

**General Contract Clauses for Firm Fixed Price R&D Contracts
between
DoD Agencies (Army, Air Force, Navy, and Army Medical) and Commercial Concerns**

The following FAR and DFARS clauses are for Cost-Plus-Fixed-Fee Research and Development contracts with commercial prime contractors. Research and Development in regards to these clauses are defined as projects for studies, analyses, investigations, technical demonstrations and other projects falling within the areas of basic research, applied research and development pursuing exploratory research efforts, not related to the development of specific weapon system or hardware procurement.

(A) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

All of the FAR and DFARS clauses listed below are either required by regulation or are required when the circumstances of the contract warrant that they apply. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>
http://farsite.hill.af.mil/farsite_script.html

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- * Applies when contract action exceeds \$3,000
- ** Applies when contract action exceeds \$15,000
- *** Applies when contract action exceeds \$25,000
- + Applies when contract action exceeds \$30,000
- + + Applies when contract action exceeds \$100,000
- + + + Applies when contract action exceeds \$150,000
- ^ Applies when contract action exceeds \$500,000
- ^^ Applies when contract action exceeds \$650,000 and subcontracting possibilities exist. Small Business Exempt.
- # Applies when contract action exceeds \$700,000
- ## Applies when contract action exceeds \$1,000,000
- @ Flow down clauses to educational institutions

The clauses that generally flow down to educational institutions when they are the subcontractors to a commercial prime contractor are indicated with the following symbol: @. The clauses in the section using the flow-down symbol indicator: @, reflect the content of a model contract award to a commercial prime contractor and identify the clauses that are to be flowed-down.

An explanation as to why the clauses are flowed down to the education institution is provided in Attachment Number 1. The content of the following Attachment Number 1 model details only the clauses that flow-down to educational institutions either as required by regulation or as required when circumstances of the contract warrant that they apply. Clauses applicable to the commercial prime contractor are not included in the Attachment Number 1 model.

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

+++	FAR 52.202-1	Definitions (JUL 2004)
+++	FAR 52.203-3	Gratuities (APR 1984)
+++	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
+++	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
@+++	FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)
+++	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
+++	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
@+++	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
+++	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
	FAR 52.204-7	Central Contractor Registration (APR 2008)
***	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
@+	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
	FAR 52.211-15	Defense Priority and Allocation Requirements (APR 2008)
@+++	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)
	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
@#	FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (AUG 2011) (The provisions of this Clause have been waived for nonprofit organizations including educational institutions on cost-reimbursement no fee contracts IAW DFARS 215.403-1 (c) (4). The clause is applicable to many subcontracts over \$700,000.)
@#	FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 2010) (Applicable to subcontracts over \$700,000 only)
@+++	FAR 52.215-14	Integrity of Unit Prices (OCT 2010) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)
@#	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
@#	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)
@#	FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
*	FAR 52.219-1	Small Business Program Representation (APR 2011) and Alternate I (APR 2011)
	FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business Concerns (JAN 2011)
@+++	FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011)
@^^	FAR 52.219-9	Small Business Subcontracting Plan (JAN 2011)
@^^	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
*	FAR 52.219-28	Post-Award Small Business Program Representation (APR 2009)
	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
+++	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank space indicated by an asterisk)
*	FAR 52.222-3	Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)

@ + + +	FAR 52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation. (JUL 2005)
	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
@	FAR 52.222-26	Equal Opportunity (MAR 2007)
@ + +	FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010)
@ + + +	FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
@ + +	FAR 52.222-37	Employment Reports on Veterans (SEP 2010)
	FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)
+ + +	FAR 52.222-54	Employment Eligibility Verification (JAN 2009) (Does not apply when work is performed outside the United States and Period of performance is less than 120 days)
@	FAR 52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
@	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
@ + + +	FAR 52.227-1	Authorization and Consent (DEC 2007) Alternate I (APR 1984)
@ + + +	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
	FAR 52.228-7	Insurance Liability to Third Persons (MAR 1996) (Further to paragraph (a)(3), unless otherwise stated in this contract, types and limits of insurance required are as stated in FAR 28.307-2)
	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
+ + +	FAR 52.232-17	Interest (OCT 2010)
*	FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
	FAR 52.232-25	Prompt Payment (OCT 2008) (The words "the 30 th day" are inserted in lieu of "the 7 th day" at (a) (5) (i). [When Alternate I is applicable (a)(5)(i) does do not apply]
	FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
	FAR 52.233-1	Disputes (JULY 2002)
	FAR 52.233-3	Protest After Award (AUG 1996)
	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
+ + +	FAR 52.242-13	Bankruptcy (JUL 1995)
	FAR 52.242-15	Stop Work Order (AUG 1989)
	FAR 52.243-1	Changes -- Fixed Price (AUG 1987) and Alternate I (APR 1984)
+ + +	FAR 52.244-2	Subcontracts (OCT 2010) and Alternate I
+ + +	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
@	FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010)
	FAR 52.245-1	Government Property (AUG 2010)
	FAR 52.245-9	Uses and Charges (AUG 2010)
@	FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
@	FAR 52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)
@	FAR 52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEP 1996)
	FAR 52.249-9	Default (Fixed-Price Research and Development) (APR 1984)
	FAR 52.251-1	Government Supply Sources (AUG 2010)
	FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)
	FAR 52.253-1	Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2) CLAUSES:

	DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
@ + + +	DFARS 252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)
	DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
	DFARS 252.204-7003	Control of Government Work Product (APR 1992)
	DFARS 252.204-7004	Alternate A, Central Contractor Registration (SEP 2007)
	DFARS 252.242-7005	Contractor Business Systems (MAY 2011)
	DFARS 252.204-7006	Billing Instructions (OCT2005)
@	DFARS 252.204-7008	Export-Controlled Items (APR 2010)
	DFARS 252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol (JAN 2009)
+ + +	DFARS 252.209-7001	Disclosure of Ownership of Control by the Government of a Terrorist Country (JAN 2009)
+ + +	DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
	DAFARS 252.211-7003	Item Identification and Valuation (JUN 2011) (Applicable if the contract includes items (1) with a unit cost of \$5000 or more or (2) that will be serially managed or controlled inventory)
	DFARS 252.211-7007	Reporting of Government – Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
#	DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
@ ^ ^	DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (SEP 2011)
# #	DFARS 252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements (DEC 2010)
+ + +	DFARS 252.225-7012	Preference for Certain Domestic Commodities (JUN 2010)
+ + +	DFARS 252.225-7013	Duty-Free Entry (DEC 2009)
	DFARS 252.225-7031	Secondary Arab Boycott of Israel (JUN 2005)
^	DFARS 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Use in solicitations and contracts for supplies or services exceeding \$500,000 in value.)
@	DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (MAR 2011)
@	DFARS 252.227-7014	Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAR 2011)
@	DFARS 252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
	DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAR 2011)
	DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)

@	DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
	DFARS 252.227-7030	Technical Data – Withholding of Payment (MAR 2000)
	DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 2011)
	DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
	DFARS 252.232-7003	Electronic Submissions of Payment Requests (MAR 2008)
	DFARS 252-235-7010	Acknowledgment of Support and Disclaimer (MAY 1995)
	DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)
+++	DFARS 252.242-7004	Material Management and Accounting System(MAY 2011)
	DFARS 252.242-7005	Contractor Business Systems (MAY 2011)
	DFARS 252.242-7006	Accounting System Administration (MAY 2011)
+++	DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)
+++	DFARS 252.244-7001	Contractor Purchasing System Administration (MAY 2011)
	DFARS 252.245-7001	Tagging, Labeling, and Marking of Government Furnished Property (FEB 2011)
	DFARS 252.245-7002	Reporting Loss of Government Property (FEB 2011)
	DFARS 252.245-7003	Contractor Property Management System Administration (MAY 2011)
	DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2008)
@	DFARS 252.251-7000	Ordering from Government Supply Sources (NOV 2004)

(B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

		FAR 52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010) (Applicable in solicitations and contracts if the value is expected to exceed \$5M and the performance period is 120 days or more.)
		FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applicable if funded in whole or in part with Recovery Act Funds)
	@	FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)
		FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Applicable in all solicitations and contracts of \$25,000 or more. The clause is NOT required in classified solicitations and contracts; or solicitations and contracts with individuals.)
		FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Applicable if funded in whole or in part with Recovery Act Funds)
	@	FAR 52.209-6	Protecting the Government’s Interest When Subcontracting with

			Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
		FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011) Use this clause in contracts where the value is expected to exceed \$500,000 and in contracts in which the offeror checked “has” in paragraph (b) of the provision 52.209-7 “Information Regarding Responsibility Matters (JAN 2011”).)
		FAR 52.210-1	Market Research (APR 2011) (Applicable in contracts over \$5M for the procurement of items other than commercial items.)
		FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if the Contractor did not propose facilities capital cost of money in the offer)
		FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010) (Applicable if cost or pricing data or information other than cost or pricing data are required.)
		FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data – Modifications (OCT 2010)(Applicable to contracts if cost or pricing data or information other than cost or pricing data will be required for modifications)
		FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a)[<i>insert the period of performance</i>], in second blank of paragraph (a) [<i>insert 1 day</i>], and in paragraph (c), insert [(<i>months</i>)(<i>years</i>)] (Applicable if contract contains line item(s) for option(s)) (Complete the spaces in brackets)
		FAR 52.219-3	Notice of Total HUBZone Set-Aside (NOV 2011) (Applicable in contracts for acquisitions that are set aside for, or awarded on a sole source basis to, HUBZone small business concerns under 19.1305 or 19.1306.)
		FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2011) (Applicable in contracts involving total small business set-asides)
		FAR 52.219-7	Notice of Partial Small Business Set-Aside (JUN 2003)(Applicable in contracts involving partial small business set-asides)
		FAR 52.219-9	Small Business Subcontracting Plan (JAN 2011)(DEVIATION) (Use in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$650,000, and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program or DFARS 252.219-7004 is included.)
		FAR 52.219-10	Incentive Subcontracting Program (OCT 2001) (Applicable at the PCO’s discretion to contract actions exceeding \$550,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – “XX”) (Complete the space in the parentheses)
		FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Applicable if

			contract includes FAR 52.219-24)
		FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEVIATION) (Applicable if contract includes FAR 52.219-24)
		FAR 52.219-26	Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Applicable at the PCO's discretion to contract actions exceeding \$150,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)
		FAR 52.219-29	Notice of Total Set-Aside for Economically Disadvantaged Women-owned Small Business (EDWOSB) Concerns (NOV 2011) (Applicable in contracts for acquisitions that are set aside for economically disadvantaged women-owned small business concerns under 19.1505(b).
		FAR 52.219-30	Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011) (Applicable in contracts for acquisitions that are set aside for women-owned small business concerns under 19.1505(c).)
		FAR 52.222-20	Walsh Healy Public Contracts Act (OCT 2010) (Applicable if the contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$15,000)
		FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011) (Applicable if contract provides for performance, in whole or in part, on a Federal facility)
		FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$150,000 or at any value when the contract is awarded to an individual)
	@	FAR 52.227-10	Filing of Patent Applications -- Classified Subject Matter (DEC 2007)
	@	FAR 52.227-11	Patent Rights -- Ownership by the Contractor (DEC 2007)
	@	FAR 52.230-2	Cost Accounting Standards (OCT 2010) (Applicable when contract amount is over \$650,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
		FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2008) (Applicable in negotiated contracts when the contract amount is over \$650,000, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix))
	@	FAR 52.230-5	Cost Accounting Standards -- Educational Institution (OCT 2010)
	@	FAR 52.230-6	Administration of Cost Accounting Standards (JUN 2010) (Applicable if contract is subject to either clause at FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)
		FAR 52.239-1	Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial

			information technology services or support services.)
		DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)(Applicable when appointment of a Contracting Officer's Representative (COR) is anticipated)
		DFARS 252.203-7004	Display of Fraud Hotline Poster(s) (SEP 2011) (Applicable if the contract exceeds \$5 million.)
	@	DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Use in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)(ONR requires 30 days to review information)
	@	DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
		DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$1,000,000 or when any modification increases total contract amount to more than \$1,000,000)
		DFARS 252.215-7002	Cost Estimating System requirements (MAY 2011) (Applicable only to contract actions awarded on the basis of certified cost or pricing data) (The provisions of this Clause have been waived for non-profit organizations including educational institutions on cost-reimbursement no fee contracts IAW DFARS 215.403-1 (c)(4).
		DFARS 252.219-7004	Small Business Subcontracting Plan (Test Program) (JAN 2011)(Use in contracts with contractors that have comprehensive subcontracting plans approved under the test program described in 219.702, instead of the clauses at 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), FAR 52.219-9, Small Business Subcontracting Plan and FAR 52.219-16, Liquidated Damages- Subcontracting Plan)
		DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.
		DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)
		DFARS 252.225-7001	Buy American Act and Balance of Payments Program (SEP 2011) (Applicable if the contract includes deliverable supplies) (This clause does not apply if an exception to the Buy American Act or Balance of Payments Program is known or if using the clause at 252.225-7021, or 252.225-7036.)
		DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (JUN 2005) (Applicable when clause at DFARS 252.225-7001, 252.227-7021, or 252.227-7036 applies)
		DFARS 252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings (JUN 2011) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)

