

NATIONAL STEEL AND SHIPBUILDING COMPANY

SPECIAL TERMS AND CONDITIONS

ESB 6-8 PROGRAM

N00024-19-C-2235

PRIME CONTRACT CLAUSES – N00024-19-C-2235

The following clauses are flowed down to ensure Buyer's compliance with Buyer's Prime Contract with the Government. The defined terms in the MILGEN terms (as listed on the face of Buyer's purchase order issued to Seller) apply to this document.

Section A – Solicitation/Contract Form -The rating is DO-A3.

Section B – Supplies or Services and Prices–There are no flow-downs.

Section C – Description and Specifications

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994) [Modified by Buyer]

(a) Performance under this Contract may require that Seller have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, Seller shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the Contract Work required by this Contract; and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to Buyer so that Buyer can provide a copy to the Government's Contracting Officer as required under the terms of Buyer's Prime Contract. The Government may unilaterally modify the Prime Contract to list those third parties with which Buyer and/or Seller will have agreement(s). Buyer will share with Seller the relevant information from the modification.

(b) Seller agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Seller personnel except as authorized by Buyer and the Government's Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this Contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, a joint venture, affiliate, successor, or assign of Seller; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from Buyer or the Government through any means to which Seller has access in the performance of this Contract that contains proprietary or other restrictive markings.

(d) Seller agrees that it will promptly notify Buyer of any attempt by Government or Buyer representatives or third parties not directly involved in the effort to be performed under this Contract to gain access to such proprietary information. Such notification shall include the name and organization of the Government or Buyer representatives or third parties seeking access to such information.

(e) Seller shall include this requirement in subcontracts of any tier, which involve access to information covered by paragraph (a), substituting "subcontractor" for "Seller" where appropriate.

(f) Compliance with this requirement is a material requirement of this Contract.

APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 2019) [Modified by Buyer]

Approval by Buyer or the Government as required under this Contract and applicable specifications shall not relieve Seller of its obligation to comply with the specifications and with all other requirements of the Contract, nor shall it impose upon Buyer or the Government any liability it would not have had in the absence of such approval.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004) [Modified by Buyer]

(a) Seller agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. Seller warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) Seller agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this Contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this Contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise, the computer software or computer database does not meet the minimum functional requirements of this Contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least 25 calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this Contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by Seller to Buyer who will ultimately deliver to the Government the technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital data form, the Government only will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by Seller on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

C-222-H002 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (NAVSEA) (APR 2018)

Attention of the Seller is directed to Public Law 91-596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "Occupational Safety and Health Act of 1970" and to the "Occupational Safety And Health Standards For Shipyard Employment" promulgated thereunder by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Seller from any obligations which it may have for compliance with the aforesaid regulations.

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with the Contract Work furnished under this Contract.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (BASIC) (NAVSEA) (MAY 2019) [Modified by Buyer]

- (a) **Specifications.** Buyer will furnish the Buyer-generated purchase specifications applicable to the Contract Work; however, Seller is responsible for obtaining MILSPEC documents as described in paragraph (e) below.
- (b) **Drawings and Data.** Buyer will furnish drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited in the specification as mandatory for use or for performance.
- (c) **Government Furnished Information ("GFI").** GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2. The GFI furnished to Buyer, who in turn may furnish the GFI to Seller, need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2, as follows: (1) The Government Contracting Officer may at any time by written order: (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2; or (ii) add items of data or information to NAVSEA Form 4340/2; or (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2. (2) If any action taken by the Government's Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the Contract Work under this Contract, Seller may be entitled to an equitable adjustment in the Contract Price and delivery schedule in accordance with the procedures provided for in the clause of this Contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).
- (d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish Buyer or Seller with any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the specifications, the GFI listed on the NAVSEA Form 4340/2, the clause of this Contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this Contract.
- (e) **Referenced Documentation.** Buyer and the Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the specifications. Such referenced documentation may be obtained as described below. (1) From the ASSIST database via the internet at <https://assist.dla.mil/>; or (2) By submitting a request to the Department of Defense Single Stock Point ("DoDSSP") Building 4, Section D, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5094, Telephone (215) 697-6396, Facsimile (215) 697-9398. However, commercial specifications and standards, which may be referenced in the specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

- (a) **Definitions.** (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the Contract (including its attachments). (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.
- (b) **Requirements.** All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018) [Modified by Buyer]

If, during the performance of this Contract, Seller believes that any Contract contains outdated or different versions of any specifications or standards, Seller may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. Seller should submit update requests to Buyer for approval. Seller shall perform the Contract in accordance with the existing specifications and standards until notified of approval/disapproval by Buyer. Any approved alternate specifications or standards will be incorporated into the Contract.

