

**General Terms and Conditions of Purchase – Supplement 2**  
**Government Contract Provisions from the Department of Defense FAR Supplement (DFARS)**  
 TC-003 (03/09)



When the materials, products or services furnished are for use in connection with a U. S. Government Department of Defense Prime Contract or higher-tier subcontract, in addition to the General Provisions (TC-001) and the FAR provisions (TC-002), the following DFARS clauses and provisions (TC-003), shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each DFARS provision shall be the same version as that which appears in Buyer's Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions (TC-003) and the General Provisions (TC-001) or the FAR provisions (TC-002), the DFARS provisions (TC-003) shall control.

The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties under this Purchase Order and effect the proper intent of the provision except where further clarified or modified below. However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his or her duly authorized representative, and (2) when title to property is to be transferred directly to the Government. "Subcontractor," however, shall mean "Seller's Subcontractor" under this Purchase Order. The listed DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award. With respect to any applicable DFARS clauses incorporated into this Purchase Order relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the Seller grants to Buyer the right to use, disclose, modify, combine, integrate or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this Purchase Order to the extent necessary, and for such period as is required, for Buyer to complete its performance under the Buyer's U.S. Government programs.

Title of Clause	DFARS
1 Disclosure of Information	252.204-7000
2 Requirements for Contracts Involving Export-Controlled Items	252.204-7008
3 Requirements Regarding Potential Access to Export-Controlled Items	252.204-7009
4 Intent to Furnish Precious Metals as Government-Furnished Material	252.208-7000
5 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	252.209-7004
6 Item Identification and Valuation (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with the clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)	252.211-7003
7 Item Unique Identification of Government Property (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and access to appropriate property records.)	252.211-7007
8 Excessive Pass-Through Charges-Identification of Subcontract Effort (APR 2007) (Excluding paragraph (c)(1)) (Applicable to Purchase Orders issued after April 25, 2007 and before May 13, 2008, except FFP Purchase Orders and FP Purchase Orders with economic price adjustment.) ("Offeror" shall mean "Seller".)	252.215-7003
9 Excessive Pass-Through Charges-Identification of Subcontractor Effort (MAY 2008) (Excluding paragraph (c)(1)) (Applicable to Purchase Orders issued after May 12, 2008, except FFP Purchase Orders and FP Purchase Orders with economic price adjustment.) (The term "Offeror" shall mean "Seller".)	252.215-7003
10 Excessive Pass-Through Charges (APR 2007) (Applicable to Purchase Orders under DoD contracts entered into after April 25, 2007 and before May 13, 2008, except FFP Purchase Orders and FP Purchase Orders with economic price adjustment.)	252.215-7004
11 Excessive Pass-Through Charges (MAY 2008) (Applicable to Purchase Orders under DoD contracts entered into after May 12, 2008, except FFP Purchase Orders and FP Purchase Orders with economic price adjustment.)	252.215-7004
12 Restrictions on Employment of Personnel	252.222-7000
14 Hazard Warning Labels	252.223-7001
15 Safety Precautions for Ammunition and Explosives - "Government" means "Government and/or Buyer"	252.223-7002
16 Change in Place of Performance - Ammunition and Explosives	252.223-7003
17 Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.223-7006
18 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	252.223-7007
19 Buy American Act and Balance of Payments Program	252.225-7001
20 Qualifying Country Sources as Subcontractors	252.225-7002
21 Prohibition on Acquisition of United States Munitions list Items from Communist Chinese Military Companies (applicable to acquisition of munitions list items only)	252.225-7007
22 Preference for Certain Domestic Commodities	252.225-7012
23 Duty-Free Entry	252.225-7013
24 Preference for Domestic Specialty Metals and Alternate 1	252.225-7014 and Alt 1
25 Preference for Domestic Specialty Metals (DEVIATION No. 2006-O0004) and Alternate 1 (DEVIATION No. 2006-O0004) (These deviations apply to Purchase Orders under prime contracts awarded after November 15, 2006 and before October 26, 2007)	252.225-7014 (Dev. No. 2006-O0004) & Alt 1 (Dev. No. 2006-O0004)
26 Preference for Domestic Specialty Metals (DEVIATION No. 2007-O0011) and Alternate 1 (DEVIATION No. 2007-O0011) (These deviations apply to Purchase Orders under prime contracts awarded after October 25, 2007 and before January 29, 2008)	252.225-7014 (Dev. No. 2007-O0011) & Alt. 1 (Dev. No. 2007-O0011)
27 Preference for Domestic Specialty Metals (DEVIATION No. 2008-O0002) and Alternate 1 (DEVIATION No. 2008-O0002) (These deviations apply to Purchase Orders under prime contracts awarded after January 28, 2008)	252.225-7014 (Dev. No. 2008-O0002) & Alt. 1 (Dev. No. 2008-O0011)
28 Restriction on Acquisition of Hand or Measuring Tools	252.225-7015
29 Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
30 Restriction on Acquisition of Foreign Anchor and Mooring Chain	252.225-7019
31 Restriction on the Acquisition of Forgings	252.225-7025
32 Restriction on Contingent Fees for Foreign Military Sales	252.225-7027
33 Exclusionary Policies and Practices of Foreign Governments	252.225-7028
34 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	252.225-7030
35 Secondary Arab Boycott of Israel	252.225-7031
36 Restriction on Acquisition of Air Circuit Breakers	252.225-7038
37 Contractor Personnel Supporting a Force Deployed Outside the United States	252.225-7040
38 Rights in Technical Data - Noncommercial Items	252.227-7013
39 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
40 Technical Data - Commercial Items	252.227-7015
41 Rights in Bid or Proposal Information	252.227-7016
42 Identification and Assertion of Use, Release, or Disclosure Restrictions	252.227-7017
43 Validation of Asserted Restrictions - Computer Software	252.227-7019
44 Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	252.227-7025

