



SECTION 1: SELLER REPRESENTATIONS AND CERTIFICATIONS

This clause contains certifications and representations that are material representations of fact upon which Intevac will rely in making awards to Supplier. By submitting its written offer, or providing oral offers/quotations at the request of Intevac, or accepting any P.O., Supplier certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any P.O. agreement, other contractual document, or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Intevac. Supplier shall immediately notify Intevac of any change of status with regard to these certifications and representations. Notwithstanding the foregoing, Intevac may by separate notification require the Supplier to submit separate and specifically signed representations and certifications. Representations and certifications include compliance warranties.

CLAUSE INDEX
1. Supplier Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
2. Supplier Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
3. Supplier Previous Contracts and Compliance Reports Representation
4. Supplier Affirmative Action Compliance Representation
5. Supplier Anti-Kickback Warranty and Indemnification
6. Supplier Small Business Program Representation
7. Supplier Certification of Toxic Chemical Release Reporting

CLAUSE NO. 1 - SUPPLIER CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS: (Clause is applicable only if this Subcontract exceeds or will exceed \$100,000. The definitions and prohibitions contained in the Limitation on Payments to Influence Certain Federal Transactions clause at FAR 52.203-12 are hereby incorporated by reference in this certification.) Relating to the associated provision of Section 2, FAR 52.203-11, of this form:

The Offeror, by submitting its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, - (i) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; (ii) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Buyer; and (iii) he or she will include the language of this certification in all lower-tier purchase orders at any tier and require that all recipients of awards in excess of \$100,000 shall certify and disclose accordingly. *Note: Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.*

CLAUSE NO. 2 - SUPPLIER CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS: (Clause is applicable only if this Subcontract (i) is first-tier from the prime contract, at (ii) exceeds or will exceed \$100,000.) Relating to the associated provision of Section 2, FAR 52.209-5, of this form and the Buyer's responsibility under the provisions of the clause at FAR 52.209-6 at a \$25,000 threshold:

The Offeror certifies, to the best of its knowledge and belief, that - the Offeror and/or any of its principals - (i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (ii) have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (iii) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in (ii) of this provision. The Offeror further certifies that it has not within a three-year period preceding this offer, had one or more contracts terminated

INTEVAC, INC.
GENERAL PURCHASING PROVISIONS
GPP 4 USG Flow-down Provisions dated March 7, 2007

for default by any Federal agency. *Note: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.*

CLAUSE NO. 3 - SUPPLIER PREVIOUS CONTRACTS AND COMPLIANCE REPORTS REPRESENTATION: (Clause is applicable only if Equal Opportunity clause at FAR 52.222-26 is determined to apply to this Subcontract.) Relating to the associated provision of Section 2, FAR 52.222-22, of this form:

Offeror represents that in connection with a previous contract or subcontract subject to either the Equal Opportunity clause of FAR 52.222-26, the clause originally contained in Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114, (i) it has filed all required compliance reports, and (ii) it will secure signed representation indicating submission of the required compliance reports before any subcontract award (at lower tiers.)

CLAUSE NO. 4 - SUPPLIER AFFIRMATIVE ACTION COMPLIANCE REPRESENTATION: (Clause is applicable only if (i) Equal Opportunity clause at FAR 52.222-26 is determined to apply to this Subcontract, and (ii) Offeror has (a) 50 or more employees, or (b) a U.S. Government contract or subcontract of \$50,000 or more [including any subcontract resulting from this solicitation], or (c) U.S. Government bills of lading (GBL) that in any 12-month period total, or can be reasonably expected to total, \$50,000 or more.) Relating to the associated provision of Section 2, FAR 52.222-25, of this form:

Offeror represents that it has developed and has on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2.)

CLAUSE NO. 5 - SUPPLIER ANTI-KICKBACK WARRANTY AND INDEMNIFICATION: (Clause is applicable only if this Subcontract exceeds or will exceed \$100,000.) Relating to the Anti-Kickback Procedures clause of Section 2, FAR 52.203-7, of this form:

Seller warrants that it is in full compliance with the provisions of the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and shall indemnify, protect, defend, and hold Buyer harmless from any liabilities or monetary loss Buyer may suffer resulting from failure of such compliance by Seller.

CLAUSE NO. 6 - SUPPLIER SMALL BUSINESS PROGRAM REPRESENTATION (ADAPTATION FROM CLAUSE AT FAR 52.219-1).

