenience (May 2004)

52.249-6 Termination (Cost-Reimbursement) DoD/FAR Supplement (May 2004)

52.249-8 Default (Fixed Price Supply and Service) (Apr 1984)

52.249-9 Default (Research and Development) (Apr 1984)

52.249-14 Excusable Delays (Apr 1984)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

52.253-1 Computer Generated Forms DoD/FAR Supplement (Jan 1991)

252.201-7000 Contracting Officer's Representative (Dec 1991)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Jan 2009)

252.203-7001 Special Prohibition on Employment (Dec 2008)

252.203-7002 Display of DOD Hotline Poster (Jan 2009)

252.203-7003 Agency Office of the Inspector General (Sep 2010)

252.204-7000 Disclosure of Information (Dec 1991)

252.204-7003 Control of Government Personnel Work Product (Apr 1992)

252.204-7004 Alternate A (Sep 2007)

252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)

252.204-7006 Billing Instructions (Oct 2005)

252.204-7008 Export-Controlled Items (Apr 2010)

252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (Jan 2009)

252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)

252.206-7000 Domestic Source Restriction (Dec 1991)

252.208-7000 Intent to Furnish Precious Metals as Government Furnished Material (Dec 1991)

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)

252.209-7002 Disclosure of Ownership or Control by a Foreign Government (Jun 2010)

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Dec 2006)

252.211-7000 Acquisition Streamlining (Oct 2010)

252.211-7003 Item Identification and Valuation (Aug 2008)

252.211-7005 Substitutions for Military or Federal Specifications and Standards (Nov 2005)

252.211-7006 Radio Frequency Identification (Feb 2007)

252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (Nov 2008)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Jul 2009)

252.215-7000 Pricing Adjustments (Dec 1991)

252.215-7002	Cost Estimating System Requirements (Dec 2006)		Disclosure Restrictions (Jun 1995)
252.215-7004	Excessive Pass-Through Charges (May 2008)	252.227-7018	Restrictive Markings on Technical Data (Jun 1995)
252.217-7012	Liability and Insurance (Aug 2003)	252.227-7019	Validation of Asserted Restrictions -- Computer Software (Jun 1995)
252.217-7027	Contract Definitization (Oct 1998)		
252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (Apr 2007)	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jun 1995)
252.222-7000	Restrictions on Employment of Personnel (Mar 2000)		
252.222-7001	Right of First Refusal of Employment -- Closure of Military Installations (Apr 1993)	252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 1988)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (May 2010)	252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.222-7999	Additional Requirements & Responsibilities Restricting the use of Mandatory Arbitration Agreements (Feb 2010)	252.227-7028	Requirements for Technical Data Representation (Jun 1995)
252.223-7004	Drug-Free Work Force (Sep 1988)	252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)	252.227-7032	Rights in Technical Data and Computer Software (Foreign) (Jun 1975)
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, ND Explosives (Sep 1999)	252.227-7033	Rights in Shop Drawings (Construction) (Apr 1966)
252.225-7000	Buy American Act -- Balance of Payments Program Certificate (Jan 2009)	252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.225-7001	Buy American Act and Balance of Payments Program (Jan 2009)	252.227-7038	Patent Rights -- Ownership by the Contractor (Large Business) (Dec 2007)
252.225-7002	Qualifying Country Sources as Subcontractors (Apr 2003)	252.227-7039	Patents--Reporting of Subject Inventions (Apr 1990)
252.225-7003	Report of Intended Performance Outside the United States and Canada -- Submission with Offer (Dec 2006)	252.229-7011	Reporting of Foreign Taxes -- U.S. Assistance Programs (Sep 2005)
252.225-7004	Report of Intended Performance Outside the United States and Canada -- Submission after Award (Oct 2010)	252.231-7000	Supplemental Cost Principles (Sep 2005)
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States (Oct 2010)	252.232-7003	Electronic Submission of Payment Requests (Mar 2008)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)	252.232-7004	DoD Progress Payments Rates (Oct 2001)
252.225-7008	Restriction on Acquisition of Specialty Metals (Jul 2009)	252.232-7010	Levies on Contract Payments (Dec 2006)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jul 2009)	252.234-7002	Earned Value Management System (Apr 2008)
252.225-7010	Commercial Derivative Military Article -- Specialty Metals Compliance Certificate (Jul 2009)	252.235-7003	Frequency Authorization (Dec 1991)
252.225-7012	Preference for Certain Domestic Commodities (Jun 2010)	252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jan 2009)
252.225-7013	Duty-Free Entry (Dec 2009)	252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services (Dec 1991)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (Dec 2009)	252.242-7003	Application for U.S. Government Shipping Documentation/Instructions (Dec 1991)
252.225-7016	Restriction on Acquisition of Antifriction Bearings (Mar 2006)	252.242-7004	Material Management and Accounting System (Jul 2009)
252.225-7022	Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber (Sep 2008)	252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.225-7025	Restriction on Acquisition of Forgings (Dec 2009)	252.243-7002	Requests for Equitable Adjustment (Mar 1988)
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales (Apr 2003)	252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Aug 2009)
252.225-7028	Exclusionary Policies and Practices of Foreign Government (Apr 2003)	252.246-7000	Material Inspection and Receiving Report (Mar 2008)
252.225-7031	Secondary Arab Boycott of Israel (Jun 2005)	252.246-7001	Warranty of Data Applicable when Orders Exceeds \$10,000 (Dec 1991)
252.225-7035	Buy American Act -- Free Trade Agreements -- Balance of Payments Program Certificate (Jan 2009)	252.246-7003	Notification of Potential Safety Issues (Jan 2007)
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Jul 2009)	252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Jul 2009)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Mar 2006)	252.247-7022	Representation of Extent of Transportation by Sea (Aug 1992)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)	252.247-7023	Transportation of Supplies by Sea Applicable When Orders Exceeds \$50,000 (May 2002)
252.227-7000	Non-estoppel (Oct 1966)	252.247-7024	Notification of Transportation of Supplies by Sea Applicable When Order Exceeds \$25,000 (Mar 2000)
252.227-7013	Rights in Technical Data and Computer Software (Nov 1995)	252.249-7002	Notification of Anticipated Contract Termination or Reduction (Oct 2010)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)		
252.227-7016	Rights in Bid or Proposal Information (Jun 1995)		
252.227-7017	Identification and Assertion of Use, Release, or		