

GENERAL PROVISIONS FOR FIXED PRICE ORDERS (NAVY)

This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Defense Acquisition Regulations Supplement (DFAR-CFR Title 48, Chapter 2), contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, D.C. 20402-9328.]

For purposes of this order, where the article says "Government", change it to read "Buyer"; where the article says "Contracting Officer", change it to read "Contract Administrator"; and when the article says "Contractor" or "Subcontractor", change it to read "Seller".

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to BMPC or BPMI (as identified in the order) and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

<u>ARTICLE</u>	<u>REFERENCE</u>
The following articles apply to this purchase order (except as noted):	
BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	DFAR 252.225-7001
CHANGES-FIXED PRICE (Delete Paragraph (e))	FAR 52.243-1
COMBATING TRAFFICKING IN PERSONS	FAR 52.222-50
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Delete the reference in paragraph f to the Disputes Article)	FAR 52.249-8
DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	FAR 52.211-15
DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	DFAR 252.227-7027
DEFINITIONS	FAR 52.202-1
EQUAL OPPORTUNITY	FAR 52.222-26
FACILITIES CAPITAL COST OF MONEY	FAR 52.215-16
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER	FAR 52.227-10
GOVERNMENT PROPERTY (with Alt. I)	FAR 52.245-1
HAZARD WARNING LABELS	DFAR 252.223-7001
IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	DFAR 252.227-7017
INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III	FAR 52.234-1
INSPECTION OF SUPPLIES - FIXED PRICE	FAR 52.246-2

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<u>ARTICLE</u>	<u>REFERENCE</u>
INSPECTION OF SERVICES - FIXED PRICE	FAR 52.246-4
LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	DFAR 252.227-7025
NOTICE OF RADIOACTIVE MATERIALS	FAR 52.223-7
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1
NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DFAR 252.249-7002
NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	DFAR 252.247-7024
PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (RESEARCH AND DEVELOPMENT ORDERS)	FAR 52.227-13
PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS	FAR 52.247-64
PREFERENCE FOR U. S. - FLAG AIR CARRIERS	FAR 52.247-63
PRIVACY ACT NOTIFICATION - PRIVACY ACT (Privacy Act Notification and Privacy Act apply if the purchase order requires the design, development, or operation of a system of records on individuals to accomplish work effort)	FAR 52.224-1 FAR 52.224-2
PROHIBITION OF SEGREGATED FACILITIES	FAR 52.222-21
REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DoD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (for actions >\$5K)	DFAR 252.211-7007
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DFAR 252.225-7016
RESTRICTION ON ACQUISITION OF FORGINGS	DFAR 252.225-7025
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
RIGHTS IN BID OR PROPOSAL INFORMATION	DFAR 252.227-7016
RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (see associated modifications in articles "included in their entirety" section)	DFAR 252.227-7013
RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (see associated modifications in articles "included in their entirety" section)	DFAR 252.227-7014
SECURITY REQUIREMENTS	FAR 52.204-2

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<u>ARTICLE</u>	<u>REFERENCE</u>
SERVICE CONTRACT ACT (SCA) OF 1965, AS AMENDED	FAR 52.222-41
THE FOLLOWING ADDITIONAL ARTICLES APPLY:	
FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (>\$150K)	FAR 52.222-43
FAIR LABOR STANDARDS ACT AND SERVICE - CONTRACT ACT - PRICE ADJUSTMENT (>\$150K)	FAR 52.222-44
STOP-WORK ORDER	FAR 52.242-15
SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
SUPPLEMENTAL COST PRINCIPLES	DFAR 252.231-7000
TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	DFAR 252.227-7028
TECHNICAL DATA-WITHHOLDING OF PAYMENT	DFAR 252.227-7030
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM--actions under \$150K)	FAR 52.249-1
VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE	DFAR 252.227-7019
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	DFAR 252.227-7037
WAIVER OF FACILITIES CAPITAL COST OF MONEY	FAR 52.215-17
WARRANTY OF SERVICES (Reference subparagraph b: Notice will be made by Buyer within 90 calendar days from the date of performance of the service)	FAR 52.246-20
WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	FAR 52.246-17
WARRANTY OF SUPPLIES OF A COMPLEX NATURE (Reference subparagraphs b and c of FAR 52.246-17: In subparagraph b, the warranty period is one year after delivery to Buyer and in subparagraph c, notice will be made within 90 days after delivery to Buyer. Reference subparagraphs b and c of FAR 52.246-18: In subparagraph b, the warranty period is one year after delivery to Buyer. In subparagraph (c)(3), notice will be made by Buyer within 90 calendar days after delivery. Subsequent Seller recommendation shall be made within 45 calendar days, after which Buyer shall respond within 90 calendar days. In subparagraph (c)(4), notifications must be made within 90 calendar days.)	FAR 52.246-18
The following article applies if this purchase order exceeds \$10,000 (except as noted):	
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	FAR 52.222-36