(a) (1) The standard industrial classification (SIC) code for this acquisition is as set forth elsewhere within this solicitation and any resulting Subcontract.

(2) The small business size standard is as set forth elsewhere within this solicitation and any resulting Subcontract.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents elsewhere as part of its offer that it is, or is not, a small business concern.

(2) The offeror represents elsewhere as part of its offer, for general statistical purposes, that it is, or is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) The offeror represents elsewhere as part of its offer that it is, or is not a women-owned small business concern.

(4) If offeror represented itself as disadvantaged in paragraph (b)(2) of this provision show any applicable category *per the symbols below* elsewhere as part of its offer.

The offeror is also to represent elsewhere within its offer that either (i) it has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and a) No material change in disadvantaged ownership and control has occurred since its certification; b) where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and c) it is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or (ii) it has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

G1 - Black American.

G2 - Hispanic American.

G3 - Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

G4 - Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

G5 - Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

G6 - Historically Black College/University.

G7 - Minority Institution.

INTEVAC, INC.
GENERAL PURCHASING PROVISIONS
GPP 4 USG Flow-down Provisions dated March 7, 2007

Other (and Specified) - Individual/concern, other than one of the preceding.

(5) If offeror represented itself as a small business concern in paragraph (b)(1) of this provision, show any applicable category *per the symbols below* elsewhere as part of its offer.

(i) HUBZ - It is a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) JV - It is a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture elsewhere as part of its offer. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under of the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Women-owned small business concern,” as used in this provision, means a small business concern - (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns as set forth elsewhere written this solicitation and any resulting purchase order, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm’s status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to Section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references Section 8(d) for a definition of program eligibility, shall (i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment; and (iii) Be ineligible for participation in programs conducted under the authority of the Act.

CLAUSE NO. 7 - SUPPLIER CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING: (Clause is applicable only if this subcontract (i) is for other than a commercial item per FAR Part 2, and (ii) exceeds or will exceed \$100,000). Submission of this certification is a prerequisite for making or entering into any resulting purchase order as imposed by Executive Order 12969, August 8, 1995. Relating to the Toxic Chemical Release Reporting clause of Section 2, FAR 52.223-14, of this form:

By signing this offer, the offeror certifies that – (i) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in Section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of EPCRA and Section 6607 of PPA; or (ii) none of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the reasons cited in subparagraph (b) (2) of the full text certification provision at FAR 52.223-13.

SECTION 2: FAR/DFAR FLOWDOWN PROVISIONS

A. INCORPORATION OF FAR/DFAR CLAUSES. The Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation (DFAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Agreement. The Intevac Procurement Representative will make their full text available if requested. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Provisions: <http://farsite.hill.af.mil/vffara.htm>

DFAR Provisions: <http://farsite.hill.af.mil/vdfar.htm>

If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Contract.

B. GOVERNMENT SUBCONTRACT. This Agreement is entered into by the parties in support of a U.S. Government Contract. As used in the FAR clauses referenced below and otherwise in this Contract:

1. “Commercial Item” means a commercial item as defined in FAR 2.101.

INTEVAC, INC.
GENERAL PURCHASING PROVISIONS
GPP 4 USG Flow-down Provisions dated March 7, 2007

2. "Contract" means this Agreement or any Transaction Documents entered into hereunder.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Intevac's government prime contract under which this Agreement is entered.
4. "Contractor" and "Offeror" means the Seller, acting as the immediate (first-tier) subcontractor to Intevac.
5. "Prime Contract" means the contract between Intevac and the U.S. Government or between Intevac and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by the Contractor or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "Intevac" for "Government" or "United States" throughout this clause.
2. Substitute "Intevac Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Intevac" after "Government" throughout this clause.
4. Insert "or Intevac" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through Intevac.
6. Insert "and Intevac" after "Contracting Officer", throughout the clause.
7. Insert "or Intevac Procurement Representative" after "Contracting Officer", throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT. Contractor agrees that upon the request of Intevac it will negotiate in good faith with Intevac relative to amendments to this Agreement to incorporate additional provisions herein or to change provisions hereof, as Intevac may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Agreement causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS. If Intevac furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Intevac, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other U. S. Government prime contracts.

F. FAR FLOWDOWN CLAUSES

F.1 FAR Contract Clauses Applicable to PO's Issued under this Agreement Irrespective of Amount Thereof (subject to any scoping provision per individual clause)

REFERENCE	TITLE
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS (OCT 2004) (Note 5 applies)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Note 5 applies.)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Note 5 applies.)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (Note 2 applies)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA — MODIFICATIONS (OCT 1997) (Note 2 applies)
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) (Certification provided for in Section 1 of this form.)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (Representation provided for in Section 1 of this form.)

