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**Federal Acquisition Regulation (FAR) and Defense  
Federal Acquisition Regulation Supplement (DFARS) Purchase Order and  
Subcontract Flow-Down Clauses**

The FAR and DFARS clauses cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at: [tip://www.acquisition.gov/](http://www.acquisition.gov/).

**General information:**

1. When goods or services furnished by the Seller to R2C Inc. (herein after R2C) for use in connection with a U.S. Government contract or subcontract, in addition to R2C's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, R2C's General Terms and Conditions shall govern the contractual relationship of the Parties.
2. The following clauses set forth in the FAR and DFARS in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were in full text. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be applied and revised to suitably identify the contracting parties herein and affect the proper intent of the provision except where further clarified or modified below. "Subcontractor," however, shall mean "Seller's Subcontractor" under this purchase order/subcontract,
3. Clauses listed below may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable due to monetary threshold, place, performance, type of effort or contract are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller's obligation to contact R2C Aerospace Buyer regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.
4. In certain circumstances, applicable law, statute, or regulation may require submission of a signed certification of compliance from the Seller to R2C . By accepting the order from R2C, Seller expressly agrees to provide the required signed certification within 14 days of the original request.
5. In the event that Seller is offering for sale commercial items or services, as defined in FAR Part 2.101 and when deemed necessary by R2C , Seller agrees to provide a written commercial item assertion that fully documents and supports the contention that the items or services are sold or offered for sale in the commercial market place, or is similar in form, fit and function to an item sold or offered for sale in the commercial marketplace at a fair and reasonable price.
6. Intrepid reserves the right to include additional FAR and/or DFARS clauses, as required by the express terms of a U.S. Government or prime contractor subcontract.



7. In addition to the foregoing FAR and/DFARS clauses, the Seller agrees to comply with the following applicable laws:

**A. Defense Priority Allocation System (DPAS):** If so identified by R2C, as required by the US Government, an order is a "rated order" certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Pan 700). (FAR 52.211-15)

**B. Anti-corruption:**

(1) Seller shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation,

- a) The United States Foreign Corrupt Practices Act (F CPA) (15 U.S.C. §§78dd-l, et. seq.) irrespective of the place of performance, and
- b) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Seller's country or any country where performance of this Contract will occur.

(2) In carrying out its responsibilities under this Contract-

- a) Seller represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to:
  - i. any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or
  - ii. any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist Intrepid or Seller in obtaining or retaining business or directing business to any person.
- b) No owner, partner, officer, director or employee of Seller or of any parent or subsidiary company of Seller is or will become an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Contract, unless such person obtains the prior written approval of R2C.

**E. DISPUTES — GOVERNMENT CONTRACTS:**

Any reference to the "Disputes clause" in any applicable FAR Clause shall mean this paragraph, Disputes — Government Contracts. Any dispute arising under the agreement between the parties relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance the following paragraphs. Notwithstanding any other provisions the agreement between the parties, any decision of the Contracting Officer under the prime contract which binds Buyer shall purchase order/subcontract — provided that:



- a. The Buyer notifies with reasonable promptness the Seller of such decision,
  - b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
  - c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.
  - d. Any decision upon such appeal, when final, shall be binding upon the Seller.
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- e. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, amended. if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.
  - f. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order/subcontract, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order/subcontract.
  - g. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests..
  - h. As used in this clause, the word "appeal" means an appeal taken under the contract Disputes Act of 1978, as amended.

**8. APPLICABLE TO ALL ORDERS:**

A. The following FAR clauses are deemed "mandatory" by the express language of the clause and, therefore, are not negotiable and apply to all contracts, purchase orders, delivery orders, or any agreement between R2C and the Seller where the end customer is the United States Government:

1. **Clause**
2. **Title of Provision**
- 3 **Application**

**52.202-1**

**Definitions (JUN 2020)**

When a contract provision or clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101.

**52.203-3**

**Gratuities (APR 1984)**

The Contractor agrees to incorporate the substance of this clause, including subparagraph (c) (5) but excepting subparagraph (c) (I), in all subcontracts under this contract which exceed **\$250,000**.

