

1. Quality Management System

The Supplier shall provide and maintain a quality system that will ensure all products delivered conform to the drawings, specifications, and requirements specified in the purchase agreement. Documentation shall be made available to IBC and its' customers for review.

2. Right of Access

IBC, its customers, contractors or applicable government regulatory agencies reserve the right of entry to survey the supplier's Quality Management System, processes, and sub-tiers to ensure progress of completion of the purchase order and to review all applicable records or that of the supplier's sub-tier suppliers

3. Flow Down Requirements

The Supplier is responsible to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics, special requirements, critical items, customer requirements, customer designated suppliers, and/or special process suppliers. All work approved by Buyer to be out-sourced is subject to the requirements within the IBC Purchase Order

4. Non-forming Material

Authority to ship Non-Conforming product must be obtained by the Supplier prior to shipment. Discrepant material shipped without prior approval shall be rejected and returned to the supplier

5. Records

Product acceptance records shall be maintained for a minimum of ten (10) years unless otherwise specified by contract. Records shall be sent to IBC within 48 hours of requesting them. At the end of the retention period the supplier shall provide the option for IBC to take possession of the records. Records shall be stored, maintained, and protected in a manner to preclude damage or loss and preserve their integrity. Records (hardcopy/electronic) shall be identifiable, accurate, complete, legible, and readily retrievable. When applicable, acceptance stamps and signatures must be legible. Records may be stored as hardcopy and/or in electronic format. Electronic format can consist of scanned documents, databases, electronic forms and files, e-mail and attachments

6. Document Change Control

Supplier and their sub-tier suppliers shall maintain adequate control to assure drawing revision that are incorporated through purchase order changes are implemented in a timely manner. Items that are affected shall be identified, segregated, and packed separately at established points. Further, the supplier shall notify and obtain approval from IBC for proposed changes in the design or processes of the products.

7. Current Revision

Unless otherwise stated, reference specifications and the item supplied shall be certified to the current revision at the time or newer. In the event that the supplier possesses a later revision than what is specified by a purchase order, the supplier shall contact IBC to request clarification.

8. Changes-Manufacturing

The supplier agrees to notify IBC and obtain approval for changes in the following areas: changes to product and/or process, changes of suppliers, changes of manufacturing facility location, and changes in Quality Management System

9. Delivery of Goods

(a) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery and of the Goods and Services. Seller shall deliver the Goods in the quantities and on the date(s) or schedule specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may require delivery by the fastest method available at Seller's cost. Unless expressly agreed in writing, Buyer's remedies for late delivery are cumulative, including Buyer's right terminate this Order immediately by providing written notice to Seller, in which case Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date. If Seller delivers more than the quantity of Goods specified in the Purchase Order, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense.

(b) Seller shall deliver all Goods to the address or location specified in the Purchase Order (the "Delivery Point") or as otherwise instructed by Buyer. Seller shall pack, preserve and mark all Goods for shipment according to Purchase Order specifications or Buyer's instructions or, if there are no instructions or specifications, with the best commercially acceptable practices and in a manner sufficient to ensure that the Goods are delivered in undamaged condition, and in any event in accordance with applicable laws. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense. Goods that cannot be packed due to size or weight shall be loaded into suitable containers or pallets to allow for safe lifting and unloading. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Purchase Order.

10. Performance of Services

In the case of Services, Seller shall:

(i) provide the Services, including any ancillary deliverables, to Buyer as described and in accordance with these Terms and the schedule and applicable statement of work set forth in the Purchase Order;

(ii) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

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(iii) maintain complete and accurate records relating to the provision of the Services under this Order, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Order and for a period of three years thereafter, upon Buyer 's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services

(iv) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(v) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(vi) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer 's written instructions or authorization.

(vii) ensure that employees and people working on its behalf are aware of:

- a. Their contribution to product or service conformity;
- b. Their contribution to product safety
- c. The importance of ethical behavior

(viii) ensure the prevention and purchase of counterfeit or suspect/unapproved products to ensure product identification and traceability through internal controls that include the requirement of Material certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate

(ix) Ensure acceptance of products and services uses standard statistical techniques where applicable

(x) Ensure that test specimens and/or samples are provided for design approval, inspection/verification, investigation, or auditing

(xi) only use customer designated or approved external provider, including special process resources.

