

## **INTEVAC PHOTONICS, INC. PURCHASE ORDER TERMS AND CONDITIONS FOR SUPPLIERS WITH U.S. GOVERNMENT FLOWDOWN PROVISIONS**

THESE TERMS AND CONDITIONS SHALL APPLY TO ANY PURCHASE ORDER OR AMENDMENT ISSUED BY INTEVAC PHOTONICS, INC. (BUYER) TO SELLER. SELLER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS SHALL OCCUR UPON SELLER'S ACCEPTANCE OF THE PURCHASE ORDER, CONTRACT OR SUBCONTRACT; OR SELLER'S COMMENCEMENT OF PERFORMANCE IN SUPPLYING THE GOODS AND/OR SERVICES UNDER THE PURCHASE ORDER, WHICHEVER OCCURS FIRST. ANY TERMS OR CONDITIONS PROPOSED BY SELLER INCONSISTENT WITH OR IN ADDITION TO THESE TERMS AND CONDITIONS ARE EXPRESSLY REJECTED AND SHALL BE VOID AND OF NO EFFECT UNLESS SPECIFICALLY AGREED TO BY BUYER IN WRITING.

**1. PRICES AND TAXES.** Seller hereby warrants that the prices to be charged for the goods or services ordered do not exceed the lowest price charged to any of its other customers for similar quantities and delivery requirements. If, before delivery of the goods or services, Seller reduces the prices to one or more of its customers for similar quantities and delivery requirements, the prices provided to Buyer shall be likewise reduced. Unless otherwise specified, the prices set forth in this P.O. include all applicable federal, state, and local taxes.

**2. INVOICES.** Seller will submit invoices in duplicate showing the following information: P.O. number; Intevac part number; item description, size and quantity; unit prices; each applicable tax; extended totals; and any other information specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. Payment of an invoice will not constitute acceptance of goods or services. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller to Buyer.

**3. DISCOUNTS.** In connection with any discount offered by Seller, time will be computed from the latest of the (i) scheduled delivery date, (ii) date of actual delivery, or (iii) date Buyer receives an acceptable invoice. For the purpose of earning the discount, payment will be deemed to have been made on the date Buyer mails its check.

**4. OVER SHIPMENTS.** Buyer will pay only for maximum quantities ordered. Over shipments will be held by Buyer at Seller's risk and expense for a reasonable time awaiting shipping instructions. Return shipping charges will be at Seller's expense.

**5. PACKING AND SHIPMENT.** Unless otherwise specified, when the price of goods under this P.O. is based on the weight of such goods, such price is to cover only the net weight of material ordered, and no charges will be allowed for packing, handling, transportation, storage or other packing requirements. Seller will package and pack all goods in a manner which is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for the particular goods, (iii) in accordance with I.C.C. regulations, and (iv) adequate to insure safe arrival of the goods at the named destination. Seller will mark all containers with necessary lifting, handling, and shipping information and with P.O. numbers, date of shipment, and the names of the consignee and consignor. Seller must include an itemized packing list with each shipment. Unless Buyer has given prior written consent, Seller will not make any partial delivery nor make any delivery (partial or complete) prior to the due date or dates shown.

**6. DELIVERY POINT.** Unless otherwise specifically provided on the face of this P.O., the goods ordered hereunder will be delivered FOB Destination (Intevac's Facility), or if an international supplier then delivered DDP (Incoterms 2010) to Intevac's Facility, or any other destination designated in writing by Intevac.

### **7. WARRANTIES.**

(a) Seller warrants that all goods, services and deliverables delivered hereunder (i) will be free from defects in workmanship, materials, and manufacture or, in the case of services, will be performed in a professional manner consistent with the prevailing standards of care and skill exercised in the industry, (ii) will comply with the requirements of this P.O., including any drawings or specifications incorporated herein or samples furnished by Seller, and (iii) where design is Seller's responsibility, will be free from defects in design. Seller also warrants that all goods and deliverables (including components thereof) will be neither used nor reconditioned without Buyer's prior written consent. The foregoing warranties constitute conditions to this P.O. They are in addition to all other warranties, whether express or implied, and will survive any delivery, inspection, acceptance or payment by Buyer. All warranties run to the benefit of Buyer and its customers.

(b) Buyer's approval of Seller's materials or design will not relieve Seller of any warranties.