**52.303-5**

**Covenant Against Contingent Fees (MAY 2014)**

The Contractor agrees to incorporate the substance of this clause, in all subcontracts under this contract which exceed **\$250,000** and which are not for Commercial Items.

**52.203-6 Restrictions on Subcontractor Sales to the Government, (JUN 2020)**



(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold. (\$250,000).

**52.203-7**

**Anti-Kickback Procedures (JUN 2020)**

(c)(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c) (5) but excepting subparagraph (c) (1), in all subcontracts under this contract which exceed \$250,000.

**52.203-10**

Price or fee adjustment for illegal or improper activity.

**52.203-12**

**Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)**

(g)(l) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding **\$150,000** under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(g)(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding **\$150,000**.

**52.203-13**

**Contractor Code of Business Ethics and Conduct. (JUN2020)**

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

**52.203-15**

**Whistleblower Protections Under the American Recovery and Reinvestment (JUN 2010)**

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

**52.203-16**

**Preventing Personal Conflicts of Interest. (JUN 2020)** (d) Subcontract flowdown: The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—(1) That exceed **\$250,000**; and (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

**52.203-17**

**Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (JUN 2020)**

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**52.204-2**

**Security Requirements. (AUG 1996)**

(d) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract in all subcontracts under this contract that involves access to classified information.

**52.204-10**

Reporting Executive Compensation and First-Tier Subcontract awards.



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**52.209-6**

**Protecting the Government's interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020).**

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

- (1) **Exceeds \$35,000 in value;** and
- (2) Is not a subcontract for commercially available off-the-shelf items.

**52.211-15**

**Defense Priority and Allocation (APR 2008)**

Applies to all Rated Contacts and Contractor agrees to flowdown and include this clause in all subcontracts.

**2.214-28**

**Subcontractor Cost or Pricing Data - Modifications--Sealed Bidding.**

(d) The contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into exceeds the \$750,000 threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1).

**52.215-2**

**Audit and Records Negotiation**

Applies if this Contract exceeds \$150,000 and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or re-determinable type contract. Alternate I applies if SELLER is an educational or non-profit institution.

**52.215-10**

**Price Reduction for Defective Cost or Pricing Data**

Applies if submission of certified cost or pricing data is required "Government" means "R2C Aerospace" in paragraph (d)(I). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.

**52.215-11**

**Price Reduction for Defective Cost or Pricing Data — Modifications** Applies if submission of certified cost or pricing data is required for modifications. "Government" means "Intrepid" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.

**52.215-12**

**Subcontractor Cost or Pricing Data.**

(c) In each subcontract that exceeds the \$750,000 threshold\* for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either —

- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
- (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

[The threshold for subcontracts is determined at the time of subcontract award as that applicable at



that time under FAR 15.403-4].

**52.215-13**

**Subcontractor Cost or Pricing Data-Modifications.**

Applies if this Contract exceeds \$2,000,000 and is not otherwise exempt under FAR 15.403.

**52.215-14**

**Integrity of Unit Prices.**

Applies if this Contract exceeds \$150,000. Delete paragraph (b) of the clause.

**52.215-15**

**Pension Adjustments and Asset Reversions.**

Applies and shall be included in all subcontracts under this contract that meet the applicability requirement of FAR 15.408 (g).

**52.215-18**

**Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions.**

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

**52.215-19**

**Notification of Ownership Changes.**

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**52.215-23**

**Limitations on Pass-Through Charges.**

(t) The Contractor shall insert the substance of this clause, including this paragraph (t), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

**52.219-8**

**Utilization of Small Business Concerns**

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 Seller is recruiting employees in the United States to Work on the Contract.

**52.219-9**

**Small Business Subcontracting Plan**

Applies if this Contract exceeds \$750,000 except the clause does not apply if SELLER is a small business concern. SELLER's subcontracting plan is incorporated herein by reference. 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 Seller is recruiting employees in the United States to Work on the Contract.