Section D - Packaging and Marking – There are no flow-downs.

Section E - Inspection and Acceptance [Modified by Buyer]

CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015) The calibration of measuring and testing equipment shall, at a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

Section F - Deliveries or Performance

52.242-15	STOP-WORK ORDER (AUG 1989) (Applicable only if Stop Work order initiated by the Government)
52.242-15 Alt I	STOP-WORK ORDER (AUG 1989) – Alternate I (APR 1984) (Applicable only if Stop Work order initiated by the Government)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

Section G - Contract Administration Data – There are no flow-downs.

Section H - Special Requirements

5252.227-9112 LOGISTIC SUPPORT REQUIREMENT (AT) (MAY 1998) [Modified by Buyer]

- (a) This requirement applies whenever the Contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called “**repair parts**”) for a ship component or item of equipment.
- (b) With respect to ship components or equipments manufactured other than in the United States or Canada, Seller agrees that, in addition to any other data required by this Contract, it will furnish under this Contract sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipments shall have made arrangements satisfactory to Seller and approved by the Contracting Officer for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, “**sufficient data**” shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout and tooling. All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of this Contract.
- (c) In order to satisfy the requirements of paragraph (b), above, unless the supplier of the ship components or equipments shall have made arrangements, satisfactory to Buyer and Seller, and approved by the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, Seller shall include in all subcontracts for the purchase of ship components or equipments from foreign sources a clause, acceptable to the Contracting Officer, granting to the United States Government for a period of seven (7) years, “Government Purpose Rights” (as defined in paragraph (a)(12) of the clause of this Contract entitled “RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS” (DFARS 252.227-7013) in all technical data necessary to manufacture spare and repair parts for such components or equipments.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015) [Modified by Buyer]

- (a) Seller shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (“**GIDEP**”) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve Seller from complying with any other requirement of the Contract.
- (b) ***Seller agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word “Seller” shall be changed to “Subcontractor”.***
- (c) GIDEP materials, software and information are available without charge from: GIDEP, P.O. Box 8000, Corona, CA 92878-8000, Phone: (951) 898-3207, FAX: (951) 898-3250, Internet: <http://www.gidep.org>

IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE [Modified by Buyer]

- (a) **Definitions.** The terms used in this special contract requirement and associated CLINS are defined in the following clauses or sources:
1. DFARS 252.227-7013;
 2. DFARS 252.227-7014;
 3. DFARS 252.227-7015;
 4. DFARS 252.227-7017; and
 5. DFARS 252.227-7018.
- (b) **Identification and Assertion of Restrictions.** Seller shall not deliver or otherwise provide to Buyer or the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software are identified in accordance with the following requirements:
1. As part of its proposal, Seller (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all technical data and computer software that it proposes to be delivered or otherwise provided (including all Option CLINS as if the Option was exercised) with less than Unlimited Rights for the performance period as follows.
 - A. **Noncommercial Technologies.** Noncommercial technical data and noncommercial computer software shall be identified in accordance with DFARS 252.227-7017 and DFARS 252.227-7028.
 - B. **Commercial Technologies.** Seller shall also identify and assert any restrictions for all commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same types of information, using a similar format, and following the same procedures and requirements as specified at DFARS 252.227-7017 (Commercial ‘7017 Technical Data List). Seller shall also identify and assert any restrictions for all commercial computer software in accordance with the Table at paragraph (c) below.
 - C. Seller’s failure to submit, complete, or sign the identification and assertions required by paragraphs (b)1.A or (b)1.B. of this clause with its offer may render the offer ineligible for award.
 - D. If Seller is awarded a contract, the assertions identified in paragraphs (b)1.A and (b)1.B shall be listed in an Attachment to that contract. Upon request by Buyer, Seller shall provide sufficient information to Buyer to enable Buyer to provide information to the Contracting Officer so that the Contracting Officer can evaluate any listed assertion.
 2. **Post-Award Updates to the Pre-Award Identification and Assertions.** Except as provided in this paragraph, Seller (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award listings or notices required by paragraph (b)1 of this clause after contract award.
 - A. **Noncommercial Technologies.** Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (c) of DFARS 252.227-7013, DFARS 252.227-7014, and DFARS 252.227-7018, respectively.

B. Commercial Technologies. Seller may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph (b)2.A of this clause (i.e., based on new information, or inadvertent omissions that would not have materially affected source selection).

(c) Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph (b) of this clause, Seller shall:

1. Ensure that the technical data and computer software are identified by specific reference to the requirement to deliver to provide that technical data or computer software in the contract. For example, by referencing the associated CLINS, DRL, or paragraphs in the statement of work.