(c) If any goods or deliverables delivered do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option (i) require Seller to correct any defective or nonconforming goods or deliverables by repair or

replacement at no cost to Buyer, or (ii) return such defective or nonconforming goods or deliverables and all other goods or deliverables in such shipment or delivery, to Seller at Seller's expense and recover from Seller the order price thereof, or (iii) correct or replace the defective or nonconforming goods or deliverables itself and charge Seller with the cost of such correction or replacement. If any services provided by Seller do not comply with the foregoing warranties, then Seller will, at Buyer's option, either promptly reperform or redeliver such services in a manner which complies with such warranty, or pay to Intevac all amounts it paid for the nonconforming services. In addition, Seller agrees to reimburse Intevac for all other costs, expenses and damages which it incurs related to any such defective or nonconforming goods or services.

**8. INSPECTION AND ACCEPTANCE.** Notwithstanding any prior inspection or payments, all goods and services deliverables will be subject to final inspection and acceptance at Buyer's location within a reasonable time after delivery. If any item is defective in material or workmanship, or otherwise not in conformity with the requirements of this P.O., Buyer will have the right to (a) reject it and receive a full refund of any amounts paid, (b) require its correction, or (c) accept it with an adjustment in price. If Buyer requires that such an item be corrected, Seller must promptly replace or correct such item at its expense. If, after being requested by Buyer, Seller fails to promptly replace or correct any defective or nonconforming item, then Buyer may (i) replace or correct such item and charge to Seller the cost occasioned thereby, (ii) without further notice, cancel this P.O. for default in accordance with Section 10 below, or (iii) require an appropriate reduction in price.

**9. QUALITY CONTROL SYSTEM.**

(a) SELLER agrees to provide and maintain a quality control system to an industry recognized Quality Standard and to provide access to SELLER's facilities at all reasonable times by BUYER for the purposes of inspecting and observing the quality process. Further, SELLER shall be in compliance with any other specific quality requirements identified in this Contract. Records of all quality control inspection work by SELLER shall be kept complete and available to BUYER and its Customers. SELLER agrees to notify BUYER'S Procurement Representative of product that does not meet the requirements of this order that cannot be reworked to compliance. Written Approval will be required by BUYER'S Procurement Representative prior to SELLER's shipment of nonconforming material to BUYER. Additionally, SELLER shall notify BUYER'S Procurement Representative if SELLER discovers that previously delivered product does not meet the requirements of this order. SELLER agrees to notify BUYER'S Procurement Representative with changes in product and/or process which affect compliance with applicable Specifications, Technical Data Sheets, or reliability of the product, changes of suppliers, and changes of manufacturing facility locations.

(b) All hardware, data, other documentation, tooling and equipment required by SELLER during the performance of this order, except that equipment and tooling which SELLER utilizes during the sensor manufacturing process, shall be maintained under configuration control. SELLER shall submit for approval all Class 1 changes to the configuration (i.e. those which affect form, fit, function and safety). BUYER shall provide written approval to all Class 1 changes. BUYER'S approval for Class 2 changes ("Minor Changes") is not required. BUYER'S approval of the drawing package shall constitute a baseline release for hardware fabrication. BUYER'S approval of other such documentation shall likewise constitute a baseline release for applicable activities.

(c) The SELLER shall submit Major Engineering Change Orders (ECO's) to BUYER for written approval prior to implementing any such changes. BUYER'S approval shall in no way relieve the SELLER from complying with the requirements of the order, nor shall approval relieve the SELLER's technical responsibility for the design. The SELLER shall further submit Minor ECO's for informational purposes. Any SELLER classification disagreements shall be referred to BUYER for a final decision.

(d) Where applicable for parts assemblies, SELLER shall maintain a Foreign Object Debris/Damage (FOD) prevention program. SELLER's FOD prevention program shall include: 1) The review of design and manufacturing processes to identify and eliminate foreign object entrapment areas and paths through which foreign objects can migrate; 2) SELLER shall employ appropriate housekeeping practices to ensure timely removal of residue/debris, if any, generated during manufacturing operations or tasks; 3) SELLER shall determine if sensitive areas that may have a high probability for introduction of foreign objects should have special emphasis controls in place appropriate for the manufacturing environment; and 4) By delivering items to BUYER, SELLER shall be deemed to have certified to BUYER that such items are free from any foreign material(s) that could result in FOD.

## 10. CHANGE ORDERS

(a) Buyer may at any time, by a written order, increase the ordered quantities, change the due date or make changes in any one or more of the following: (i) applicable drawings, designs or specifications; (ii) method of shipment or packing; and/or (iii) place of delivery.

(b) If the change causes an increase in the cost or the time required by Seller for performance of this P.O. and Seller so notifies Buyer, then an equitable adjustment will be made in the order price or delivery schedule or both, and the P.O. will be modified accordingly in writing. No claim by Seller for such an adjustment will be valid unless asserted within 20 days from the date of receipt by Seller of the notification of change.

