



Special Provisions

Form D1 4305 1500 (Rev. 2/96)

(Applicable only to the extent called out in the Purchase Contract)

A. GENERAL

1. General Provisions, Form **D1 4025 1000** (Rev. 1/78) (Fixed Price Contract) is incorporated by reference.
2. General Provisions, Form **DF 4402-502** (Rev. 1/78) (Cost Reimbursement Contract) is incorporated by reference.
3. General Provisions, Form **DF 4400-513** (Rev. 1/93) (Commercial Purchase Contract) is incorporated by reference.
4. General Provisions, Form **DF 4400-514** (Rev. 8/91) (Unfixed Purchase Contract) is incorporated by reference.
5. General Provisions, Form **DF 4400-515** (Rev. 1/78) (Fixed Price Purchase Contract-Foreign Supplier) is incorporated by reference.
6. General Provisions, Form **DF 4401-26** (Rev. 1/78) (Technical Assistance/ Labor Hour) is incorporated by reference.
7. General Provisions, Form **DF 4401-77** (Rev. 1/78) (Time and Material) is incorporated by reference.
8. RESERVED
9. LOAN/SALE OF PARTS FROM OTHER CONTRACTS. Loans or sales of parts from other contracts between Buyer and Seller to satisfy requirements of this contract require prior written approval of Buyer.
10. TEST DATA. Until three years after final payment, Seller shall keep on file actual test data and records reflecting that all materials and finished items were controlled and tested in accordance with and met the specifications. Such records shall be subject to Buyer examination.
11. GOLD REGULATIONS. This contract complies with subpart C., Section 54.21 of the United States Gold Regulations.
12. RESERVED
13. RELATIONSHIP OF SELLER. Seller's relationship to Buyer in the performance of this contract is that of an independent contractor. The personnel performing services under this contract shall at all times be under Seller's exclusive direction and control and shall be employees of Seller and not employees of Buyer. Seller shall pay all wages, salaries, and other amounts due to its employees in connection with this contract and shall be responsible for all reports and obligations respecting them, such as Social Security, Income Tax withholding, unemployment compensation, workmen's compensation, Occupational Safety and Health and similar matters.
14. RESERVED
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16. General Provisions, Form **D1 4025 1000** (Rev. 1/93) (Fixed Price Contract) is incorporated by reference.
17. General Provisions, Form **DF 4402-502** (Rev. 1/93) (Cost Reimbursement Contract) is incorporated by reference.
18. General Provisions, Form **DF 4400-515** (Rev. 1/93) (Fixed Price Purchase Contract - Foreign Supplier) is incorporated by reference.
19. General Provisions, Form **DF 4401-26** (Rev. 1/93) (Technical Assistance/Labor Hour) is incorporated by reference.

20. General Provisions, Form **DF 4401-77** (Rev. 1/93) (Time and Material) is incorporated by reference.
21. General Provisions, Form **DF 4400-526** (Rev. 1/93) (Fixed Price Study Contract) is incorporated by reference.
22. **GOVERNMENT SUPPLY SOURCES.** FAR 52.251-1, "Government Supply Sources," is incorporated by reference. "Contracting Officer" shall mean Buyer and "Contractor" means Seller. Seller shall submit its request for authorization to use a Government supply source to the Buyer who will seek authorization from the Government.
23. **NATO AWACS OFFSET/INDUSTRIAL BENEFITS.** The value of this contract will be claimed by the Buyer as Offset/Industrial Benefits credits in satisfaction of the Buyer's Offset/Industrial Benefits obligations obtained in its contract with NATO to modernize the NATO AWACS aircraft.
24. **POLITICAL CONTRIBUTIONS, FEES AND COMMISSIONS.** The following clause is derived from the U.S. Code of Federal Regulations (22 CFR 130) which requires the Buyer to obtain from the Seller a full disclosure of all political contributions or fees or commissions paid by the Seller with respect to the Buyer's prime contract.

A. Definitions

1. Fee or Commission

- a. "Fee or commission" means, except as provided in paragraph (b) below, any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:
 1. To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with the Seller; and
 2. For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a foreign country or international organization.
- b. The term "fee or commission" does not include:
 1. A political contribution or a payment excluded by subparagraph a.2 of this clause from the definition of political contribution;
 2. A normal salary (excluding contingent compensation) established at an annual rate and paid to a regular employee of the Seller, its supplier or vendor;
 3. General advertising or promotional expenses not directed to any particular sale or purchaser; or
 4. Payments made, or offered or agreed to be made, solely for the purchase by the Seller of specific goods or technical, operational or advisory services, which payments are not disproportionate in amount with the value of the specific goods or services actually furnished.

2. Political Contribution "Political contribution" means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:

- a. To or for the benefit of, or at the direction of, any foreign candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof; and
- b. For the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of a foreign country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded as political contributions.

B. Information to be Furnished by Seller

1. WITHIN FIFTEEN CALENDAR DAYS AFTER PURCHASE CONTRACT AWARD.

Seller shall fully disclose to Buyer all political contributions or fees or commissions paid by the Seller with respect to the Buyer's prime contract in a statement setting forth:

- a. The amount of each political contribution paid, or offered or agreed to be paid, or the amount of each fee or commission paid, or offered or agreed to be paid;
- b. The date or dates on which each reported amount was paid, or offered or agreed to be paid;
- c. The recipient of each such amount paid, or intended recipient if not yet paid;

- d. The person who paid, or offered or agreed to pay such amount;
- e. The aggregate amounts of political contributions and of fees or commission, respectively, which shall have been reported;
- f. With respect to each payment reported, state whether such payment was in cash or in kind. If in kind, it must include a description and valuation thereof. Where precise amounts are not available because a payment has not yet been made, an estimate of the amount offered or agreed to be paid must be provided; and
- g. With respect to each recipient, state:

- (i) Its name;
- (ii) Its nationality;
- (iii) Its address and principal place of business;
- (iv) Its employer and title; and
- (v) Its relationship, if any, to Seller and to any foreign purchaser or end-user.