2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract—including all Option CLINS or other optional or contingent delivery requirements (i.e., presuming that the Government will exercise the option to require delivery), online or remote access to information and firmware or other computer software to be embedded in hardware deliverables.

(d) Copies of Negotiated, Commercial, and Other Non-Standard Licenses. Seller shall provide copies of all proposed specially negotiated license(s), commercial license(s), and any other asserted restrictions other than Government purpose rights, limited rights; restricted rights; SBIR data rights for which the protection period has not expired; or Government’s minimum rights as specified in the clause at 252.227-7015.

(e) Commercial Computer Software (Including Open Source Software) assertions shall be identified by completing the following table.

Identification of Commercial Software (including Open Source Software) Use and Modifications				
Computer Software Title and Version # *	Computer Software License Name and Version # **	Name of Seller Delivering Open Source Software ***	If Open Source Software (OSS), was OSS modified by Seller? ****	If Modified, was Open Source Software modified by incorporation into a third party's software? *****

*The complete title and version number of the Open Source Software should be listed. If downloaded from a website, the website address should also be provided.

**The Software license and version number should be listed. If a version number is not available, Seller should state no version number.

***Corporation, individual, or other person as appropriate.

****Seller should state whether it has modified the Open Source Software.

*****If Seller has modified the Software, the contract should state whether the Open Source Software was modified by combining with another party’s non-open source software. The other party’s non-open source may be licensed with distribution restrictions which would not allow the Government to accept delivery of the software combination.

(f) Contractor Use, But Not Delivery, of, Open Source Software (OSS). OSS- computer software for which the source code is available without charge for use, modification and distribution—is often licensed under terms that require the user to make the user’s modifications to the open source software or any software that the user ‘combines’ with the open source software freely available in source code form. In cases where Seller proposes to use open source software while performing under a contract, but not to deliver OSS, Seller shall not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables. For example, Seller may not develop a computer software deliverable using an open source program (including without limitation libraries) and non-commercial computer software program where such use results in a program file(s) that contains code from both the non-commercial computer software and open source software if the open source software is licensed under a license that requires any “modifications” be made freely available. Seller also may not combine the non-commercial computer software deliverables with open source software licensed under the GNU General Public License (GPL) or the Lesser General Public License (LGPL) in any manner where such use would cause, or could be interpreted or asserted to cause, the non-commercial computer software deliverable or any modifications thereto to become subject to the terms of the GPL or LGPL.

INSURANCE-PROPERTY LOSS OR DAMAGE-LIABILITY TO THIRD PERSONS—BASIC (NAVSEA) (OCT 2018)

(a) Seller shall not, unless otherwise directed or approved in writing by the Buyer, carry or incur the expense of any insurance against any form of loss of or damage to the vessels or to the materials or equipment therefor to which the Buyer has acquired title or which have been

furnished by the Buyer for installation by Seller. Buyer assumes the risks of loss of and damage to the vessels and such materials and equipment which would have been assumed by the underwriters if Seller had procured and maintained throughout the term of this contract, on behalf of itself and the Buyer, insurance with respect to the vessels and such materials and equipment for full value against pre-keel and post-keel laying risks (i) under the forms of Marine Builders Risk (Navy Form-Syndicate) policy, including the rider attached to the "Free of Capture and Seizure" clause thereof, and War Damage policy, both as set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form-Syndicate) and War Damage Insurance Policies referred to in the Vessel Contracts to the Bureau of Ships", dated 23 November 1942," or (ii) under any other policy forms which the Buyer shall determine were customarily carried or would have been customarily carried by Seller in the absence of the foregoing requirement that Seller not carry or incur the expense of insurance, provided, that the Buyer does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which Seller has failed to procure or maintain insurance, if available, as required or approved by Buyer; provided, further, that under the above identified policies or under this requirement Buyer does not assume any risk with respect to, and will not pay for any costs of Seller for the inspection, repair, replacement, or renewal of any defects themselves in the vessel(s) or such materials and equipment due to (A) defective workmanship, or defective materials or equipment performed by or furnished by Seller or its subcontractors or, (B) workmanship, or materials or equipment performed by or furnished by Seller or its subcontractors which do(es) not conform to the requirements of the contract, whether or not any such defect is latent or whether or not any such non-conformance is the result of negligence; provided, further, that under the above identified policies or under this requirement Buyer does not assume the risk of and will not pay for the costs of any loss, damage, liability or expense caused by, resulting from, or incurred as a consequence of delay or disruption of any type whatsoever. No requirement of this contract shall operate to subject Seller to a liability for which Buyer has assumed the risk hereunder. Notwithstanding the foregoing, Seller shall bear the first \$100,000 of loss or damage from each occurrence or incident the risk of which the Buyer otherwise would have assumed under the requirements of this paragraph and said deductible amount shall be expressly unallowable and excluded from any payments made pursuant to this contract.