		DFARS 252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUN 2011)
		DFARS 252.225-7997	Additional Contractor Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (DEVIATION) (AUG 2010) (Applicable in all new solicitations and resultant contracts <u>performed</u> in Iraq or Afghanistan)
		DFARS 252.234-7002	Earned Value Management (MAY 2011) (Applicable in contracts valued at \$20M which EVMS will be applied in accordance with 234.201(1)(iii) and (iv) and instead of FAR 52.234-4, Earned Value Management System)
	@	DFARS 252.244-7000	Subcontracts for Commercial Items and Commercial Components (AUG 2011)(Applicable in contracts that contain the following clauses: (1) 252.225-7006, Restriction on Acquisition of Certain Articles Containing Specialty Metals (2) 252.246-7003, Notification of Potential Safety Issues (3) 252.247-7023, Transportation of Supplies by Sea (4) 252.247-7024, Notification of Transportation of Supplies by Sea)

(C) FIRM FIXED PRICE- RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to Firm Fixed Price Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (+ + + - applies to contract actions exceeding \$150,000)

FAR 52.232-2	Payments under Fixed-Price Research and Development Contracts (APR 1984)
FAR 52.243-1	Changes – Fixed Price (AUG 1987) and Alternate V (APR 1984)
@ FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
+ + + FAR 52.246-16	Responsibility for Supplies (APR 1984)
+ + + FAR 52.246-23	Limitation of Liability (FEB 1997)
+ + + FAR 52.249-9	D Default (Fixed-Price Research and Development) (APR 1984)
DFARS 252.235-7010	Acknowledgement of Support and Disclaimer (MAY 1995)
DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)

The following FAR and DFARS clauses are for Firm Fixed Price Research and Development Contracts and only apply when specifically marked with a check (x):

@	FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC 2007) (Applicable to solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter and when the contract includes a DD254)
@	FAR 52.227-11	Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or nonprofit organization)
@	DFARS 252.227-7038	Patents – Ownership by the Contractor (Large Business)(DEC 2007) (Applicable in contracts for experimental,

			developmental, or research work if—(A) The contractor is other than a small business concern or nonprofit organization; and (B) No alternative patent rights clause is used in accordance with FAR 27.303(c))
		DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applicable when FAR 52.227-11 applies)
	@	DFARS 252.235-7002	Animal Welfare (DEC 1991) (Applicable in contracts awarded in the United States or its outlying areas involving research on live vertebrate animals.)
		DFARS 252.235-7004	Protection of Human Subjects (JUL 2009) (Applicable in contracts that include or may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b))

(D) CLAUSES IN FULL TEXT

FAR 52.227-7 Patents – Notice of Government License (APR 1984)

Patents -- Notice of Government Licensee (Apr 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is ____ [*Contracting Officer fill in*], and the royalty rate is ____ [*Contracting Officer fill in*]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

Owner

Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

(End of Provision)

@ DFARS 252.247-7023 Transportation of Supplies by Sea (MAY 2002)

Transportation of Supplies by Sea (MAY 2002)

(a) *Definitions.* As used in this clause—

(1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

@ DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
 (Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022)

Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties—

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

**Between
Commercial Concerns (prime) and Educational Institutions
Under
DoD Agencies (Army, Air Force, Navy, and Army Medical) Cost-Plus-Fixed-Fee R&D**

The following FAR and DFARS clauses are for Cost-Plus-Fixed-Fee Research and Development contracts with commercial prime contractors. Research and Development in regards to these clauses are defined as projects for studies, analyses, investigations, technical demonstrations and other projects falling within the areas of basic research, applied research and development pursuing exploratory research efforts, not related to the development of specific weapon system or hardware procurement.

