

PURCHASE ORDER ATTACHMENT T-RAM NON US (00)

This attachment is designed for use with awards to foreign concerns under Prime Contract: N00024-00-C-5487

The following provisions are added to & made a part of the Purchase Order General Provisions for this Purchase Order:

1. The following FAR and FAR Supplement clauses (modified as indicated) replace the FAR and DFARS clauses listed in the Purchase Order General Provisions:
 - a. All orders include the following:

52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 95)
52.203-7	Anti-Kickback Procedures (Jul 95)
52.204-2	Security Requirements (Aug 96)
52.211-5	Material Requirements (Oct 97), <i>in which "Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer in the last two sentences of the clause.</i>
52.215-14	Integrity of Unit Prices, ALTERNATE I (Oct 97), excluding paragraph (c).
52.222-1	Notice to the Government of Labor Disputes (Feb 97), <i>in which "Contracting Officer" means Buyer's Purchasing Representative.</i>
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 97) <i>"Government" shall mean Government or Buyer, and after "United States Government Contract No. _____ in paragraph (e)(4) add "and Buyer's Order No. _____." Numbers are noted on the face of this Order.</i>
52.223-11	Ozone-Depleting Substances (Jun 96)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (Jun 89)
52.244-6	Subcontracts for Commercial Items and Commercial Components (Oct 95) <i>If this award is for a commercial item, as defined in FAR 2.101, with respect to Article 17 of these Purchase Order General Provisions, only those FAR and DFARS clauses identified in subparagraph (c) of FAR 52.244-6 and DFARS 252.244-7000 apply</i>
52.245-2	Government Property (Fixed-Price Contracts) (Dec 89), <i>"Contracting Officer" means Buyer's Purchasing Representative, & "Government" means Government or Buyer. The fourth sentence of para (h) is changed to read: "Neither the Government nor the Buyer shall be liable...."</i>
52.246-2	Inspection of Supplies (Fixed Price) (Aug 96), <i>in which "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, and "Government" means Buyer except that the first time it appears in the first sentence of paragraph (b) and in the fourth sentence of paragraph (b) it means Buyer and the Government (provided, however, that an inspection system accepted by the Government will be deemed acceptable to the Buyer), and the first time it appears in paragraph (k) it means Government or Buyer. The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. The rights and remedies of the Buyer shall be in addition to and not in limitation of those set forth in Provision I, Warranties.</i>
52.246-16	Responsibility for Supplies (Apr 84), <i>in which "Contractor" means Seller and "Government" means Buyer, except in paragraph (d) where "Government" means Government or Buyer.</i>
52.246-23	Limitation of Liability (Feb 97) (Applicable to German contractors only, at any tier)
52.249-2	Termination for Convenience of the Government (Fixed Price) (Sep 96), <i>in which "Contracting Officer" means Buyer's Purchasing Representative, and "Government" means Buyer except in paragraph (m). In paragraph (c) the term "45 days" is changed to "90 days." The term "1-year" in paragraph (d) is changed to "6 months." The term "90 days" in paragraph (k) is changed to "45 days." If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books and records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.</i>
52.249-8	Default (Fixed-Price Supply and Service) (Apr 84)
252.225-7009	Duty Free Entry -- Qualifying Country End Products and Supplies (Mar 98)
252.225-7010	Duty Free Entry - Additional Provisions (Mar 98)
252.225-7043	Antiterrorism/Force Protection Policy for Contractors Outside the United States (Jun 98)

- 252.227-7013 Rights in Technical Data - Noncommercial Items (Nov 95)
- 252.227-7014 Rights in Noncommercial Software & Noncommercial Computer Software Documentation (Jun 95)
- 252.227-7015 Technical Data - Commercial Items (Nov 95)
- 252.227-7016 Rights in Bid and Proposal Information (Jun 95)
- 252.227-7017 Identification and Assertion of Use, Release or Disclosure Restrictions (Jun 95)
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 95)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 88)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (Nov 95)
- 252.228-7005 Accident Reporting & Investigation Involving Aircraft, Missiles, & Space Launch Vehicles (Dec 91)
- 252.231-7000 Supplemental Cost Principals (Dec 91) [In paragraph (a), "this contract" means the Buyer's prime contract supported by this order]
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts)(Feb 97). If this award is for a commercial item, as defined in FAR 2.101, with respect to Article 17 of these Purchase Order General Provisions, only those FAR and DFARS clauses identified in subparagraph (c) of FAR 52.244-6 and DFARS 252.244-7000 apply
- 252.247-7023 Transportation of Supplies by Sea (Nov 95)
- 252.247-7024 Notification of Transportation of Supplies by Sea (Nov 95)

b. All orders over \$10,000 include:

- 52.225-10 Duty Free Entry (Apr 84) *"Contracting Officer" means Buyer's Purchasing Representative. In the last sentence of paragraph (h) "the contract" means prime contract.*
- 52.244-5 Competition in Subcontracting (Dec 96)

c. All orders over \$100,000 include:

- 52.215-2 Audit and Records - Negotiation (Oct 97) *If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books or records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.*
- 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 96)
- 52.223-14 Toxic Chemical Release Reporting (Oct 96)
- 52.246-24 Limitation of Liability-High Value Items (Feb 97)(Applicable to German contractors only, at any

tier)

- 252.249-7002 Notification of Proposed Program Termination or Reduction (Dec 96)

d. All orders over \$1,000,000 include:

- 252.211-7000 Acquisition Streamlining (Dec 91)

2. All orders include the following:

a. INSPECTION

In addition to and not in lieu of quality attachments which are made a part of this order, Buyer and Buyer's customer personnel may inspect work performed hereunder by Seller at all reasonable times. The Seller shall provide access to his facilities and render such assistance therein as Buyer's rights hereunder. The Seller shall include this provision in all orders/subcontracts executed hereunder.

b. RELEASE OF INFORMATION

Release of any information pertinent to this subcontract requires prior approval of the Buyer.

c. INSURANCE REQUIREMENTS

If Seller is to perform work at Buyer's facility or on U.S. Government property, Seller shall furnish insurance certificates in accordance with paragraph I of Buyer's Purchase Order Attachment GL-14 prior to the commencement of any work at Buyer's facility or on U.S. Government property.

d. APPLICABLE SECURITY REGULATIONS

Classified information exchanged or generated pursuant to this contract will be protected by the recipient Contractor in compliance with bilateral security agreements that exist between the cooperating Governments.

Protection will be no less stringent than that specified in the General Security of Military Information Agreement (GSOMIA) dated 23 December 1960, as amended, covering exchange of information between the United States and Germany, and NATO Restricted Document C-M(55)15(Final), "Security Within the North Atlantic Treaty Organization," dated 2 March 1955, as amended.

*All Classified information and data to be transferred between countries shall be made via the RAM Program Manager, or his representative, from the respective cooperating country. (U.S. – Program Executive Office, Expeditionary Warfare PEO (EXW) PMS 472; FRG-Bundesamt fuer Wehrtechnik und Beschaffung, FK III 6/PROB RAM).

*Shipment of classified or explosive hardware and material shall be in accordance with the RAM Guided Missile Weapon System Packaging, Handling, Shipping and Transportation Management Plan MD-56265 dated 30 October 1991, as amended.

e. YEAR 2000 COMPLIANCE

Buyer's Purchase Order Attachment SS-20 applies hereto if this order involves computer hardware/software or equipment with an internal mechanism for computing dates.

f. SPECIAL PROVISION REGARDING AUDITING RESPONSIBILITIES(APPLICABLE TO GERMAN SUPPLIERS)

In order to fulfill the provisions and intent of the 29 November 1985 Memorandum of Understanding (MOU) on reciprocal audit services and the 3 August 1987 MOU on cooperative RAM production, both agreements between the Governments of the United States and the Federal Republic of Germany, the Governments and Buyer and Supplier agree to the following:

A. AUDITING RESPONSIBILITIES

The Federal Office of Military Technology and Procurement (Bundesamt fuer Wehrtechnik und Beschaffung, or BWB) is herewith designated the representative of the Buyer's Contracting Office for the purposes of the general provision, Audit and Records (Federal Acquisition Regulation, paragraph 52.215-2), and, as such, shall be responsible for providing the defense contract audit services contemplated under the reciprocal contract audit MOU. The supplier and his subcontractors shall provide the BWB auditors access to and the right to examine and audit their books, records, documents and other data as required under the general provision of the contract.

Contractor audits of both proposed and incurred costs of contract performance shall be performed to the cost principles specified herein. Nothing in this provision, however, affects the rights accorded the Comptroller General under the general provision Audit and Records (Federal Acquisition Regulation, paragraph 52.215-2).

B. COST PRINCIPLES

*Notwithstanding any general provision to the contrary of this contract, the allowability of costs incurred by the German contractors and subcontractors with subcontracts in excess of 100,000DM shall be governed by the cost principles of the Verordnung PR Nr. 30/53 ueber die Preise bei oeffentlichen Auftragen (VOPR 30/53), including the appendix Leitsatze fuer Preisermittlung aufgrund von Selbstkosten (LSP), as amended by including the following Federal Acquisition Regulation (FAR) citations of expressly unallowable costs, or costs with limited allowability:

<u>Cost</u>	<u>As Defined or Limited by</u>
Advertising Costs	FAR 31.205-1
Bad Debts	FAR 31.205-3
Compensation for Personal Services	FAR 31.205-6
Contingencies	FAR 31.205-7

Contributions and Donations	FAR 31.205-8
Costs of Idle Facilities and Idle Capacity	FAR 31.205-17
Costs Related to Legal and Other Proceedings	FAR 31.205-47
Deferred Research and Development Costs	FAR 31.205-48
Depreciation	FAR 31.205-11
Economic Planning Costs	FAR 31.205-12
Entertainment Costs	FAR 31.205-14
Fines and Penalties	FAR 31.205-15
Independent Research and Development Costs	FAR 31.205-18
Interest and Other Financial Costs *	FAR 31.205-20
Lobbying and Political Activity	FAR 31.205-22
Losses on Other Contracts	FAR 31.205-23
Organizational Costs	FAR 31.205-27
Patent Costs	FAR 31.205-30
Relocation Costs	FAR 31.205-35
Rental Costs	FAR 31.205-36
Termination Costs	FAR 31.205-42
Training and Educational Costs	FAR 31.205-44
Travel Costs	FAR 31.205.46

* The imputed cost of money shall be allowable as determined by the BWB.

3. All orders over \$100,000 include Buyer's Purchase Order Attachment VE-01.
4. All orders involving ammunition or explosives include DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (May 94)