- (b) Unless otherwise directed by the Buyer, Seller shall procure and thereafter maintain with respect to each of the vessels Collision Liability and Protection and Indemnity Liabilities Insurance (Government-Syndicate Form), as set forth in the aforesaid 23 November 1942 pamphlet, if available, in an amount equal to (i) eighty percent (80%) of the sum of the target price of the vessel and an amount estimated by Buyer to represent the value of materials and equipment furnished by Buyer for installation by Seller, or (ii) Two Million Dollars (\$2,000,000), whichever shall be less. Buyer will indemnify Seller against liabilities (including expenses incidental thereto) to third persons which, but for the limitation on amount specified in this paragraph, would have been covered by such Collision Liability and Protection and Indemnity Liabilities Insurance, and which are not compensated for by insurance or otherwise, provided such liabilities are represented by final judgments or by settlements approved in writing by Buyer. Seller shall not, however, be so indemnified against liabilities with respect to which Seller has failed to procure or maintain insurance, if available, as required or approved by Buyer. Seller shall promptly notify the Administrative Contracting Officer (ACO) of each suit or action filed and each claim made against which Seller may be entitled to indemnification under this paragraph. Seller shall furnish the ACO with copies of all papers received with respect to each suit, action or claim and, if requested by Buyer, shall authorize representatives of Buyer to settle, or direct or take charge of the defense of, such suit, action or claim. In the absence of such request, Seller shall diligently proceed with such defense. Buyer's liability under this paragraph (b) and the Collision Liability and Protection and Indemnity Liabilities Insurance forms set forth in the pamphlet entitled "Standard Forms of Marine Builders Risk (Navy Form Syndicate) and War Damage Insurance Policies, referred to in Vessel Contracts of the Bureau of Ships, dated 23 November 1942, is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (c) The cost of the insurance required by paragraph (b) of this requirement is included in the target price or price, as applicable, and the cost of all other insurance which may be required or approved pursuant to this clause will be considered allowable costs under this contract. If Buyer should require or approve the cancellation of any such insurance, Seller will promptly pay to Buyer the amount of all unearned premiums refunded to the Contractor, but only to the extent that such premiums shall have been reimbursed to Seller by the Buyer or included in the pricing structure of the contract (firm fixed price or incentive type arrangement, as applicable).
- (d) All insurance which is or may be required or approved pursuant to this requirement shall be in such form, in such amounts, for such periods of time, and with such insurers as Buyer may from time to time require or approve, provided Seller shall be named as an insured and shall be entitled to payment of any loss or damage as its interests may appear. The policies or certificates of insurance shall be deposited with the ACO.
- (e) In the event of loss of or damage to any of the vessels or any of the materials or equipment therefor which may result in a claim against Buyer under the insurance requirements of this contract, Seller promptly shall notify the Contracting Officer of such loss or damages, and the Contracting Officer may, without prejudice to any other right of Buyer, either:
 - (i) Order Seller to proceed with replacement or repair in which event Seller shall effect such replacement or repair. Seller shall not invoice for such costs and shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (labor and material) and allocable indirect expenses. The ACO will establish a separate contract line item for the purposes of reimbursing the Seller's allowable and allocable costs associated with any insurance claim submitted pursuant to this requirement. Seller shall maintain such separate accounts until the parties agree to an equitable adjustment for the direction ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause. Seller shall submit to the Contracting Officer a request for reimbursement of the cost of such replacement or repair together with such supporting documentation as the Contracting Officer may reasonably require, and shall identify such request as being submitted under this insurance requirement. If Buyer determines that the risk of such loss or damages is within the scope of the risks assumed by Seller under this requirement, Seller will reimburse Buyer for the reasonable, allowable cost of such replacement or repair, plus a reasonable profit, less the deductible amount specified in paragraph (a) of this requirement. Payments by Buyer to Seller under this insurance requirement are outside the scope of and shall not affect the pricing structure of the contract (firm fixed price or incentive type arrangement, as applicable), and are additional to the compensation otherwise payable to Seller under this contract; or
 - (ii) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired,
 - (A) Modify the contract appropriately consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage, or
 - (B) Terminate the construction of any part or all of the vessel(s) under the clause of this contract entitled "Termination for Convenience of the Government (Fixed-Price)" (FAR 52.249-2).

