

1. The Federal Acquisition Regulation ("FAR") clauses listed below shall apply to the Purchase Order as required by the terms of the U.S. Government prime contract. The effective version of each FAR clause, including the applicable Alternate clauses flowing to the Purchase Order, 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. The requirements set forth in this PT-001 shall not be construed to limit or relieve Seller of any of its obligations, including additional Federal Acquisition Regulation ("FAR") or other the U.S. Government ("Government") property clauses, incorporated in the Purchase Order.

a. FAR clause 52.245-1 or its Alternate clauses, and 52.245-2 and 52.245-9 are incorporated herein when applicable with the same force and effect as if they were given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR provision or clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>. Terms shall be revised in the FAR clause to suitably identify the parties to establish Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract or higher-tier subcontract. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Contractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change when a right, act, authorization, or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative or when title to property is to be transferred directly to the Government. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR clauses in accordance with the flow down requirements specified in such clauses when Seller's Subcontractor will be receiving, fabricating, or acquiring Government Property.

b. Applicability of the clauses are as follows:

(i) **52.245-1 "Government Property"** (Applicable to Purchase Orders issued under non-DoD prime contracts containing FAR 52.245-1 without Alternate I and the Purchase Order is either a cost-reimbursement, time and materials, or labor hour type, or is a fixed priced Purchase Order awarded on the basis of submission of certified cost or pricing data (reference FAR 45.104). Under DoD prime contracts containing FAR 52.245-1 without Alternate I, in addition to the Purchase Order types listed at FAR 45.104, the clause is applicable to negotiated fixed-price Purchase Orders awarded on a basis other than submission of certified cost or pricing data. For Government Property issued under Installation Operation Services (FAR 52.245-2), FAR 52.245-1 is included.)

(ii) **52.245-1 Alt I "Government Property"** (Alternate I – Applicable to Purchase Orders issued under prime contracts containing FAR 52.245-1 with Alternate I, and to Purchase Orders issued under contracts containing FAR 52.245-1 without Alternate I when the Purchase Order awarded is of a type other than a Purchase Order type listed in FAR 45.104 or DFARS 245.104.)

(iii) **52.245-1 Alt II "Government Property"** (Applicable to Purchase Orders 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.)

(iv) **52.245-2 "Government Property Installation Operation Services"** (Applicable if the Purchase Order is a service contract to be performed on a Government installation when Government

furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement.)

**(v) 52.245-9 “Use and Charges”** (Applicable to all contracts where FAR 52.245-1 or either of its alternate clauses is imposed.)

- c. In the event the provisions of a contract from Buyer’s customer (“Customer”) require that title to Government Property, as that term is defined in 52.245-1 (hereinafter “Property”), acquired by Seller shall vest in either Buyer or Customer, title to such Property shall vest in Buyer or Customer upon acquisition by Seller or Seller’s Subcontractors. Title to such Property shall at that time immediately and directly pass to Buyer or Customer so that title shall not at any time vest in Seller or Seller’s Subcontractors.
2. Seller shall obtain Buyer approval prior to acquiring or fabricating Property, excluding Material as that term is defined in 52.245-1, for this Purchase Order.
3. Seller shall establish and maintain a system to ensure the adequate control and protection of the Property in accordance with 52.245-1. The party liable for loss, theft, damage, or destruction of or to Government Property shall be in accordance with FAR 52.245-1 or the FAR 52.245-1 Alternate clause applicable to the Purchase Order.
4. Upon receipt of notification from Buyer’s Property Personnel, Seller shall complete and return a completed Property Management System Survey (Form 10-3680PC), or any electronic version, describing the system that will be used to control Property according to all the requirements in FAR 52.245-1 and this Purchase Order. Seller shall submit the completed form to Buyer’s Property Personnel within sixty (60) days.
5. Seller shall, commencing with its receipt and during its custody or use of any Property, accomplish not less than the following.
  - a. examine Property upon receipt to detect damage in transit;
  - b. when receiving Property from Buyer or Customer, verify the contents of the Property shipment against the packing sheet as to the completeness and content and return a signed copy promptly to Buyer. If no discrepancy is reported within five (5) working days of such receipt from Buyer or Customer, Property shall be deemed to have been received in acceptable condition as listed and described on the accompanying packing sheet. If after receipt and installation of such Property Seller determines that the Property is in a condition not suitable for use, Seller shall promptly notify Buyer, in writing, so Buyer can determine further course of action;
  - c. unless otherwise specified, perform functional testing prior to further processing or installation to determine satisfactory operation. If Property is not suitable for use, Seller shall promptly notify Buyer, in writing;
  - d. establish and maintain records as required by FAR 52.245-1(f)(1)(iii) and this Purchase Order, and make such records available for review upon Buyer’s request;
  - e. provide the necessary precautions to guard against damage from handling, deterioration during storage, and loss;
  - f. perform periodic inspection to assure adequacy of storage conditions; and
  - g. utilize, consume, move, and store Property only as authorized in accordance with FAR 52.245-1 and this Purchase Order, and ensure Property is used only for performing this Purchase Order, unless otherwise provided in this Purchase Order or approved in writing by Buyer.
6. Seller shall perform a physical inventory of all property in the possession of Seller at a minimum every other year, or more frequently if requested by the Buyer’s Property Personnel. Physical inventories of