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REFERENCE

The following articles apply if this purchase order exceeds \$150,000 (except as noted):

ANTI-KICKBACK PROCEDURES	FAR 52.203-7
AUDIT AND RECORDS-NEGOTIATION	FAR 52.215-2
AUTHORIZATION AND CONSENT (With Alt. I)	FAR 52.227-1
BANKRUPTCY	FAR 52.242-13
CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (except para. (e))	FAR 52.223-13
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION	FAR 52.222-4
DUTY-FREE ENTRY	DFAR 252.225-7013
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	FAR 52.222-37
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	FAR 52.222-35
GRATUITIES	FAR 52.203-3
INTEGRITY OF UNIT PRICES	FAR 52.215-14
INTEREST	FAR 52.232-17
LIMITATION OF LIABILITY	FAR 52.246-23
LIMITATION OF LIABILITY - HIGH VALUE ITEMS	FAR 52.246-24
LIMITATION OF LIABILITY - SERVICES	FAR 52.246-25
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	FAR 52.227-2
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DFAR 252.225-7012
PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DFAR 252.203-7001
RESPONSIBILITY FOR SUPPLIES	FAR 52.246-16
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	DFAR 252.225-7009

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<u>ARTICLE</u>	<u>REFERENCE</u>
RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	DFAR 252.225-7015
RESTRICTION ON ACQUISITION OF SPECIALTY METALS	DFAR 252.225-7008
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	FAR 52.203-6
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Delete Paragraph (j))	FAR 52.249-2
TOXIC CHEMICAL RELEASE REPORTING (Delete Paragraph (e))	FAR 52.223-14
TRANSPORTATION OF SUPPLIES BY SEA	DFAR 252.247-7023
UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8
The following articles apply if this purchase order exceeds \$500,000 (except as noted):	
UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	DFAR 252.226-7001
The following articles apply if this purchase order exceeds \$550,000 (except as noted):	
REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD	DFAR 252.225-7004
The following articles apply if this purchase order exceeds \$650,000 (except as noted):	
SMALL BUSINESS SUBCONTRACTING PLAN (With Alt. II)	FAR 52.219-9
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Deviation)	DFAR 252.219-7003
The following articles apply if this purchase order exceeds \$700,000 (except as noted):	
ADMINISTRATION OF COST ACCOUNTING STANDARDS	FAR 52.230-6
COST ACCOUNTING STANDARDS (Delete Paragraph (b))	FAR 52.230-2
NOTIFICATION OF OWNERSHIP CHANGES	FAR 52.215-19
PENSION ADJUSTMENTS AND ASSET REVERSIONS	FAR 52.215-15
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	FAR 52.215-10 FAR 52.215-11
PRICING ADJUSTMENTS	DFAR 252.215-7000
REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	FAR 52.215-18

ARTICLE

REFERENCE

SUBCONTRACTOR COST OR PRICING DATA
- MODIFICATIONS

FAR 52.215-12
FAR 52.215-13

The following article applies if this purchase order exceeds \$1,000,000 (except as noted):

ACQUISITION STREAMLINING

DFAR 252.211-7000

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
(orders >\$5M)

FAR 52.203-13

In addition, the following articles are included in their entirety:

ASSIGNMENT AND SET OFF

Performance of this order shall not be assigned or transferred by Seller, except as expressly authorized in writing by Buyer. This order may be assigned by Buyer to the Government or any designee of the Government, provided that written notice thereof is given to Seller. Buyer shall be entitled at all times to set off against any amount payable at any time by Buyer under this order, any amount owing at any time from Seller to Buyer whether arising under this order or other contracts or orders with Seller.

CONTRACT ACCEPTANCE

By acceptance of this order, Seller agrees that the scope of the work required is understood by Seller; that there are no informal commitments by Buyer that in any way affect the work under this order; that there are no open or unresolved issues related to this order except as explicitly stated herein; and that Seller therefore understands and agrees that this order states the complete agreement of the parties.

COST ACCOUNTING STANDARDS (CAS)

CAS requirements do not apply if the order does not exceed \$650,000 or if the Seller claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.

EXPORT CONTROL

- A. Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F. R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations 15 C.F.R., including the requirement for obtaining any export license, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by, or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license or applicable license exemption.
- B. Seller agrees to notify the Buyer if any deliverable under this Purchase Order is restricted by export control laws or regulations.
- C. Seller shall immediately notify the Buyer if Seller is or becomes listed in any Denied Parties List, or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.

Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorney's fees, all expense of litigation and/or settlement, and court costs arising from any act or omission of the Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this provision.

INSURANCE (applies to work on Buyer's premises)

At all times during performance, the Seller shall maintain a current Certificate of Insurance evidencing insurance coverage not less than required by this article and providing for thirty (30) days written notice to the Contract Administrator by the insurance company prior to cancellation or material change in policy coverage. The period of coverage on the insurance certificate must coincide with the period of performance (term) of the Purchase Order. With respect to Work on Buyer or Government premises, the following sentence shall be incorporated on Seller's Certificate of Insurance:

"(Name of Buyer) is an additional insured with waiver of subrogation on any insurance policy."

The Seller shall also require all first-tier subcontractors who will perform Work on Buyer or Government premises to procure and maintain the insurance specified below during the entire period of their performance and to furnish proof at Buyer's request.

Required Coverage:

- A. Workers' Compensation Insurance - This coverage shall be as required by the State in which the Work is to be performed.
- B. Employer Liability - Coverage of \$1,000,000 combined single limit.
- C. General Liability Insurance - Coverage of \$1,000,000 combined single limit.
- D. Automobile Public Liability and Property Damage - Coverage of \$1,000,000 combined single limit..
- E. When applicable, Asbestos Liability Insurance - Coverage of \$1,000,000 combined single limit.
- F. An annual aggregate of \$2,000,000.

PUBLIC RELEASE OF INFORMATION

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Seller desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to Buyer for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, and manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Buyer.
- (b) Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of Buyer to permit appropriate measures to be taken to protect the information. Under no circumstances should this information be released to such authority without prior notification and agreement of Buyer.
- (c) Seller agrees that this requirement of prior Buyer approval of any release shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Buyer, its successor or assignee.
- (d) Seller shall include all provisions of this article including this sentence in all subcontracts under this order.

RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- A. DFAR 252.227-7013, Rights in Technical Data-Noncommercial Items (incorporated by reference) is modified as follows:
 - (1) Paragraphs (f), (f)(2) and (f)(3) are modified as follows:
 - (f) Marking Requirements. Absent Buyer agreement otherwise, the following are the only authorized markings:
 - (2) Government purpose rights markings. Data delivered or otherwise furnished with Government Purpose Rights shall be marked with the legend at DFAR 252.227-7013(f)(2) modified to specify the Purchase Order number.

- (3) Limited rights markings. Data delivered or otherwise furnished with Limited Rights shall be marked with the legend at DFAR 252.227-7013(f)(3) modified to specify the Purchase Order number.
- B. DFAR 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (incorporated by reference) is modified as follows:
 - (1) Paragraph (f)(2) and (f)(3) are deleted and replaced as follows:
 - (f) Marking Requirements. Absent Buyer agreement otherwise, the following are the only authorized markings:
 - (2) Government purpose rights markings. Computer software and computer software documentation delivered or otherwise furnished with Government Purpose Rights shall be marked with the legend at DFAR 252.227- 7014(f)(2) modified to specify the Purchase Order number.
 - (3) Restricted rights markings. Computer software and computer software documentation delivered or otherwise furnished with Restricted Rights shall be marked with the legend at DFAR 252.227- 7014(f)(3) modified to specify the Purchase Order number.
- C. Paragraphs (l) and (m) are inserted in DFAR 252.227-7013, Rights in Technical Data-Noncommercial Items, and DFAR 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. References to "technical data" are deleted in 252.227-7014 and replaced with "computer software and computer software documentation."
 - (l) Post Award Negotiation. If, after exhausting all reasonable efforts, the parties fail to agree on the apportionment of the rights in technical data furnished under this Purchase Order by the date established in the Purchase Order for agreement, or within any extension established by Buyer or the Government, then Buyer or the Government may establish the respective data rights of the parties. In any event, the Seller shall proceed with completion of the Purchase Order.
 - (m) Rights in Technical Data Pertaining to Nuclear Propulsion Plant Systems.
 - (1) Pursuant to subparagraph (b)(1), it is agreed that all technical data pertaining to nuclear propulsion plant systems generated under this Purchase Order, and all technical data required to meet order requirements shall be provided to the Government with unlimited rights. Nothing in the clause shall be deemed to require any subcontractor of any tier under this Purchase Order to deliver or furnish with unlimited rights any technical data which the subcontractor is entitled to deliver with other than unlimited rights pursuant to DFAR 252.227-7013 Rights in Technical Data-Noncommercial or DFAR 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Documentation.
 - (2) It is further agreed that promptly after delivery of all Purchase Order deliverables, or after any termination of all Work under this Purchase Order, the Seller shall submit a letter report to the Buyer listing and providing a brief description of all items of technical data, pertaining to the deliverables developed or prepared under this Purchase Order, which items of technical data were not specified to be delivered pursuant to this Purchase Order. The Seller shall furnish in the Seller's format, and at the cost of reproduction, with unlimited rights, copies of technical data so reported or which should have been reported, as the Buyer may require in writing from time to time and at any time. However, nothing in this requirement shall require the Seller to retain any item of such technical data beyond the period provided for in this Purchase Order, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS

- (a) The supplies specified to be delivered under this order relate to the nuclear propulsion of naval ships.
- (b) Except with the prior written consent of Buyer, or its designated representative, Seller shall not, at any time during or after the performance of this order, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (c) below.
 - (1) Outside the United States, or
 - (2) Irrespective of location (i) to any foreign national not working on this order or on a lower-tier subcontract hereunder, (ii) to any foreign organization (including foreign subsidiaries and affiliates of Seller, (iii) to any foreign government, or (iv) to any international organization.

- (c) As used in this article, the following terms shall have the following definitions: (i) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Canal Zone, the Virgin Islands, Guam, and any area subject to the complete sovereignty of the United States; (ii) "equipment" means all supplies of the kind specified to be delivered under this order, all component parts thereof, and all models of such supplies and component parts, but "equipment" does not include standard commercial supplies and component parts and models thereof; (iii) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this order, or for the operation, maintenance, evaluation, or testing of any order item, -- including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations, but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation, and testing of such supplies and component parts in or in connection with any item, or component part thereof, specified to be delivered under this order.
- (d) Seller agrees to insert in all lower-tier subcontracts under this order provision which shall conform substantially to the language of this article, including this paragraph (d).
- (e) Notwithstanding any other provisions of this article, this article shall not apply (i) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party, and (ii) where the transmittal is to be of equipment or technical data which Buyer or its designated representative has declared in writing to Seller to be thereafter exempt from this article.

VIRUS CHECK WARRANTY

Software and hardware provided by the Seller under this order shall not contain computer viruses or other malicious software.

In performing this order, the Seller agrees to take precautions to avoid conveying computer viruses or other malicious software to Buyer. Specifically, all computer files, disks, memories, or other media provided by the Seller to the Buyer (other than third party supplied software in its original, unopened packing materials) shall be checked by the Seller prior to delivery to Buyer to detect and remove any computer virus or other known malicious software. The virus check that is performed by the Seller shall include checks with current, up-to-date anti-virus software and any virus problems that are found during the check (or later found by Buyer) shall be fixed by the Seller. A statement verifying that the check has been made shall be included by the Seller with the deliverable when it is delivered to Buyer.

The following articles apply only if specifically called out in the Purchase Order document:

CONTROL OF VISITORS

Except with the written consent of the Buyer, Seller shall not permit any Visitors to its plants, offices, or facilities to view or examine documents, components, assemblies, or major subassemblies provided for or delivered under this order, or to obtain information or data concerning such documents, components, assemblies, or major subassemblies.

"Visitor" as used herein means any person who visits Seller's plant, office or facility and does not represent either the Seller, the Buyer, or the Government in the performance of this Purchase Order. This includes Foreign Nationals, whose visits may require additional controls above and beyond those necessary for visits by U.S. Citizens.

Seller must establish and implement procedures that prevent the release of Classified and Unclassified Naval Nuclear Propulsion Information (NNPI) to Visitors. Seller must also notify the Buyer in advance of any visit to Seller's plant, office, or facility, to view or examine documents, components, assemblies, or major subassemblies provided for or delivered under this order and must ensure similar controls are in effect at all lower tier suppliers.

FRAUD OR FALSIFICATION

- a. This purchase order and activities hereunder are within the jurisdiction of the Department of Energy and/or the Navy. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal Statutes.
- b. Seller agrees that all employees engaged in the performance of this purchase order will be, if they have not been previously, informed in writing prior to commencing performance of work under this purchase order that there is a risk of Federal criminal penalties associated with any falsification, concealment or misrepresentation in connection with work performed under this purchase order. Seller agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this purchase order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment on this purchase order. An acceptable form for such a statement is substantially as follows:

"This company/division/department/branch performs work under contracts which are within the jurisdiction of departments of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy, but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above."

- c. Seller must also agree to include the following statement preprinted on each manufacturing, inspection or test record used in conjunction with the subject subcontract:

Note: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal Statute.

- d. Seller shall include all provisions of this Article including this sentence in all lower-tier contracts under this order. Any inability or unwillingness of a lower-tier supplier to comply with this provision should be documented in writing and submitted to the Prime Contractor.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The term of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

- (e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, or any subcontractor, consultant, or employee of the Contractor, or any joint venture involving the Contractor, any entity into or with which it may be subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f), above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing the selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include these requirements in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.