- (f) The coverage provided by this requirement is extended geographically to include material or equipment to which Buyer has acquired title or which has been furnished by Buyer and is located in the following Seller facilities or in transit between facilities:

(List facilities)

Seller may request the Contracting Officer to extend the geographical coverage of this requirement to newly acquired or leased facilities which are to be used in the performance of this contract.

Section I - Contract Clauses

In interpreting the requirements of these clauses, “Contracting Officer” should be considered to be Buyer’s Procurement Representative and “Government” should be considered to be Buyer, unless the context indicates otherwise. Reasonable efforts have been used to convert the terminology used in the Government’s solicitation clauses to the terms used in NASSCO’s MILGEN terms; however, there may some instances where those conversions were not made for clauses where full text was not given. Accordingly, please apply the following term conversions. “Contractor” shall mean Seller. The terms “Government” or “Contracting Officer” do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a disputes or changes clause, or (v) with regards to a clause permitting audit(s) of Seller. Some clauses are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following addresses:

<https://www.acquisition.gov/far/>

<https://www.aquisition.gov/dfars>

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Buyer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address:

<https://www.acquisition.gov/content/regulations>**The following notes apply to the clauses incorporated by reference below.**

Note 1 – Substitute “Buyer” for “the Government” or “the United States”.

Note 2 – Substitute “Buyer Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO”.

Note 3 – Insert “and Buyer” after “Government”.

Note 4 – Insert “or Buyer”) after “Government.

Note 5 – Communication/notification required under this clause from/to the Seller and to/from the Contracting Officer shall be through Buyer.

Note 6 – Insert “and Buyer” after “Contracting Officer”.

Note 7 – Insert “or Buyer’s Procurement Representative” after “Contracting Officer”.

FEDERAL ACQUISITION REGULATION CLAUSES

NUMBER	TITLE NOTE	DATE
52.202-1	DEFINITIONS <i>No Note applies.</i>	NOV 2013
52.203-3	GRATUITIES <i>Note 3 applies in (c) and (d).</i>	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES <i>Note 3 applies in (a).</i>	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT <i>Applies if the Contract value exceeds \$150,000. No Note applies.</i>	SEPT 2006
52.203-7	ANTI-KICKBACK PROCEDURES <i>Clause applies if the Contract value exceeds \$150,000 and Note 2 applies for (b)(4) when the Government exercises its rights and remedies against Buyer as a result of any kickback given by Seller.</i>	MAY 2014
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY <i>Note 3 applies to (b) and (c).</i>	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY <i>Note 2 applies for (b) and Note 1 applies for (c) when the Government exercises its rights and remedies against Buyer as a result of any illegal or improper activity done by Seller.</i>	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS <i>Applies if the Contract value exceeds \$150,000. Note 5 applies. Seller is to make disclosure to Buyer so that Buyer can fulfill the obligations under the Prime Contract.</i>	OCT 2010

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT <i>Applies if this Contract exceeds \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause. Clause does not apply to small businesses.</i>	OCT 2015
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS <i>No Note applies.</i>	APR 2014
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY OR STATEMENTS <i>No Note applies.</i>	JAN 2017
52.204-2 SECURITY REQUIREMENTS <i>Applies if the Contract Work requires access to classified information.</i>	AUG 1996
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER <i>Note 3 applies to (b).</i>	MAY 2011
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS <i>Applies if Seller meets the first tier subcontract thresholds specified in the clause. Seller is to send information to Buyer so that Buyer and fulfill its reporting obligations under this clause. No Note applies.</i>	OCT 2016
52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT <i>Applies if this Contract exceeds \$35,000 and is not a subcontract for commercially available off the shelf items. Seller is to provide notices to Buyer so that Buyer can fulfill its reporting obligations under this clause. Note 5 applies.</i>	OCT 2015
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS <i>No Note applies.</i>	JUL 2013
52.209-10 PROHIBITION OR CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS <i>Note 3 applies</i>	NOV 2015
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS <i>No Note applies.</i>	APR 2008
52.215-2 AUDIT AND RECORDS—NEGOTIATION <i>Applicable if: (1) Seller is required to furnish cost or pricing data, or (2) the Contract requires Seller to furnish cost, funding or performance reports, or (3) this is an incentive or re-determinable type contract.</i>	OCT 2010
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA <i>Applies if submission of certified cost or pricing data is required. Note 4 applies. Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.</i>	AUG 2011
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS <i>Applies if submission of certified cost or pricing data is required for modifications. Note 4 applies. Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.</i>	AUG 2011
52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA <i>Applies if this Contract exceeds \$750,000 and is not otherwise exempt under FAR 15.403. No Note applies.</i>	OCT 2010
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS <i>Applies if this Contract exceeds \$750,000 and is not otherwise exempt under FAR 15.403. No Note applies.</i>	OCT 2010
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS <i>Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.</i>	OCT 2010
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS <i>Applies if this Contract meets the requirements of FAR 15.408(i). Note 5 applies.</i>	JUL 2005
52.215-19 NOTIFICATIONS OF OWNERSHIP CHANGES <i>Applies if this Contract meets the requirements of FAR 15.408(K). Note 5 applies.</i>	OCT 1997
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS <i>Note 5 applies.</i>	OCT 2010
52.215-21 ALT III REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (OCT 2010) <i>Note 5 applies.</i>	OCT 1997
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS <i>The plan should be provided to Buyer.</i>	NOV 2016
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN <i>Applies if value of Contract equals or exceeds \$700,000 except the clause does not apply if Seller is a small business concern.</i>	JAN 2017