(xii) ensure that controls are applied to their direct and sub-tier external providers, to ensure that purchase order requirements are met

11. Acceptance and Confirmation

These terms and conditions of purchase (these "Terms") govern and are incorporated into one or more purchase orders, work orders or similar statement of work (the "Purchase Order") for the purchase of goods ("Goods") and/or services ("Services") by IBC and/or one or more of its affiliates (the "Buyer") from the seller or vendor specified in the Purchase Order (the "Seller"). The Purchase Order and these Terms (collectively, the "Order") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications, both written and oral. The terms of the Order prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. This Order expressly limits Seller's acceptance to the terms of this Order. Any acceptance or acknowledgement of the Purchase Order by Seller (including commencement of performance or fulfillment of the of the Purchase Order), even if containing or referencing terms inconsistent with the terms of the Order shall be deemed an acceptance by Seller of the Purchase Order and these Terms, and any inconsistent or additional terms shall be deemed ineffective, unless such terms were expressly agreed by Buyer in writing. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

A. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "Contracting Officer" shall mean the IBC'S customer for IBC's prime contract under which this Contract is entered.
4. "SELLER" and "Offerer" means the SELLER, which is the party identified on the face of the Contract with whom IBC is contracting, acting as the immediate subcontractor to IBC.
5. "Prime Contract" means the contract between IBC and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

B. NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "IBC" for "Government" or "United States" throughout this clause.
2. Substitute "IBC Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and IBC" after "Government" throughout this clause.
4. Insert "or IBC" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through IBC.
6. Insert "and IBC" after "Contracting Officer", throughout the clause.

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7. Insert "or IBC PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

(b) See also the clause of this Contract entitled Communication with IBC Engineering Customer with respect to communications between SELLER and the Government.

C. AMENDMENTS REQUIRED BY PRIME CONTRACT SELLER agrees that upon the request of IBC it will negotiate in good faith with IBC relative to amendments to this Contract to Incorporate additional provisions herein or to change provisions hereof, as IBC may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

D. PRESERVATION OF THE GOVERNMENT'S RIGHTS If IBC furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. s. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that IBC, acting on Its own behalf, may modify or limit any rights the Government may have to authorize SELLE R's use of such Furnished Items in support of other U.S. Government prime contracts.

E. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) DFARS 252.203-7001

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) (Excepting subparagraph (c) (1) of the clause. Applies if this Contract is over \$150,000.)

FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Contract exceeds \$150,000.)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (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.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015) (Applies if this Contract exceeds \$5,500,000. Contact the IBC Engineering Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Applies to this Contract if it exceeds the Simplified Acquisition Threshold. Applicable to Purchase Orders that include a requirement for services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLE BLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (APR 2014) (Applies if this Contract exceeds the Simplified Acquisition Threshold.)

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017). FAR 52.204-2 SECURITV REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015) (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d) (3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.) FAR

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless SELLER is furnishing commercially available off-the-shelf items.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) (Note 8 applies.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) (Applies if this Contract exceeds \$700,000 except the clause does not apply if SELLER is a small business concern. Note 2 Is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION (MAY 2014) (Applies if the Contract may require or Involve the employment of laborers and mechanics. Note 8 applies.)

FAR 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (MAY 2014) (Applies if this Contract exceeds \$15,000.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds \$15,000. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015) (Applies if this Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. Note 8 applies.)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)

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FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) (Applies if this subcontract is subject to

FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.)

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014). (Applies if FAR 52.222-41 applies to this contract. Note 6 applies except in paragraph (f) where Note 2 applies. The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until IBC's Customer makes appropriate adjustments to the Prime Contract.)

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (SEP 2009) (Applies if FAR 52.222-41 applies to this contract. Note 6 applies except in paragraph (e) where Note 2 applies. The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until IBC's customer makes appropriate adjustments to IBC's customer contract.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) (Note 2 applies. In paragraph (e) Note 3 applies. Alternate I is applicable to the order if it is included in the Prime Contract.)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017). (Applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (Applicable to Purchase Orders that provide for performance on a Federal facility.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007).