Sensitive Property, as that term is defined in 52.245-1, shall be performed as frequently as necessary in accordance with ASTM standards, but not to exceed once per year. Within sixty (60) days after the completion of each inventory, Seller shall report the results, including all Property located at the facilities of any of Seller's subcontractors at any tier, and shall validate to Buyer's Property Personnel the accuracy and completeness of such physical inventory. Seller shall submit inventory reports to Buyer's Property Personnel who requested it. Seller shall assist Buyer's Property Personnel in resolving all discrepancies related to Seller, Seller's lower-tier subcontractors, or Buyer's property inventory accounting.

7. Seller shall not make any modifications or alterations to Property, unless they are:
  - a. reasonable and necessary due to the scope of work under the applicable Purchase Order or its terms and conditions;
  - b. required for normal maintenance; or
  - c. otherwise authorized in writing by Buyer.
8. Any modification or alteration made by Seller that is not authorized, is the sole responsibility of Seller and is accomplished at Seller's expense. If modifications have been authorized by Buyer, Seller shall provide Buyer with the applicable modification detail to include:
  - a. new part number;
  - b. original part number before modification occurred;
  - c. cost of modification;
  - d. engineering order, drawing revision or other engineering authorization number (as applicable);
  - e. update applicable Seller drawings;
  - f. any additional record information pertinent to the modification.
9. The Seller shall not cannibalize Property unless specifically authorized in this Purchase Order or otherwise authorized in writing by Buyer.
10. Seller agrees to store and maintain in serviceable condition, including the performance of calibration and preventative maintenance, all Property in possession of Seller or Seller's lower-tier subcontractors during the performance of this Purchase Order and until receipt and completion of disposition instructions.
11. Seller shall have a process to create and provide copies of audits and self- assessments, corrective actions, and other Property related reports as requested by Buyer.
12. Seller will promptly report Property as excess to Buyer when no future requirements exist.
13. Immediately upon termination or completion of this Purchase Order, Seller shall perform a physical inventory, and, if Property is applicable to such terminated or completed Purchase Order, shall cause its lower-tier subcontractors and the following shall apply:
  - a. Buyer will coordinate the disposition of Property with Customer on behalf of Seller. Scrap and excess Property is subject to disposition instructions provided by Buyer or Customer. Seller shall execute Buyer's or Customer's disposition instructions for Property deemed to be excess or scrap and return evidence of said disposition to Buyer. All Property return shipments, including related packing and crating tasks, require advance notification, coordination, and negotiation with Buyer.
  - b. Seller shall prepare inventory schedules using the Government Standard Form 1428, Inventory Disposal Schedule, or equivalent, of all Property in the possession of Seller, or Seller's lower-tier

subcontractors. The inventory schedule(s) shall be in such detail as acceptable to Buyer. Seller shall safeguard and store Property identified on an inventory disposal schedule pending receipt of written disposition instructions from Buyer or Customer, and shall maintain such Property in accordance with the provisions of the Purchase Order, including FAR 52.245-1.

14. Seller shall be responsible and liable for the decontamination of excess or scrap if contamination occurs as a part of doing business in providing the goods or services under this Purchase Order. For Property acquired by Seller on behalf of Buyer or Customer that is contaminated, Seller shall be responsible and liable for decontamination costs.
15. Seller agrees that in placing any lower-tier subcontracts or purchase orders under this Purchase Order that involve the use of Property, Seller shall ensure appropriate flow-down of these purchase order terms and conditions (e.g., extent of liability for loss of Government Property), and Seller agrees that it shall exercise rights for the benefit of Buyer or Customer, as Buyer or Customer may direct.
16. When the materials, and products ("goods") or services, including the products resulting from services for use in connection with a Government Department of Defense prime contract or higher-tier subcontract regardless of dollar value, the following clause set forth in the Department of Defense (DoD) FAR Supplement (DFARS) 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.
  - a. 252.245-7005 "Management and Reporting of Government Property" (When Seller is in possession of Government Property, Seller will comply with paragraph (c) of this clause by providing Buyer a Microsoft Excel report containing the data elements required in paragraph (c).)
  - b. 252.245-7005 (b) *Reporting Government Property*.
    - (i) Seller shall utilize any listing of Government Furnished Property (GFP) furnished by Buyer which identifies line items that are non-serially-managed or serially-managed.
    - (ii) Seller shall notify Buyer of receipt within three business days, including information required in paragraph (c) of the clause, if Seller receives GFP directly from the Government in support of performance of the Buyer's purchase order.
    - (iii) Seller, at time of delivery, shall provide a list of all serially-managed GFP incorporated into its goods, including information required by paragraph (c) of the clause.
    - (iv) Seller shall not update the U.S. Dept. of Defense Procurement Integrated Enterprise Environment (PIEE) GFP Module in connection with the clause.