Seller is to provide its subcontracting plan to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.

52.219-9 ALT II SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) ALT II	NOV 2016
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3 CONVICT LABOR <u>No Note applies.</u>	JUN 2003
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION <u>Applies if the Contract requires or involves employment of laborers or mechanics. Note 7 applies.</u>	MAY 2014
52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES <u>Note 2 applies for (c) and Note 2 for (d) when the Government exercises its rights and remedies against Buyer for Seller's violations.</u>	JAN 2018
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 <u>Applies when Contract exceeds or may exceed \$15,000. No Note applies.</u>	MAY 2014
52.222-21 PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26 EQUAL OPPORTUNITY <u>Applies to Contract with value of \$10,000 or more. Note 7 applies to (c)(3) and (c)(5).</u>	SEP 2016
52.222-35 EQUAL OPPORTUNITY FOR VETERANS <u>Applies to Contract with value of \$150,000 or more.</u>	OCT 2015
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES <u>Applies if Contract value equals or exceeds \$15,000. No Note applies.</u>	JUL 2014
52.222-37 EMPLOYMENT REPORTS ON VETERANS <u>Applies if Contract value equals or exceeds \$150,000. Seller is to provide its report to Buyer so that Buyer can incorporate it as part of Buyer's own reporting obligations with respect to this clause. Note 5 applies.</u>	FEB 2016
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT <u>No Note applies.</u>	DEC 2010
52.222-50 COMBATING TRAFFICKING IN PERSONS <u>Note 5 applies except in (e) where Note 4 applies.</u>	MAR 2015
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION <u>Applies if this Contract exceeds \$3,500. No Note applies.</u>	OCT 2015
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA <u>Note 5 applies.</u>	JAN 1997
52.223-6 DRUG-FREE WORKPLACE <u>Note 5 applies except Note 4 applies in (d).</u>	MAY 2001
52.223-7 NOTICE OF RADIOACTIVE MATERIALS	JAN 1997
52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS <u>Applies if the Contract Work was manufactured with or contains ozone-depleting substances. No Note applies.</u>	JUN 2016
52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS <u>No Note applies.</u>	JUN 2016
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING <u>No Note applies.</u>	AUG 2011
52.223-20 AEROSOLS <u>No Note applies.</u>	JUN 2016
52.223-21 FOAMS <u>No Note applies.</u>	JUN 2016
52.224-3 PRIVACY TRAINING <u>No Note applies.</u>	JAN 2017
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES <u>No Note applies.</u>	JUN 2008
52.227-1 AUTHORIZATION AND CONSENT <u>No Note applies. Government and Contracting Officer remain unchanged.</u>	DEC 2007
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT <u>Applies if Contract value exceeds \$150,000; Note 5 applies to (a) and (b).</u>	DEC 2007
52.227-3 PATENT INDEMNITY	APR 1984
52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996