FAR 52.227-1 ALT I AUTHORIZATION AND CONSENT (APR 1984). (Applies if this contract exceeds \$25,000.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,500. Note 8 applies.)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) (Applicable to Purchase Orders when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.)

FAR 52.224-2 PRIVACY ACT (APR 1984) (Applicable to Purchase Orders that require the design, development, or operation of any system of records on individuals that is subject to the Privacy Act.)

FAR 52.225-1 BUYAMERICAN ACT -- SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (NOV 2013) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies If Work will be imported Into the Customs Territory of the United States. Note 2 applies.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008). 3

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds the Simplified Acquisition Threshold. Notes 2 and 4 apply.)

FAR 52.227-3 PATENT INDEMNITY (APR 1984) – ALTERNATE II (APR 1984) (This patent indemnification shall apply to Commercial Items (as defined in FAR 2.101) included within the end item deliverable.)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the IBC Procurement Representative identified on the face of this Contract.

FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

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FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract is for experimental, developmental or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted. If not otherwise included in this contract, the name and address of the contracting officer may be obtained from IBC's authorized representative.)

FAR 52.227-14 RIGHTS IN DATA- GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies.)

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007) (Note 1 applies.)

FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (MAY 2014) ("Note 2 applies. NOTE 1 applies in paragraph (b)(2) and "IBC or Government" is substituted for "Government" in paragraph (d). Applicable to any subcontract which requires the delivery of technical data. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014). (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984).

FAR 52.229-8 TAXES FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990). (In paragraph (b), Notes 1 and 2 apply. The blank is completed with information specified elsewhere in the contract. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or IBC." Delete paragraph (b) of the clause.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or IBC." Delete paragraph (b) of the clause.)

FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (OCT 2015) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)

FAR 52.230-5 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTIONS (OCT 2015) (Applies only when referenced In this Contract that this CAS clause applies. "United States" means "United States or IBC." Delete paragraph (b) of the clause.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

FAR 52.232-17 INTEREST (MAY 2014) (Applies if this Contract contains FAR clauses which expressly refer to an Interest clause. Note 1 applies.)

FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applies if Seller is receiving Performance Based Payments. Notes 1 and 2 apply except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applicable to subcontracts where software or services will be retransferred to the Government.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply If IBC does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event IBC's customer has directed IBC to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to

FAR 33.1, IBC may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears In paragraph (f). In paragraph (f) add after "33.104(h) (I)" the following: "and recovers those costs from IBC".)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Notes 1 and 2 apply.)

FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (MAY 14) (Applies to Cost or Incentive contracts valued at \$20,000,000 or more. Note 3 applies. Paragraphs (j) and (i) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) (Applicable to fixed-price construction, fixed-price dismantling, demolition, or removal of improvements the Contract. Notes 1 and 2 apply.)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996). (Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

FAR 52.243-1 CHANGES- FIXED PRICE (AUG 1987) (Notes 1 and 2 apply). Alternate I applies if this Contract is for services. Alternate II applies if this Contract is for supplies and services. Alternate V applies if the requirement is for research and development. In the event that Alternate V applies, in paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

FAR 52.243-2 ALT I - CHANGES-COST-REIMBURSEMENT (APR 1984). (Applies if the Contract is for services and no supplies are to be furnished. Notes 1 and 2 apply. In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

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FAR 52.243-2 ALT II - CHANGES-COST-REIMBURSEMENT (APR 1984) (Applies if the Contract is for services and supplies. Notes 1 and 2 apply. In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.243-2, ALT V CHANGES - COST REIMBURSEMENT (AUG 1987) (Applies if the Contract is for research and development.)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-2 SUBCONTRACTS (OCT 2010) (Paragraphs (g) and (h) only apply. Notes 1 and 2 apply.)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996.)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2015.)

FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) (ALT I) (APR 2012) (Note 2 applies except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes IBC. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "IBC" and except in paragraphs (d)(2) and (g) where the term includes IBC. The following is added as paragraph (n) "SELLER shall provide to IBC immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER'S property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required." Alternate II applies to Contracts for the conduct of basic or applied research at nonprofit institutions of higher education or at nonprofit institutions whose primary purpose is the conduct of scientific research.)