INTEVAC, INC.
GENERAL PURCHASING PROVISIONS
GPP 4 USG Flow-down Provisions dated March 7, 2007

52.222-25	AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (Representation provided for in Section 1 of this form.)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (In the blank insert "30". Notes 1 and 2 apply.)
52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.225-1	BUY AMERICAN ACT—SUPPLIES (JUN 2003) (Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)
52.225-5	TRADE AGREEMENTS (JUN 2006)
52.225-8	DUTY-FREE ENTRY (FEB 2000) (Under paragraph (b)(1), change "20 days" to "30 days." Under paragraph (b)(2), change "10 days" to "20 days." Note 2 applies.)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-9	REFUND OF ROYALTIES (APR 1984 (Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)
52.227-10	FILING OF PATENT APPLICATIONS — CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)
52.227-12	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)
52.227-14	RIGHTS IN DATA - GENERAL (JUN 1987)
52.228.7	INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994) (Note 1 and 2 apply)
52.242-15	STOP-WORK ORDER (AUG 1989) (In subparagraph (b) (2), change "30 days" to "15 days." Notes 1 and 2 apply)
52.243-1	CHANGES — FIXED PRICE (AUG 1987) (Notes 1 and 2 apply)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004) (Except for paragraphs (i) and (j), Note 1 applies except in the phrases "Government property," "Government-furnished property," and in references to title to property. Note 2 applies. The following is added as paragraph (m) "Seller shall provide to Intevac immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of property control system." Disposition of property under paragraphs (i) and (j) shall be coordinated with Intevac.)
52.245-17	SPECIAL TOOLING (MAY 2004) (Note 2 applies, except paragraph (b). Note 1 applies to paragraph (d)(1) and (d)(3) and (m) where "Government" appears the last time and in paragraph (f)(1). In paragraph (j) change "180 days" to "240 days" and "90 days" to "150 days". In (j)(ii) remove "prime" before "Contractor" in the last sentence.)
52.245-18	SPECIAL TEST EQUIPMENT (FEB 1993) (Note 2 applies to paragraphs (b) and (d). Note 5 applies. In paragraphs (b) and (c), change "30 days" to "60 days".)
52.246-2	INSPECTION OF SUPPLIES — FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in Paragraph (b) the second time "Government" Appears; (f), (h), (j), and (l) where Note 1 applies.)
52.246-4	INSPECTION OF SERVICES — FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-24	LIMITATION OF LIABILITY — HIGH-VALUE ITEMS (FEB 1997)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)

INTEVAC, INC.
 GENERAL PURCHASING PROVISIONS
 GPP 4 USG Flow-down Provisions dated March 7, 2007

- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) (Notes 1 and 2 apply. Note 4 applies to the first time “Government” appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time “Government” appears in paragraph (d). In paragraph (n) “Government” means “Intevac and the Government” . In paragraph (c) “120 days” is changed to “60 days”. In paragraph (d) “15 days” is changed to “30 days”, and “45 days” is changed to “60 days”. In paragraph (e) “1 year” is changed to “6 months”. Paragraph (j) is deleted. In paragraph (l) “90 days” is changed to “45 days”. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time “Government” appears in paragraph (d). Timely performance is a material element of this Contract.)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

F.2 Additional FAR Contract Clauses Applicable to PO’s Issued under this Agreement which Exceeds or Will Exceed \$10,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
52.222-20	WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

F.3 Additional FAR Contract Clauses Applicable to PO’s Issued under this Agreement which Exceeds or Will Exceed \$30,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

F.4 Additional FAR Contract Clauses Applicable to PO’s Issued under this Agreement which Exceeds or Will Exceed \$100,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (SEPT 2005)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995) (Delete Subparagraph (c)(1).)
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 05) (Certification provided for in Section 1 of this form.)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001) (Certification provided for in Section 1 of this form.)
52.215-2	AUDIT AND RECORDS — NEGOTIATION (JUN 1999) (Note 3 applies.)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) (Delete paragraph (b) of the clause.)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT — OVERTIME COMPENSATION (JUL 2005)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2006)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.223-6	DRUG FREE WORKPLACE (MAY 2001)

INTEVAC, INC.
GENERAL PURCHASING PROVISIONS
GPP 4 USG Flow-down Provisions dated March 7, 2007