52.230-2 (DEV) COST ACCOUNTING STANDARDS [DEVIATION 2018-O0012] <i>Applies only when referenced in the Contract that full CAS coverage applies. No Note applies.</i>	APR 2018
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS <i>Applies if FAR 52.230-2 or FAR 52.230-3 applies. No Note applies.</i>	JUN 2010
52.232-20 LIMITATION OF COST <i>No Note applies.</i>	APR 1984
52.232-22 LIMITATION OF FUNDS <i>Note 2 applies to (c), (d), (e), (f)(2), (h) and (i). Note 1 applies to (k).</i>	APR 1984
52.232-23 ASSIGNMENT OF CLAIMS <i>Note 2 applies for (c).</i>	MAY 2014
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS <i>No Note applies.</i>	JUN 2013
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS <i>This clause applies equally to Buyer and Seller with respect to accelerated payments to Seller (if Seller is a small business) and its small business subcontractors.</i>	DEC 2013
52.233-3 PROTEST AFTER AWARD <i>Note 2 applies except in (e) where Note 3 applies.</i>	AUG 1996
52.233-3 ALT I PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I	JUN 1985
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM <i>No Note applies.</i>	OCT 2004
52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III <i>Note 5 applies to (b).</i>	SEP 2016
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS <i>Note 5 applies to (a)(2).</i>	APR 1984
52.242-3 PENALTIES FOR UNALLOWABLE COSTS <i>No Note applies.</i>	MAY 2014
52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13 BANKRUPTCY <i>Note 2 applies.</i>	JUL 1995
52.243-1 CHANGES—FIXED PRICE <i>Note 2 applies.</i>	AUG 1987
52.243-2 CHANGES—COST REIMBURSEMENT <i>Note 2 applies.</i>	AUG 1987
52.243-6 CHANGE ORDER ACCOUNTING <i>No Note applies. The Contracting Officer remains unchanged and refers to the Government's Contracting Officer.</i>	APR 1984
52.243-7 NOTIFICATION OF CHANGES	JAN 2017
52.244-2 SUBCONTRACTS <i>Note 5 applies. Buyer acts as the intermediary for the Government.</i>	OCT 2010
52.244-5 COMPETITION IN SUBCONTRACTING <i>No Note applies.</i>	DEC 1996
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS <i>Note 2 applies.</i>	NOV 2017
52.245-1 GOVERNMENT PROPERTY <i>Note 5 applies.</i>	JAN 2017
52.245-9 USE AND CHARGES <i>Note 5 applies.</i>	APR 2012
52.248-1 VALUE ENGINEERING <i>Applies if the Contract value exceeds \$150,000; Note 5 applies.</i>	OCT 2010
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) <i>Clause is applicable when Government terminates the Prime Contract.</i>	APR 2012
52.249-6 TERMINATION (COST REIMBURSEMENT)	MAY 2004

52.251-1 GOVERNMENT SUPPLY SOURCES <i>No Note applies.</i>	APR 2012
52.252-2 CLAUSES INCORPORATED BY REFERENCE	FEB 1998
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES <i>No Note applies.</i>	APR 1984
52.253-1 COMPUTER GENERATED FORMS <i>No Note applies.</i>	JAN 1991
DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CLAUSES	
NUMBER	TITLE NOTE
DATE	
252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE <i>No Note applies.</i>	DEC 1991
252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS <i>No Note applies.</i>	SEP 2011
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES <i>Applies if this Contract exceeds \$150,000. Note 5 applies.</i>	DEC 2008
252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL <i>No Note applies.</i>	DEC 2012
252.203-7004 DISPLAY OF HOTLINE POSTER(S) <i>No Note applies.</i>	OCT 2016
252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS <i>Note 5 applies.</i>	NOV 2011
252.204-7000 DISCLOSURE OF INFORMATION <i>Note 5 applies.</i>	OCT 2016
252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED <i>No Note applies.</i>	DEC 1991
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT <i>No Note applies.</i>	APR 1992
252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES <i>No Note applies.</i>	NOV 2001
252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC 2019
252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY 2016
252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR 2022
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS <i>No Note applies.</i>	DEC 1991
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM <i>Note 5 applies for (b).</i>	OCT 2015
252.211-7000 ACQUISITION STREAMLINING	OCT 2010
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION <i>No Note applies.</i>	MAR 2016
252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV 2005
252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION	MAR 2018
252.215-7000 PRICING ADJUSTMENTS <i>No Note applies.</i>	DEC 2012
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS	DEC 2012
252.219-7003 DEV SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) - BASIC (DEV 2018-O0007)	DEC 2017
252.219-7003 ALT 1 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) – BASIC (DEV 2018-O0007) ALTERNATE I	DEC 2017
252.223-7001 HAZARD WARNING LABELS	DEC 1991
252.223-7004 DRUG FREE WORK FORCE <i>No Note applies.</i>	SEP 1988