FAR 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012) (Note 3 applies except in the phrase "Government property." Note 2 applies.) FAR 52.245-9 USE AND CHARGES (APR 2012). (Communications with the Government under this clause will be made through IBC.)

FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984). (Note 1 applies. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.246-2 INSPECTION OF SUPPLIES FIXED-PRICE (AUG 1996). (Note 3 applies except in paragraphs (f), (j), and (l) Note 1 applies. Note 2 applies. Does not apply for Commercial Items as defined in FAR 2.101. In paragraph (k) the second sentence does not apply.)

FAR 52.246-4 INSPECTION OF SERVICES- FIXED PRICE (AUG 1996). (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.) FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT COST- REIMBURSEMENT (MAY 2001). (Note 1 applies except (1) in paragraphs (b), (c) and (d) where Note 3 applies and (2) in paragraph (k) where the term is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006) (Except for contracts or agreements for ocean transportation services or construction contracts, use the clause with its Alternate II if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military - (i) Contingency operations; (ii) Exercises; or (iii) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations. If Alternate II applies, then in the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." Note 2 applies.)

FAR 52.248-1 VALUE ENGINEERING (OCT 2010) (Applies if this Contract exceeds \$150,000. Note 1 applies, except in paragraphs(c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "IBC" in the phrase "Government costs.")

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(B) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "IBC and the Government". In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (SEP1996) (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

FAR 52.249-8 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984). (Notes 1 and 2 apply except in paragraph (c) where the term "Government" is unchanged. Does not apply for Commercial Items as defined in FAR 2.101.)

F. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE
DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT – RELATED FELONIES (DEC2008) (Applies if this Contract exceeds the Simplified Acquisition Threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to IBC not the Government. In paragraph (f), note 5 applies.)

DFARS 252.203-7002. REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) (Applies when FAR 52.203-13 applies to this Contract.)

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DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015) (Applies in lieu of FAR 52.203-14.)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) (Applicable to Purchase Orders when the seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public. Note 1 applies.)

DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT2016) (Notes 1 and 2 apply.)

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015) (Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. SELLER shall furnish IBC copies of notices provided to the Contracting Officer at the time such notices are sent.)

DFARS 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Applicable to this Contract when the item being purchased contains precious metals. Notes 1 and 2 apply.)

DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015) (Note 2 applies.)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this Contract.)

DFARS 252.211-7000 ACQUISITION STREAMLINING (OCT 2010) (Applies if this Contract exceeds \$1.5M. Note 1 applies.)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013) (Applies if this Contract requires the Work to contain unique item identification." Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to IBC. "Government" means "IBC" except in the definition of "issuing agency" in paragraph a).

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) (Applicable to subcontracts where subcontractor Single Process Initiative block changes have been approved for use.)

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011) (Applicable to subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause)

DFARS 252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies if items are serially managed.)

DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 2012) (Applies If FAR 52.215-12 or 52.215-13 applies to this Contract.)

DFARS 252.215-7003 EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (APR 2007) (Applicable to solicitations for Contracts issued under Department of Defense (DoD) solicitations issued after April 25, 2007 and before May 13, 2008 and that do not specifically incorporate the FAR limitations on Pass-Through Charges provision, except solicitations for firm-fixed-price (FFP) Contracts to be awarded on the basis of adequate price competition and fixed-price (FP) Contracts with economic price adjustment to be awarded on the basis of adequate price competition.)

DFARS 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (APR 2007) (Applicable to Purchase Orders issued under DoD contracts awarded after April 25, 2007 and before May 13, 2008 and that do not specifically incorporate the FAR limitations on Pass- Through Charges clause, except FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition. Alternate I applies if it is in the Prime Contract. If Alternate I applies, then applicable to Purchase Orders under DoD contracts awarded after May 12, 2008 and before October 14, 2009 and that do not specifically incorporate the FAR limitations on Pass-Through Charges clause, except for FFP Purchase Orders awarded on the basis of adequate price competition and FP Purchase Orders with economic price adjustment awarded on the basis of adequate price competition. Notes 1 and 2 apply.)