**52.219-16**

**Liquidated Damages – Subcontracting Plan**

Applies only if the Contract includes FAR 52.219-8 and 52.219-9.

**52.222-4**

**Contract Work Hours and Safety Standards**

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor





shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause. 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 Seller is recruiting employees in the United States to Work on the Contract.

**52.222-17**

**Non-Displacement of Qualified Workers.**

(i) Subcontracts: In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) and (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors., (2) That the subcontractor will provide the Contractor with the information about the service employees of the sub- contractor needed by the Contractor to comply with paragraphs (c) and (e) of this clause, and

(3) The recordkeeping requirements of paragraph (t) of this clause.

**52.222-26**

**Equal Opportunity**

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 Seller is recruiting employees in the United States to Work on the contract.

**52.222-35**

**Equal Opportunity for Veterans.**

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms. including action for noncompliance, Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**52.222-36**

**Equal Opportunity for Workers with Disabilities.**

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**52.222-37**

**Employment Reports on Veterans.**

(g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-40**

**Notification of Employee Rights Under the National Labor Relations Act.**

(i) Subcontracts The Contractor shall include the substance of this clause, including this paragraph (t), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.



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**52.222-41**

**Service Contract Act of 1965, as Amended**

(1) The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

**52.222-50**

**Combating Trafficking in Persons**

(i) Subcontracts ( 1) The Contractor shall include the substance of this clause, including this paragraph (i). in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and  
(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification. the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (i)(5) of this clause. ‘

(3) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**52.222-54**

**Employment Eligibility Verification**

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the companies), in each subcontract that --(1) Is for -- (i) Commercial or noncommercial services (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); or (ii) Construction; (2) Has a value of more than \$ 3,500; and (3) Includes work performed in the United States.

**52.222-55**

**Minimum Wages Under Executive Order 13658**

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are 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.

**52.223-18**

**Contractor Policy to Ban Text Messaging While Driving**

(d) Subcontracts The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

**52.225-1**

**Buy American Act — Supplies**

Applies if the Work contains other than domestic components.

**52.225-2**

**Buy American Act Certificate**

Applies if the Work contains other than domestic components.

**52.225-5**

**Trade Agreement**





Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.

**52.225-6**

**Trade Agreements — Certificate**

Applies if the Work contains other than U.S. made or designated country end products as specified in the clause,

**52.225-8**

**Duty-Free Entry**

The Contractor shall include the substance of this clause in any subcontract if

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.

**52.225-13**

**Restrictions on Certain Foreign Purchases**

(c) The Contractor shall insert this clause, including this paragraph in all subcontracts.

**52.226-6**

**Promoting Excess Food Donation to Nonprofit Organizations.**

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

**52.227-1**

**Authorization and Consent**

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

**52.227-2**

**Notice and Assistance Regarding Patent and Copyright Infringement.**

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

**52.227-9**

**Refund of Royalties.**

(t) The substance of this clause, including this paragraph (i), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

**52.227-10**

**Filing of Patent Applications-Classified Subject Matter.**

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that cover or are likely to cover classified subject matter.

**52.227-11**

**Patent Rights--Retention by the Contractor (Short Form).**

(k) Subcontracts. (l) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization. (2) The Contractor shall include in all



other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3. (3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions. (4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agrees that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under this paragraph (11) of this clause.

#### **52.227-13**

##### **Patent Rights--Acquisition by the Government.**

(i) Subcontracts. (I) The Contractor shall include the substance of the patent rights clause required by FAR 27.3 in all subcontracts for experimental, developmental, or research work. The prescribed patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

#### **52.227-14**

##### **Rights in Data — General**

Does not apply if DFARS 252.227-7013 applies.

#### **52.230-2**

##### **Cost Accounting Standards.**

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.2014 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$750,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.20.

#### **52.230-3**

##### **Disclosure and Consistency of Cost Accounting Practice**

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that—

- (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.
- (2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000,
- (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.