(B) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

All of the FAR and DFARS clauses listed below are either required by regulation or are required when the circumstances of the contract warrant that they apply. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>
http://farsite.hill.af.mil/farsite_script.html

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- * Applies when contract action exceeds \$3,000
- ** Applies when contract action exceeds \$15,000
- *** Applies when contract action exceeds \$25,000
- + Applies when contract action exceeds \$30,000
- + + Applies when contract action exceeds \$100,000
- + + + Applies when contract action exceeds \$150,000
- ^ Applies when contract action exceeds \$500,000
- ^^ Applies when contract action exceeds \$650,000 and subcontracting possibilities exist. Small Business Exempt.
- # Applies when contract action exceeds \$700,000
- ## Applies when contract action exceeds \$1,000,000

II. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

+ + +	FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)
+ + +	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
+	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
+ + +	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)

#	FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (AUG 2011) (The provisions of this Clause have been waived for nonprofit organizations including educational institutions on cost-reimbursement no fee contracts IAW DFARS 215.403-1 (c) (4). The clause is applicable to many subcontracts over \$700,000.)
#	FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 2010) (Applicable to subcontracts over \$700,000 only)
+++	FAR 52.215-14	Integrity of Unit Prices (OCT 2010) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)
#	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
#	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)
#	FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
+++	FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011)
^^	FAR 52.219-9	Small Business Subcontracting Plan (JAN 2011)
^^	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
+++	FAR 52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation. (JUL 2005)
	FAR 52.222-26	Equal Opportunity (MAR 2007)
++	FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010)
+++	FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
++	FAR 52.222-37	Employment Reports on Veterans (SEP 2010)
*	FAR 52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
	FAR 52.225-13	Restrictions on Certain Foreign Purchases(JUN 2008)
+++	FAR 52.227-1	Authorization and Consent (DEC 2007) Alternate I (APR 1984)
+++	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
	FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010)
	FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
	FAR 52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)
	FAR 52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEP 1996)

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2) CLAUSES:

+++	DFARS 252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)
	DFARS 252.204-7008	Export-Controlled Items (APR 2010)
^^	DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (SEP 2011)
	DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (SEP 2011)
	DFARS 252.227-7014	Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAR 2011)
	DFARS 252.227-7016	Rights in Bid or Proposal Information (JAN 2011)

	DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
	DFARS 252.251-7000	Ordering from Government Supply Sources (NOV 2004)

(B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

	FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)
	FAR 52.227-10	Filing of Patent Applications -- Classified Subject Matter (DEC 2007)
	FAR 52.227-11	Patent Rights -- Ownership by the Contractor (DEC 2007)
	FAR 52.230-2	Cost Accounting Standards (OCT 2010) (Applicable when contract amount is over \$650,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
	FAR 52.230-5	Cost Accounting Standards -- Educational Institution (OCT 2010)
	FAR 52.230-6	Administration of Cost Accounting Standards (JUN 2010) (Applicable if contract is subject to either clause at FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)
	DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Use in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)(ONR requires 30 days to review information)
	DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
	DFARS 252.244-7000	Subcontracts for Commercial Items and Commercial Components (AUG 2011)(Applicable in contracts that contain the following clauses: (1) 252.225-7006, Restriction on Acquisition of Certain Articles Containing Specialty Metals (2) 252.246-7003, Notification of Potential Safety Issues (3) 252.247-7023, Transportation of Supplies by Sea (4) 252.247-7024, Notification of Transportation of Supplies by Sea)

(C) FIRM FIXED PRICE- RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to Firm Fixed Price Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (+ + + - applies to contract actions exceeding \$150,000)

FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
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The following FAR and DFARS clauses are for Firm Fixed Price Research and Development Contracts and only apply when specifically marked with a check (x):

FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC 2007) (Applicable to solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter and when the contract includes a DD254)
FAR 52.227-11	Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or nonprofit organization)
DFARS 252.227-7038	Patents – Ownership by the Contractor (Large Business)(DEC 2007) (Applicable in contracts for experimental, developmental, or research work if—(A) The contractor is other than a small business concern or nonprofit organization; and (B) No alternative patent rights clause is used in accordance with FAR 27.303(c))
DFARS 252.235-7002	Animal Welfare (DEC 1991) (Applicable in contracts awarded in the United States or its outlying areas involving research on live vertebrate animals.)

(D) CLAUSES IN FULL TEXT

DFARS 252.247-7023 Transportation of Supplies by Sea (MAY 2002)

Transportation of Supplies by Sea (MAY 2002)

(a) *Definitions.* As used in this clause—

(1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) “Foreign flag vessel” means any vessel that is not a U.S.-flag vessel.

(4) “Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) “Subcontractor” means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) “Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
(Applicable when the Contractor has made a negative response to
the inquiry in the representation at DFARS 252.247-7022)

Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties—

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

Updated November 21, 2011

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)