DFARS 252.217-7028 OVER AND ABOVE WORK (DEC 1991) (Notes 1 and 2 apply. Paragraph (f) is deleted. Applicable to subcontracts where over and above work may be required and no more specific arrangement for handling such work is specified in the subcontract. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) (Applies if FAR 52.219-9 applies to this Contract.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)

DFARS 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING OF PERSONS (JAN 2015.)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and IBC Procurement Representative." Delete in g(1)(ii) "substituting Its name for references to the Government.")

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- DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies If DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)
- DFARS 252.223-7006 & Alt I PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) (Includes Alt I if it is in the Prime Contract) (Applicable to Contracts that require, may require, or permit a SELLER to treat or dispose of non-DoD- owned toxic or hazardous materials as defined in this clause. Note 1 applies.)
- DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Contract Is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)
- DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)
- DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)
- DFARS 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)
- DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES (Applies if this contract exceeds \$550,000. Paragraph (f) is deleted.)
- DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) (Applies if SELLER is supplying items on the U.S. Munitions list.)
- DFARS 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
- DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies If the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)
- DFARS 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009) (Applicable to solicitations for Purchase Orders that will incorporate DFARS clause 252.225-7009. Note 1 applies.)
- DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
- DFARS 252.225-7013 DUTY-FREE ENTRY (NOV 2014) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact IBC's Procurement Representative.)
- DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) (Applicable to subcontracts that requires the delivery of hand or measuring tools)
- DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)
- DFARS 252.225-7021 TRADE AGREEMENTS (OCT 2015) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)
- DFARS 252.225-7025 RESTRICTION ON THE ACQUISITION OF FORGINGS (DEC 2009) (Notes 1 and 2 apply.)
- DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)
- DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Does not apply for Commercial Items as defined in FAR 2.101.)
- DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006) (Applies if this order is if for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications. The clause is not applicable to commercial items defined under FAR 2.101.)
- DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
- DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract Is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)
- DFARS 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT2015) (Applicable to Contracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.)
- DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)
- DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
- DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, IN DIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "IBC." IBC shall have no liability to SELLER or any incentive payment under this clause unless and until the Government provides said incentive payment to IBC.)

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DFARS 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-00016) (SEP 2015) (Applicable to all subcontracts in excess of \$50,000) (The introductory text of paragraph (b) is changed to read "IBC, upon a finding by the Head of the Contracting Activity (HCA), has the authority to--")

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA-- NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011) (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018. Notes 1 and 2 apply.)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE (SEP 2011)

DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c)(1), note 3 applies.)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies to the first sentence.)

DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)

DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work. Alternate 1 applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS (APR 1990) (Applicable to solicitations and resulting Contracts that will include the clause at FAR 52.227-11. Notes 1 and 2 apply.)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through IBC. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)

DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION -- BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) (Applies if this is a Cost or Incentive contract equal to or greater than \$20,000,000. Note 3 applies. Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if contract value equal to or greater than \$20 million. In paragraph (b), Note 1 applies)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2010) (Applies if contract value is greater than \$50 million. In paragraph (b), Note 1 applies. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 ALT I - COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if contract value is greater than \$50 million. In paragraph (b), Note 1 applies. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013).

DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004) (Applicable to any subcontract where the subcontractor will perform classified work. Note 2 applies. "Note 3 applies in paragraphs (c) and (d).)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) ("Contractor" shall mean "SELLER" in this clause.)

DFARS 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies if this contract requires securing telecommunications. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract).

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Note 1 applies. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013).

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT- FURNISHED PROPERTY (APR 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013) (Note 2 applies.)

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DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) (Applies if this contract requires delivery of Items directly to the Government.)

DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014) (Notes 1 and 2 apply. The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to IBC, or if the data is delivered to the Government, either by IBC or Seller, the warranty period shall extend for three years after delivery to the Government." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract Is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to IBC and the contracting officer identified to SELLER.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014) (Paragraphs(a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA – BASIC (APR 2014) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract Is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply.)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015) (Applies if this Contract exceeds \$700,000. Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

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REV	DESCRIPTION	DATE	AUTHORIZED BY
-	INITIAL RELEASE	02/08/2020	I. Soyfer
01	Modified Section 10: Performance of Services to incorporate subsection (vii) and (vii)	02/11/2021	I. Soyfer
02	Modified Section 10 to incorporate section viii, ix, x, xi, xii	01/04/2023	I. Soyfer