

# GCC

## (Government Contract Clauses)

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**Effective Date of Contract: 28 Jul 2000**  
**Contract Number: F33615-00-C-3048**  
**Program: Research and Data**  
**I/O Intensive Embedded systems, Infopipe Approach**

The following contract clauses are incorporated by reference from the Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) and apply to the extent indicated. Unless otherwise noted, in the following clauses, "Contractor" and "Offeror" mean Seller. Clauses in this GCC may not be the most recent versions. The clauses and dates in this GCC are those in the prime contract.

| FAR/DFARS<br>CLAUSE | CLAUSE DESCRIPTION   |
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| 52.203-6            | Restrictions on Subcontractor Sales to the Government (JUL 95). This clause applies only if this contract exceeds \$100,000.   |
| 52.203-7            | Anti-Kickback Procedures (JUL 95) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.   |
| 52.203-8            | Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier. |
| 52.203-10           | Price or Fee Adjustment for Illegal or Improper Activity (JAN 97). This clause applies only if this contract exceeds the FAR simplified acquisition threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.   |
| 52.203-11           | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 91). This clause applies only if this contract exceeds \$100,000. Seller's signing of its offer, proposal or quotation shall constitute the certification required by this clause. In subparagraph (c)(4), "prime Contractor" shall mean Buyer.   |
| 52.203-12           | Limitation on Payments to Influence Certain Federal Transactions (JUN 97). This clause applies only if this contract exceeds \$100,000.  |
| 52.211-15           | Defense Priority and Allocation Requirements (SEP 90).   |
| 52.215-2            | Audit and Records-Negotiation (JUN 99). This clause applies only if this contract exceeds the FAR simplified acquisition threshold and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data; or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.                                  |
| 52.215-14           | Integrity of Unit Prices (OCT 97) (excluding paragraph (b)). This clause applies only if this contract exceeds the FAR simplified acquisition threshold or is not for construction or architect-engineer services under FAR Part 36, utility services under FAR Part 41, services where supplies are not required, commercial items, and petroleum products.   |
| 52.219-8            | Utilization of Small Business Concerns (OCT 99). This clause is applicable if this contract exceeds the FAR simplified acquisition threshold.  |
| 52.222-1            | Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.   |
| 52.222-21           | Prohibition of Segregated Facilities (FEB 99).   |
| 52.222-26           | Equal Opportunity (FEB 99) [subparagraphs (b)(1) through (11)].  |
| 52.222-35           | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.   |
| 52.222-36           | Affirmative Action for Workers with Disabilities. (JUN 98). This clause applies only if this contract exceeds \$10,000.  |
| 52.222-37           | Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 99). This clause applies only if this contract exceeds \$10,000.  |
| 52.223-14           | Toxic Chemical Release Reporting (OCT 96) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.  |
| 52.225-13           | Restrictions on Certain foreign Purchases (FEB 00). "Contracting Officer" shall mean Buyer.  |
| 52.227-1            | Authorization and Consent (JUL 95).  |
| 52.227-1            | ALT I - Authorization and Consent (APR 84).  |
| 52.227-2            | Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the FAR simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.  |
| 52.242-15           | Stop Work Order (AUG 89). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The   |

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|              | "Termination for Convenience" clause shall refer to the Termination for Convenience clause of this contract. "Contracting Officer" and "Government" shall mean Buyer.   |
| 52.244-5     | Competition in Subcontracting (DEC 96).   |
| 52.244-6     | Subcontracts for Commercial Items and Commercial Components (OCT 98).   |
| 52.245-2     | Government Property (Fixed Price Contracts) (DEC 89). "Government" shall mean Government or Buyer throughout except the first time it appears in paragraph (f).   |
| 52.246-23    | Limitation of Liability (FEB 97).   |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 99) [excluding paragraph (g)]. This clause applies only if this contract exceeds the FAR simplified acquisition threshold. "Contractor" is not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted. |
| 252.204-7000 | Disclosure of Information (DEC 91). Seller will submit requests for authorization to re-release through Buyer.  |
| 252.209-7000 | Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate – Range Nuclear Forces (INF) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR simplified acquisition threshold.  |
| 252.225-7012 | Preference for Certain Domestic Commodities (MAY 99). This clause applies only if this contract exceeds the FAR simplified acquisition threshold  |
| 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (AUG 98). This clause applies only if an item contains a ball or roller bearing.   |
| 252.225-7025 | Restriction on Acquisition of Forgings (JUN 97). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.  |
| 252.225-7026 | Reporting of Contract Performance Outside the United States (MAR 98). This clause applies only if the contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.   |
| 252.227-7013 | Rights in Technical Data-Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for non-commercial items under this contract.   |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95). This clause applies only if non-commercial computer software or non-commercial computer documentation may be originated, developed, or delivered under this contract.   |
| 252.227-7016 | Rights in Bid or Proposal Information (JUN 95). This clause applies only if DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, or DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, applies.  |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software (APR 88). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.  |
| 252.227-7030 | Technical Data – Withholding of Payment (MAR 00). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.   |
| 252.227-7036 | Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.   |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data (SEP 99). This clause applies only if DFARS 252.227-7013, Rights in Technical data-Noncommercial Items, applies.   |
| 252.247-7023 | Transportation of Supplies by Sea (MAR 00). This clause applies only if this contract exceeds the FAR simplified acquisition threshold. In the first sentence of paragraph (d), "45 days" is changed to "60 days." In paragraph (e), "30 days" is changed to "20 days."   |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 00). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer.   |

REVISION TABLE

| Revision Number | Original Issue Date | Revision Date | Remarks |
|-----------------|---------------------|---------------|---------|
|                 |                     |               |         |