## 11. TERMINATION

(a) Buyer may, by written notice, terminate this P.O. in whole or in part at any time if Seller breaches any one or more of its terms, becomes insolvent, is adjudicated bankrupt, or is the subject of a voluntary or involuntary petition of bankruptcy, or makes an assignment for the benefit of creditors.

(b) At any time for convenience, Buyer may terminate all or any part of this P.O. by written notice to Seller. Buyer will have no liability for such termination to the extent such termination is prior to Seller's stated lead time for any terminated goods or the termination relates to non-custom Seller goods. If a termination for convenience relates to custom goods, then Buyer agrees to pay to Seller such amount as is agreed by the parties to compensate Seller for its actual direct costs incurred arising from such termination which Seller could not have avoided through commercially prudent procurement practices. Seller must submit to Buyer a written claim for such cancellation charges within 10 days after receipt of Buyer's termination notice. Failure to so provide such claim will constitute a waiver of all claims and a release of all Buyer's liability arising out of such termination. Seller shall, whenever possible, place any such work in process in inventory and sell it to other customers. In no event will any claim for custom goods exceed the total price quoted for the items canceled. Buyer may inspect and audit Seller's relevant records and documents prior to agreeing to pay Seller's claim.

(c) Nothing in this Section 11 is intended to excuse Seller from proceeding with any uncanceled portion of this P.O.

(d) The remedies stated herein are in addition to all other remedies at law or in equity. Seller's obligations under the sections of this P.O. titled "Warranties," "Termination," "Buyer's Property," "Indemnification," "Confidentiality," "Patent License" and "General" will survive any termination of this P.O.

**12. RISK OF LOSS OR DAMAGE.** Notwithstanding any prior inspections and irrespective of the delivery point named herein, Seller will bear all risk of loss, damage or destruction to the ordered goods until final acceptance of the goods by Buyer at its location. Seller will bear the same risk with respect to any goods rejected by Buyer.

**13. BUYER'S PROPERTY.** Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable, all of Buyer's property delivered to Seller and all property to which Buyer acquires an interest by virtue of this P.O. Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than to perform this P.O., without Buyer's prior written consent. Seller shall notify Buyer's Procurement Representative if Buyer's property is lost, damaged, or destroyed. As directed by Buyer, upon completion, termination or cancellation of this P.O. Seller shall deliver such property, to the extent not incorporated in delivered goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

## 14. INDEMNIFICATION

(a) Seller shall, at its own expense, defend, indemnify and hold harmless Buyer, its agents, customers, successors, and assigns from any claim, suit or proceeding (a "**Claim**") brought against Buyer to the extent it is based upon a claim that the goods or deliverables provided under this P.O. infringe upon any patent or copyright, or misappropriate any trade secret, of any third party. Buyer shall, at its own expense, defend, indemnify and hold harmless Seller, its agents, customers, successors, and assigns from any Claim brought against Seller to the extent it is based upon a claim that: (i) Seller's required compliance with any specifications provided by Buyer infringes upon any patent of any third party or (ii) any equipment or materials (not provided or recommended by Seller) with which Buyer combines with the goods or deliverables, infringe upon any patent or copyright, or misappropriates any trade secret, of any third party. The party seeking indemnification agrees that it shall promptly notify the other party in writing of any such Claim and give the indemnifying party full information and reasonable assistance in connection therewith, at the expense of the indemnifying party. The indemnifying party shall have the sole right to control the defense of any such Claim and the sole right to settle or compromise any such Claim, subject to the approval of the indemnified party which shall not be unreasonably denied.

(b) Seller will have no liability for any Claim to the extent covered by Buyer's indemnity or based on modifications to the goods or deliverables made by Buyer.

(c) The foregoing states the entire liability of each party to the other concerning infringement of intellectual property rights, including but not limited to, patent, copyright, trademark and trade secret rights.

(d) Where Seller will perform work or services on Buyer's premises, Seller agrees to the following:

(i) Seller shall indemnify and hold harmless Buyer from any claims brought by Seller's employees, third party subcontractors, agents, or consultants (collectively referred to as "Seller's Personnel"), for injury to person or wrongful death that occurs while Seller's Personnel are working on Buyer's premises, regardless of the actual cause or proximate cause of the injury. Seller shall flow down this indemnification requirement to all subcontractors it retains to work on Buyer's premises.

