

**FOREIGN CONTINUATION SHEET
ADDITIONAL TERMS AND CONDITIONS TO APPENDIX A, 28TH SERIES,
FOR FOREIGN SUPPLIERS GENERAL PROCUREMENT UNDER
A U.S. GOVERNMENT PRIME CONTRACT**

The terms and conditions of Appendix A, 28th Series, are hereby modified as follows:

1. Article 21, Governing Law: Add at the beginning of the clause, "The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order, and"

2. Article 36, Compliance with Regulations:

(a) Delete 52.229-3 Federal, State and Local Taxes

(b) Add the following clauses:

52.219-8 **Utilization of Small Business Concerns (MAY 2004)** - If this P.O. offers further subcontracting opportunities, or exceeds \$500,000. This clause does not apply to small business concerns. This clause is not applicable to that portion of the work performed outside the U.S. or its outlying areas. Conversely, this clause is applicable to that portion of the work performed in the U.S or its outlying areas.

52.219-9 **Small Business Subcontracting Plan (NOV 2007)** – Applicable if this Contract is equal to or exceeds \$550,000. The Contractor's subcontracting plan is incorporated herein by reference. "Contracting Officer" means Buyer in the first sentence of paragraph (c). This clause does not apply to small business concerns. This clause is not applicable to that portion of the work performed outside the U.S. or its outlying areas. Conversely, this clause is applicable to that portion of the work performed in the U.S. or its outlying areas.

52.222-4 **Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005).** Applicable if this Contract may require or involves the employment of laborers and mechanics. This clause must be included in all lower tier subcontracts. This clause does not apply to commercial items. Add the following: Buyer shall have the right at its election either to withhold or to recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause." This clause is not

applicable to that portion of the work performed outside the U.S., Puerto Rico, the U.S. Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331), American Samoa, Guam, Wake Island, and Johnston Island. Conversely, this clause is applicable to that portion of the work performed in the U.S., Puerto Rico, the U.S. Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331), American Samoa, Guam, Wake Island, and Johnston Island.

52.222-20 **Walsh Healy Public Contracts Act (DEC 1996)** - If this P.O. exceeds \$10,000. This clause is not applicable to that portion of the work performed outside the U.S., the U.S. Virgin Islands, and Puerto Rico,. Conversely, this clause is applicable to that portion of the work performed in the U.S., the U.S. Virgin Islands, and Puerto Rico,

52.222-26 **Equal Opportunity (MAR 2007)** –Only Subparagraphs (b)(1)-(11) apply.This clause is not applicable to that portion of the work performed outside the U.S., the District of Columbia, the U.S. Virgin Islands, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam and Wake Island, when performed by employees who were not recruited within the U.S.

52.222-35 **Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006).** Applies if this P.O. is equal to or exceeds \$100,000. This clause is not applicable to that portion of the work performed outside the U.S., the District of Columbia, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands and Wake Island, when performed by employees who were not recruited within the U.S.

52.222-36 **Affirmative Action for Workers with Disabilities (JUNE 1998).** Applies if this P.O. is equal to or exceeds \$10,000. This clause is not applicable to that portion of the work performed outside the U.S., the U.S. Virgin Islands, Guam, American Samoa, Puerto Rico, the Northern Mariana Islands, and Wake Island, when performed by employees who were not recruited within the U.S., the U.S. Virgin Islands, Guam, American Samoa, Puerto Rico, the Northern Mariana Islands, and Wake Island. Conversely, this clause is applicable to that portion of the work performed in the U.S., the U.S. Virgin Islands, Guam, American Samoa, Puerto Rico, the Northern Mariana Islands and Wake Island, and to that portion of the work performed outside the U.S., the U.S. Virgin Islands, Guam, American Samoa, Puerto

Rico, the Northern Mariana Islands and Wake Islands when performed by employees who were recruited within the U.S., the U.S. Virgin Islands, Guam, American Samoa, Puerto Rico, the Northern Mariana Islands and Wake Island.

52.222-37

Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006). Applies if P.O. is for \$100000 or more. This clause is not applicable to that portion of the work performed outside the U.S., the District of Columbia, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, and Wake Island when performed by employees who were not recruited within the U.S. and the territories listed above. Conversely, this clause is applicable to that portion of the work performed in the U.S., the District of Columbia, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands and Wake Island, and to that portion of the work performed outside the U.S., the District of Columbia, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands and Wake Island by employees who were recruited within the U.S. and the territories listed above.

252.219-7003

Small, Small Disadvantaged and Women-Owned Small Business. Subcontracting Plan (DoD Contracts) (APR 2007) –Applicable if this P.O. contains the clause at FAR 52.219-9. Delete paragraph (g). This clause is not applicable to that portion of the work performed outside the U.S. or its outlying areas. Conversely, this clause is applicable to that portion of the work performed in the U.S. or its outlying areas.

3. Add the following new Article 37: DEFENSE PRIORITIES AND ALLOCATIONS REQUIREMENTS: This Purchase Order is issued under various prime contracts, some or all of which are rated orders certified for National Defense Use and subject to the provisions of the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700). Notwithstanding any indications or notations that might be shown on release purchase order forms or priced exhibit forms incorporated hereunder, this Purchase Order shall not be treated as a rated order because priority ratings have no legal authority outside of the United States under the above-referenced regulation. Should the Seller subcontract any work under this Purchase Order to a United States source, the Seller's subcontractor may request priority assistance by contacting the DPAS Program Manager, BIS/SIES, Room 3876, U.S. Department of Commerce, Washington, D.C. 20230, (202) 482-3634.

4. Add the following new Article 38: ENGLISH LANGUAGE: Except as the parties may otherwise agree, this Purchase Order, data, notices, correspondence, and other writings shall be written in the English language. In the event of any inconsistency between any terms of this Purchase Order and any translation thereof into another language, the English language meaning shall control.
5. Add the following new Article 39: INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR):
 - a. This Purchase Order is issued to the Seller with the provision that:
 1. The manufacture in _____ of the articles required by this Purchase Order is solely for Buyer.
 2. The technical data and the articles produced therefrom, as identified by this Purchase Order, cannot be transferred to any other person or party without the prior approval of the Office of the Defense Trade Controls of the United States Department of State.
 3. No manufacturing rights are transferred to or created with the Seller.
 4. No production is authorized other than that specified by this Purchase Order.
 - b. The Office of Defense Trade Controls (ODTC) case number of the license authorizing the export of the technical data and the manufacture of the defense articles is _____.