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#### **52.230-4**

##### **Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns.**

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause. except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that—

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903201-2 is subject to other types of CAS coverage, the substance of the applicable clause prescribed in FAR 30.201-4 shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

#### **52,23 0-6**

##### **Administration of Cost Accounting Standards.**

(1) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5“

(1) So state in the body of the subcontract, in the letter of award. Or in both (do not use self-deleting clauses);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:

(i) Subcontractor's name and subcontract number. (ii) Dollar amount and date of award.

(m) Name of Contractor making the award. (n) For subcontracts containing the clause or substance of the clause at FAR 52,230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractors signed Certificate of Current Cost or Pricing Data, whichever is earlier.

#### **52.232-40**

##### **Providing Accelerated Payments to Small Business Subcontractors.**

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

#### **52.234-1**

##### **Industrial Resources Developed Under Defense Production Act Title III.**

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e). in every subcontract issued in performance of this contract.

#### **52.234-4**

##### **Earned Value Management System.**

(g) The Contractor shall require the subcontractors specified in the clause to comply with the requirements of this clause.

#### **52.237-7**

##### **Indemnification and Medical Liability Insurance.**

(t) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of Work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

#### **52.239-I**



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**Privacy or Security Safeguards**

Applies if the contract is for information technology.

**52.242-15**

**I Stop Work Order**

Applies.

**52.242-17**

**Government Delay of Work**

Applies.

**52.243-1**

**Changes — Fixed Price Contracts**

Applies.

**52.244-5**

**Competition in Subcontracting**

Applies.

**52.244-6**

**Subcontracts for Commercial Items**

Applies.

**52.245-1**

**Government Property (or Alt I or Alt II),**

the Buyer shall so specify. If the Buyer does not Specify the requirement will default to the basic clause)

(b)(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance. (f)(1)(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property.)

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

**52.246-11**

**Higher-Level Contract Quality Requirement**

(b) The Contractor shall include applicable requirements of the higher- level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (6)); Or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations. in- process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

**52.247-64 Preference for Privately Owned U.S. —**

**Flag Commercial Vessels**

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

**52.248-1 Value Engineering.**

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract



of \$150,000 or more and may include one in subcontracts of lesser value.

**52,249-1**

**Termination for Convenience of the Government (Fixed-Price) (Short Form)**

Applies.

**The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement between R2C Aerospace and the Seller where the end customer is an agency within the United States Department of Defense.**

1. Clause
2. Title of Provision
3. Application

**252.203-7001**

**Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.**

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

**252.203-7002**

**Requirement to Inform Employees of Whistleblower Rights.**

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

**252.203-7004**

**Display of Fraud Hotline Posters**

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

**252.204-7000**

**Disclosure of Information**

The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**252.204-7009**

**Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information**

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts for services that includes support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items.

**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.**

(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.



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#### 252.204-7012

##### **Safeguarding Unclassified Covered Defense Information and Cyber Incident**

##### **Reporting. Subcontracts.** The Contractor shall -

(1) Include this clause, including this paragraph (m), in [subcontracts](#), or similar contractual instruments, for [operationally critical support](#), or for which [subcontract](#) performance will involve [covered defense information](#), including [subcontracts](#) for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for [subcontractor](#) performance retains its identity as [covered defense information](#) and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require [subcontractors](#) to -

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a [cyber incident](#) to DoD as required in paragraph (c) of this clause.

#### 252.204-7014

##### **Limitations on the Use or Disclosure of Information by Litigation Support Contractors**

(e) Flowdown. Include the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for commercial items.

#### 252.204-7015

##### **Litigation Support Contractors. Disclosure of Information to Litigation Support Contractors**

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

#### 252.209-7002

##### **Disclosure of ownership or control by a foreign government**

Applies

#### 252.217-7012

##### **Liability and Insurance.**

(d)(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

#### 252.219-7003

##### **Small Business Subcontracting**

Applies

#### 252.222-7000

##### **Personnel**

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

#### 252.223 -7007

##### **Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives**

Applies



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**252.225-7001**

**Buy America and Balance of Payments Program (DEC 2017).**

The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or an SC/CASA state end product, the Contractor shall deliver a qualifying country end product, an SC/CASA state end product, or, at the Contractor's option, a domestic end product.