52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (Certification provided for in Section 1 of this form.)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (Note 2 applies. Delete paragraph (e).)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) (Notes 2 and 4 apply.)
52.242-13	BANKRUPTCY (JUL 1995) (Note 1 and 2 apply)
52.243-6	CHANGE ORDER ACCOUNTING (APR 1984) (Note 2 applies.)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003)
52.248-1	VALUE ENGINEERING (FEB 2000)

F.5 Additional FAR Contract Clauses Applicable to PO's Issued under this Agreement which Exceeds or Will Exceed \$500,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
52.230-2	COST ACCOUNTING STANDARDS (APR 1998)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)

F.6 Additional FAR Contract Clauses Applicable to PO's Issued under this Agreement which Exceeds or Will Exceed \$550,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006) (Note 2 is applicable to paragraph (c) only.)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)

F.7 Additional FAR Contract Clauses Applicable to PO's Issued under this Agreement which Exceeds or Will Exceed \$650,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA — MODIFICATIONS (OCT 1997)

G. DFAR FLOWDOWN CLAUSES

The Department of Defense FAR Supplement (DFARS) contract clauses identified hereinbelow: (i) are applicable only if this Subcontract results from any prime contract or subcontract with Buyer's customer falling under DFARS (as will be made clear elsewhere in this subcontract), (ii) are in addition to the FAR contract clauses, (iii) augment or supersede any portion of the FAR contract clauses of the same subject matter to any extent inconsistent therewith, and (iv) are subject to any specific scoping provision per individual clause [see General Preamble hereinabove].)

G.1 DFAR Contract Clauses Applicable to PO's Issued under this Agreement Irrespective of Amount Thereof (subject to any scoping provision per individual clause)

REFERENCE	TITLE
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996) (Delete paragraph (g).)
252.223-7001	HAZARD WARNING LABELS (DEC 1991)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)
252.223-7003	CHANGE IN PLACE OF PERFORMANCE — AMMUNITION AND EXPLOSIVES (DEC 1991) (Notes 2 and 4 apply.)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005)

INTEVAC, INC.
 GENERAL PURCHASING PROVISIONS
 GPP 4 USG Flow-down Provisions dated March 7, 2007

252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE US AND CANADA – SUBMISSION AFTER AWARD (DEC 2006)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 2007)
252.225-7013	DUTY-FREE ENTRY (JUN 2006) (Notes 1 and 2 apply in subparagraph (c).)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) (Alternate 1 applies if this Subcontract requires delivery of product containing specialty metals under program for (i) aircraft, (ii) missile and space systems, (iii) ships, (iv) tank-automotive, and (v) weapons or ammunition.)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL OR ROLLER BEARINGS (MAR 2006) (Note 1 applies to subparagraph (a) (2))
252.225-7021	TRADE AGREEMENTS (JUN 2006)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (JUL 2006)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Note 2 applies. Note 3 applies to (c)(3).)
252.225-7036	BUY AMERICA ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENT PROGRAM (OCT 2006)
252.227-7013	RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995) (For paragraph (c)(1), note 3 applies.)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)
252.227-7034	PATENTS – SUBCONTRACTS (APR 1984)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7039	PATENTS – REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994) (In paragraph (a)(3), change October 31 to October 10.)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply)

G.2 Additional DFAR Contract Clauses Applicable to PO's Issued under this Agreement which Exceeds or Will Exceed \$30,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

G.3 Additional DFARS Contract Clauses Applicable to PO's Issued under this Agreement which Exceeds or Will Exceed \$100,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004) (In this clause, the terms "contract," "contractor", and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). Note 5 applies.)
252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS (JUN 2005)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) (Notes 1 and 2 apply to paragraph (g).)

INTEVAC, INC.
GENERAL PURCHASING PROVISIONS
GPP 4 USG Flow-down Provisions dated March 7, 2007

G.4 Additional DFARS Contract Clauses Applicable to PO's Issued under this Agreement which Exceeds or Will Exceed \$500,000 (subject to any scoping provision per individual clause)

REFERENCE	TITLE
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2005) (Contractor shall comply with (a) through (d).)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, AND INDIAN-OWNED ECONOMIC ENTERPRISES AND HAWAIIAN SMALL BUSINESS CONCERNS (SEPT 2004) (In f(1), "Contractor" shall mean "Intevac". Note 2 applies to (c) the first time "Contracting Officer" appears.)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2006) (Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)