2. If the Seller believes that furnishing information to the Buyer in a requested statement would unreasonably risk injury to the Seller's commercial interests, the Seller may furnish in lieu of the statement an abbreviated statement disclosing only the aggregate amount of all political contributions and the aggregate amount of all fees or commissions which have been paid, or offered or agreed to be paid, by the Seller with respect to the sale. Any abbreviated statement furnished to the Buyer under this paragraph must be accompanied by a certification that the requested information has been reported by the Seller directly to the United States Office of Defense Trade Controls. The Seller must simultaneously report fully to the Office of Defense Trade Controls all information which the Seller would otherwise have been required to report to the Buyer under this section. Each such report must clearly identify the sale with respect to which the reported information pertains. The address of the Office of Defense Trade Controls is:

Director
Office of Defense Trade Controls
Bureau of Politico-Military Affairs
PM/DTC, SA-6, Room 200
Department of State
Washington, D.C. 20522-0602

3. Information to be Obtained by Seller

1. Prior to furnishing the information required above, the Seller must obtain from each person, if any, to whom it has paid, or offered or agreed to pay, a fee or commission in respect of such sale, a timely statement containing a full disclosure by such a person of all political contributions paid, or offered or agreed to be paid, by it or on its behalf, or at its direction, in respect of such sale. Such disclosure must include responses to all the information required to enable the Seller to comply fully with the requirements of this clause.
2. In obtaining information under paragraph (1) above, the Seller must also require each person to whom a fee or commission is paid, or offered or agreed to be paid, to furnish from time to time such reports of its political contributions as may be necessary to enable the Seller to comply fully with the requirements of this clause.
3. The Seller must include any political contributions paid, or offered or agreed to be paid, by or on behalf of, or at the direction of, any person to whom it has paid, or offered or agreed to pay a fee or commission in determining whether the Seller is required to furnish the information specified herein.

4. Record Keeping

The Seller must maintain a record of any information it was required to furnish or obtain under this clause and all records upon which its reports are based for a period of not less than 5 years following the date of the report to which they pertain.

5. Confidential Business Information

1. Any person who is required to furnish information under this part may identify any information furnished hereunder which the person considers to be confidential business information. No person, including any applicant or supplier, shall publish, divulge, disclose, or make known in any manner, any information so identified by a vendor or other person unless authorized by law or regulation.
 2. For purposes of this section, "confidential business information" means commercial or financial information which by law is entitled to protection from disclosure. (See e.g., 5 U.S.C. 552(b)(3) and (4); 18 U.S.C. 1905; 22 U.S.C. 2778(e); Rule 26(c)(7), Federal Rules of Civil Procedure).
25. VIOLATIONS OF LAW/ELIGIBILITY TO CONTRACT. Seller warrants that (i) neither it nor its senior officers and officials have been convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, P.L. 94-329, 90 Stat. 729 (June 30, 1976) and (ii) it is not ineligible to contract with, or to receive a license or other approval to import defense articles from, or to receive an export license or other approval from any agency of the U.S. Government.
26. OFFSET CREDITS. With respect to work covered by this Contract, Seller shall use its best efforts to cooperate with Buyer in the fulfillment of any foreign offset program obligation that Buyer may have accepted as a condition of any sale. In the event that Seller solicits bids and/or proposals for, or procures or offers to procure any goods or services relating to the work covered by this Contract from any source outside of the United States, Buyer shall be entitled, to the exclusion of all others, to all offset/industrial benefit credits which may result from such solicitations, procurements, or offers to procure. Seller agrees to take any actions that may be required on its part to assure that Buyer receives such credits. Seller further agrees to report to the Buyer any such foreign procurement activity exceeding \$50,000. Foreign procurement information, including any no bid or lost bid data, is to be submitted to the Buyer's Materiel Representative on a quarterly basis.

Your quarterly submittal is to include the following data:

- o Foreign Supplier (name and address)
- o Country
- o Nomenclature
- o End Item/use
- o Request for Procurement/Purchase Contract Number
- o Issue/Award date
- o US Dollar value

Also required is the name, address, and telephone number of your company focal point submitting the above data.

SPECIAL PROVISIONS:

[| A. General](#) | [| B. Safety](#) | [| C. Government Property](#) | [| D. Work on Government Premises](#) | [| E. Quality Assurance](#) | [| F. Technical Data/Software](#) | [| G. Financial Management](#) | [| H. Security](#) | [| I. Taxes](#) | [| J. Warranties](#) | [| K. Changes](#) | [| L. Insurance](#) | [| M. Packaging, Marking, and Shipping](#) | [| N. Patents](#) | [| O. Bid Instructions](#) | [| P. Purchase Contracts Administration](#) | [| Q. Time Period Contracts](#) | [| R. Socio-Economic Provisions](#) | [| S. Audit-Records Audit by DCAA](#) | [| T. Indemnification/Hold Harmless](#) | [| General Information](#) | [| Return to Main Page](#)

Close