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM <i>Note 2 applies for (b.)</i>	JUN 2013
252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM – BASIC	DEC 2017
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS <i>No Note applies.</i>	DEC 2017
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD <i>Note 5 applies.</i> <i>Seller must also notify Buyer in its proposal whether it intends to perform outside of the US and Canada pursuant to 252.225-7003 (OCT 2015)</i>	OCT 2015
252.225-7007 PROHIBITION ON ACQUISITION OF US MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP 2006
252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS <i>Applies if the Contract Work to be furnished contains specialty metals. Note 5 applies to (d)(i).</i>	OCT 2014
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES <i>No Note applies.</i>	DEC 2017
252.225-7013 DUTY-FREE ENTRY – BASIC <i>Note 5 applies.</i>	MAY 2016
252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS <i>No Note applies.</i>	JUN 2005
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN 2011
252.225-7017 PHOTOVOLTAIC DEVICES <i>No Note applies.</i>	JAN 2018
252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN	DEC 2009
252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS <i>Note 5 applies for (d).</i>	DEC 2009
252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006
252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS <i>No Note applies.</i>	JUN 2005
252.225-7048 EXPORT-CONTROLLED ITEMS <i>No Note applies.</i>	JUN 2013
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS <i>Applies if this Contract exceeds \$500,000. Note 5 applies.</i>	SEP 2004
252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	FEB 2014
252.227-7013 ALT II RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS ALT II (FEB 2014) <i>Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	MAR 2011
252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS <i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	FEB 2014
252.227-7015 ALT I TECHNICAL DATA COMMERCIAL ITEMS (FEB 2014) ALT I <i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	DEC 2011
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION <i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	JAN 2011
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS <i>No Note applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	MAY 2013
252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE <i>No Note applies.</i>	APR 1988
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE <i>No Note applies.</i>	APR 1988
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT <i>Note 5 applies. The Government desires Government Purpose Rights (“GPR”) or better for Technical Data and Computer Software to be delivered under the Contract.</i>	MAR 2000

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA <i>Note 5 applies. The Government desires Government Purpose Rights ("GPR") or better for Technical Data and Computer Software to be delivered under the Contract.</i>	SEP 2016
252.231-7000 SUPPLEMENTAL COST PRINCIPLES <i>No Note applies.</i>	DEC 1991
252.232-7010 LEVIES ON CONTRACT PAYMENTS <i>Note 2 applies.</i>	DEC 2006
252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017)	SEP 2015
252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM-BASIC	NOV 2014
252.235-7003 FREQUENCY AUTHORIZATION	MAR 2014
252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS	JUN 2004
252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION <i>Note 5 applies.</i>	JAN 2008
252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES <i>Note 5 applies.</i>	DEC 1991
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM <i>No Note applies.</i>	MAY 2011
252.242-7005 CONTRACTOR BUSINESS SYSTEMS <i>Note 5 applies.</i>	FEB 2012
252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION <i>Note 5 applies.</i>	FEB 2012
252.243-7001 PRICING OF CONTRACT MODIFICATIONS <i>Note 5 applies.</i>	DEC 1991
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT <i>Note 5 applies.</i>	DEC 2012
252.244-7000 SUBCONTRACTORS FOR COMMERCIAL ITEMS <i>No Note applies.</i>	JUN 2013
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY <i>No Note applies.</i>	APR 2012
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY <i>Note 5 applies.</i>	DEC 2017
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL <i>Note 5 applies.</i>	DEC 2017
252.246-7001 WARRANTY OF DATA <i>Note 5 applies.</i>	MAR 2014
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES <i>Note 5 applies.</i>	JUN 2013
252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS	OCT 2010
252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS	MAR 2016
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG 2016
252.246-7008 SOURCES OF ELECTRONIC PARTS	DEC 2017
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA <i>Note 5 applies.</i>	APR 2014
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION <i>Note 5 applies.</i>	OCT 2015
252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG 2012
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)	

Modify the clause as follows:

(a) The word "Supplies" as used in this clause includes the term "Vessel(s)" and has the definition stated in the clause entitled "INSPECTION OF SUPPLIES--FIXED-PRICE."

(b) At the end of paragraph (b), add the following:

"In addition to its other remedies, the Government or Buyer may, by contract or otherwise, with respect to work terminated as permitted in this clause, proceed with the completion of the Vessel(s) and Supplies at such plant or plants, including that of Seller, as may be designated by the Contracting Officer or Buyer. If the Vessel(s) and other Supplies are to be completed at Seller's plant, the Government or Buyer may use all tools,

machinery, facilities and equipment of Seller determined by the Contracting Officer or Buyer to be necessary for that purpose. The Government or Buyer shall also have the right, in the event performance is completed at Seller's plant, to procure any additional Supplies, tools, machinery, facilities, and equipment that are necessary to complete the Vessel(s) and other Supplies. If the cost to the Government or Buyer of completing the Vessel(s) and other Supplies or procuring Supplies similar to those terminated (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for such Vessel(s) and other Supplies under this contract (after adjusting such price on account of changes in the plans and specifications made prior to the date of termination), Seller, or its surety, if any, shall be liable for such excess."

- (c) In the first sentence of paragraph (c), after the word "costs", insert the phrase "or other damages."
- (d) In the first sentence of paragraph (e), after the word "title", insert the phrase "(insofar as not previously transferred)."