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**Raytheon**

TC-003 (03/09)

45	Deferred Delivery of Technical Data or Computer Software	252.227-7026
46	Deferred Ordering of Technical Data or Computer Software	252.227-7027
47	Technical Data or Computer Software Previously Delivered to the Government	252.227-7028
48	Technical Data - Withholding of Payment	252.227-7030
49	Validation of Restrictive Markings on Technical Data	252.227-7037
50	Patent Rights – Ownership by the Contractor (Large Business)	252.227-7038
51	Patents – Reporting of Subject Inventions	252.227-7039
52	Ground and Flight Risk	252.228-7001
53	Aircraft Flight Risks	252.228-7002
54	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
55	Supplemental Cost Principles	252.231-7000
56	Frequency Authorization	252.235-7003
57	Telecommunications Security Equipment, Devices, Techniques, and Services	252.239-7016
58	Subcontracts for Commercial Items and Commercial Components	252.244-7000
59	Warranty of Data	252.246-7001
60	Notification of Transportation of Supplies by Sea	252.247-7024

**ORDERS OVER \$100,000 ALSO INCLUDE THE FOLLOWING:**

61	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	252.203-7001
62	Transportation of Supplies by Sea	252.247-7023
63	Notification of Anticipated Contract Terminations or Reductions (less paragraph (d) (1))	252.249-7002

**ORDERS OVER \$500,000 ALSO INCLUDE THE FOLLOWING:**

64	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001
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**ORDERS OVER \$ 550,000 ALSO INCLUDE THE FOLLOWING:**

65	Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan	252.219-7003
66	Quarterly Reporting of Actual Contract Performance Outside the United States (first tier subcontractors only)	252.225-7006

**ORDERS OVER \$1,000,000 ALSO INCLUDE THE FOLLOWING:**

67	Acquisition Streamlining	252.211-7000
68	Waiver of United Kingdom Levies	252.225-7033