**252.225-7007**

**Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military**

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts for items covered by the United States Munitions List. ,

**252.225-7008**

**Restriction on Acquisition of Specialty Metals**

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas. (Emphasis added)

**252.225-7009**

**Restriction on Acquisition of Certain Articles Containing Specialty Metals.**

(e) Subcontracts. (1) The Contractor shall exclude and reserve paragraph (d) and this paragraph (e)(l) when flowing down this clause to subcontracts. (2) The Contractor shall insert paragraphs (a) through (c) and this paragraph (e)(2) of this clause in subcontracts, including subcontracts for commercial items, that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting this clause in subcontracts, the Contractor shall-

(i) Modify paragraph (c)(6) of this clause only as necessary to facilitate management of the minimal content exception at the prime contract level. The minimal content exception does not apply to specialty metals contained in high-performance magnets; and

(ii) Not further alter the clause other than to identify the appropriate parties.

**252.225-7013**

**Duty Free Entry**

(j) The Contractor shall—(l) Insert the substance of this clause, including this paragraph (j), in all subcontracts for- (i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit; (2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and (3) Include in applicable subcontracts—

(i) The name and address of the ACO for this contract; (ii) The name, address, and activity address number of the contract administration office specified in this contract; and (m) The information required by paragraphs (h)(l), (2), and (3) of this clause.

**252.225-7016**

**Restriction on Acquisition of Ball and Roller Bearings**

(f) The Contractor shall insert the substance of this clause, including this paragraph (t). in all subcontracts, except those for (l) Commercial items; or (2) Items that do not contain ball or roller bearings.

**252,225-7019**

**Restriction on Acquisition of Foreign Anchor and Mooring Chain**

(d) The Contractor shall insert the substance of this clause. including this paragraph (c), in all





subcontracts for items containing welded shipboard anchor and mooring chain, four inches or less in diameter.

**252.225-7020**

**Trade Agreements Certificate**

The Contractor agrees to submit a certification of compliance, as necessary.

**252.225-7021**

**Trade Agreements**

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless— (1) In its offer, the Contractor specified delivery of other non-designated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest waiver has been granted.

**252.225-7022**

**Trade Agreements Certificate —Inclusion of Iraqi End Products**

The Contractor agrees to submit a certification of compliance, as necessary,

**252.225-7025**

**Restriction on the Acquisition of Forgings**

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts for forging items or for other items that contain forging items.

**252.225-7033**

**Waiver of United Kingdom Levies.**

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in any subcontract for supplies where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.

**252.225-7046**

**Exports by Approved Community Members in Response to the Solicitation**

(h) Subcontracts. The offeror shall flow down the substance of this provision, including this paragraph (h), but excluding the representation at paragraph (g), to any subcontractor at any tier intending to use the DTC Treaties in responding to this solicitation.

**252.225-7047**

**Export by Approved Community Members in Performance of the Contract**

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.

**252.225-7048**

**Export Controlled Items**

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

**252.225-7981**

**(Class Deviation 2015-00016)**

Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM)

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over



\$50,000 and will be performed outside the United States and its outlying areas.

**252.225-7993**

**(Class Deviation 2015-00016) Prohibition on Contracting with the Enemy**

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States.

**252.225-7995**

**(Class Deviation 20 ts-00009) Contractor Personnel Performing in the United States Central Command Area of Responsibility**

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

**252.226-7001**

**Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts.**

The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.

**252.227-7013**

**Rights in Technical Data -Noncommercial Items**

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected. (2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227- 7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in 21 subcontractors or supplier's technical data.

**252.227-7014**

**Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation**

(k)(l) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so. without alteration, except to identify the parties.

**252.227-7015**

**Technical Data — Commercial Items**

(e) Applicability to subcontractors or suppliers (2) Whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial items, and require its subcontractors or suppliers to do so without



alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and the clause at 252.227-7013 will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.

**252.227-7016**

**Rights in Bid or Proposal Information**

(t) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

**252.227-7017**

**Identification and Assertion of Use, Release, or Disclosure Restrictions**

Applies.

**252.227-7018**

**Rights in Noncommercial Technical Data and Computer Software — Small Business Innovation Research (SBIIR) Program**

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes required by paragraph (e) of this clause are recognized and protected.

(2) Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. The Contractor shall use the Technical Data—Commercial Items clause of this contract to obtain technical data pertaining to commercial items, components, or processes. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractors or supplier's technical data or computer software,

**252.227 -7019**

**Validation of Asserted Restrictions- Computer Software**

(j) Flowdown. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

**252.227 -7037**

**Validation of Restrictive Markings on Technical Data**

(1) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual documents, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

**252.227-7038 Patent Rights — Ownership by the Contractor**

(l) Subcontracts. (1) The Contractor-(i) Shall include the substance of the Patent Rights—Ownership by the Contractor clause set forth at 52.227-II of the Federal Acquisition Regulation (FAR), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization; and (ii) Shall include the substance of this clause, including this paragraph (l), in all other subcontracts for experimental, developmental, or research work, unless a different patent rights clause is required by FAR27.303. (2) For subcontracts at any tier

(i) The patents rights clause included in the subcontract shall retain all references to the Government



and shall provide to the subcontractor all the rights and obligations provided to the Contractor in the clause. The Contractor shall not, as consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions; and (ii) The Government, the Contractor, and the subcontractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Government with respect to those matters covered by this clause. However, nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

**252.227 -7039**

**Patents — Reporting of Subject Inventions**

Applies if the Prime contract includes FAR § 52.227-II and the contract is awarded by the Department of Defense,

**252.228-7005**

**Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles**

(c) The Contractor will include a clause in subcontracts under this contract to require subcontractor cooperation and assistance in accident investigations.

**252.236-7013**

**Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers (For Construction Subcontracts)**

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in any subcontract that involves the acquisition of steel as a construction material.

**252.237-7023**

**Continuation of Essential Contractor Services**

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

**252.239-7010**

**Cloud Computing Services**

(1) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (1), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

**252.239-7016**

**Telecommunications Security Equipment, Devices, Techniques, and Services**

(e) The Contractor agrees to include this clause, including this paragraph

(e), in all subcontracts which require securing telecommunications.

**252.239-7018**

**Supply Chain Risk**

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any information technology, whether acquired as a service or as a supply.

**252.239-7999**

**(DEVIATION 2015-0001 1) Cloud Computing Services**

(h) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (h), in all subcontracts, including subcontracts for commercial items.

**252.244-7000**

**Subcontracts for Commercial Items and Commercial Components (DoD contracts)**

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation



Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause. (b) While not required, the Contractor may flow down to subcontractor for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation. (c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

**252.245 -7001**

**Tagging, Labeling, and Marking Government Furnished Property**

Applies if the Seller is provided with Government Furnished Property.

**252-245-7002**

**Reporting Loss of Government Property**

Applies if the Seller is provided with Government Furnished Property.

**252.246-7003**

**Notification of Potential Safety Issues**

(1) (l)The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for— (i) Parts identified as critical safety items; (ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or (m) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts, including subcontracts for commercial items, described in paragraph (t)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—

(i) The Contractor or higher-tier subcontractor; and (ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.

**252.246-7007**

**Contractor Counterfeit Electronic Part Detection and Avoidance System**

(e) The Contractor shall include the substance of this clause, including paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.

**252.247-7023**

**(Basic) Transportation of Supplies by Sea.**

(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: (l) 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 (\$150,000.00).

(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 (\$150,000.00).

**252.247-7023**

**Alternate I Transportation of Supplies by Sea. Alternate I (APR 2014)**

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, 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



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paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

**252.247-7023**

**Alternate II Transportation of Supplies by Sea. Alternate II (APR 2014).** As prescribed in 247.574(b)(3). use the following clause, which uses a different paragraph (b) than the basic clause. (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows: (i) 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. (ii) 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

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