(ii) Seller shall maintain, and cause its subcontractors, agents and consultants, to maintain, the insurance coverages that the higher of those specified in the purchase order, or any other attachment to this Contract, or the following: Statutory Workers' Compensation coverage and Employers' Liability with a limit of \$1,000,000 per occurrence; Commercial General Liability (including bodily injury and property damage, products / completed operations coverage and contractual liability coverage) with a limit of \$2,000,000 per occurrence. When applicable to Seller's performance of the Contract, Seller shall also maintain, and cause its subcontractors to maintain, (i) Automobile Liability coverage with a limit of \$1,000,000 per accident; and (ii) Professional Liability covering the services provided by Seller. Upon Buyer's request, Seller shall (i) provide Buyer with certificates of insurance evidencing required insurance, and (ii) arrange for a waiver of subrogation in favor of Buyer.

(iii) Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Contract.

**15. LIMITATION OF LIABILITY.** BUYER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF THIS PURCHASE ORDER OR SUBCONTRACT INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, REVENUES OR GOODWILL, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY EVEN IF SUCH DAMAGES ARE FORSEEABLE AND WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

**16. CONFIDENTIALITY.** Seller will not quote for sale to others, without Buyer's written authorization, any goods purchased under Buyer's specifications or drawings. All specifications, drawings, samples, and other data furnished by Buyer will be treated by Seller as confidential information, will remain Buyer's property, and will be returned to Buyer on request. This P.O. does not supersede the terms of any nondisclosure agreement between the parties. Seller will not, without Buyer's prior written consent, make any news release or public announcement concerning this Purchase Order which directly or indirectly identifies Buyer.

**17. ASSIGNMENTS.** No right or obligation under this P.O. (including the right to receive monies due) may be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent will be void. Buyer may assign this P.O. at any time if such assignment is considered necessary by Buyer in connection with a sale of Buyer's assets or a transfer of its obligations.

**18. DELIVERY; NOTICE OF DELAYS.** The parties agree that time is of the essence for this P.O. Whenever any event delays or threatens to delay the timely performance of this Purchase Order; Seller will immediately notify Buyer of such event and furnish all relevant details. Receipt by Buyer of such notice will not constitute a waiver of the due dates hereunder.

**19. IP OWNERSHIP AND LICENSE.** Intevac shall own all right, title and interest in and to inventions, discoveries, developments, trade secrets, works of authorship and other materials (and all other related intellectual property rights) created, developed or discovered, whether jointly or singly, by Seller or Buyer under or in connection with this PO (collectively, the "Assigned IP"). Seller hereby assigns, agrees to assign, and to cause its contractors to assign, to Buyer all of Seller's or such contractors' right, title and interest in and to the Assigned IP. To the extent any Assigned IP or any goods or deliverables provided hereunder include any pre-existing intellectual property rights of Seller or another party, Seller hereby grants to Buyer a worldwide, nonexclusive, royalty-free, perpetual, irrevocable license, with right of sublicense, to use such pre-existing intellectual property rights in connection with any product or service,

including the right to use, make, have made, offer to sell, sell, have sold or import products or to reproduce, modify, create derivative works of, distribute, disclose, perform and display such pre-existing intellectual property rights. Seller shall, and shall cause its contractors to, execute and deliver such documents as Buyer may request to confirm or give effect to the foregoing assignments and licenses, or in connection with the establishment, maintenance, protection, or enforcement by Buyer of the Assigned IP or the foregoing licenses.

**20. PROHIBITED DISCRIMINATION.** Only if applicable, Executive Order 11246, 29 C.F.R. Part 471, Appendix A to Subpart A, and 41 C.F.R. Parts 60-1.4, 60-1.7, 60-4.3 are incorporated. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and against qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**21. CONFLICT MINERALS FREE MATERIAL REQUIREMENT.** Seller will not knowingly purchase materials that contain conflict minerals and that directly or indirectly finance or benefit armed groups, as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Seller shall take steps to identify and assess risk in its supply chain and will make continued efforts to ensure that Conflict Minerals are not used in products sold or supplied to Buyer. The remedies herein reserved will be cumulative, and additional to any other or further remedies provided in law or equity, unless specifically stated otherwise.

**22. SUSPECT/COUNTERFEIT PARTS.** Seller represents and warrants that it has policies and procedures in place (or similar measures in the absence of such policies and procedures) to ensure that none of the supplies or materials furnished under this Agreement are “suspect/counterfeit parts” and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to Buyer by Seller. “Suspect/counterfeit parts” are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that re designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency [DCMA] under the Government-Industry Data Exchange Program [GIDEP]. If Buyer reasonably determines that Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Buyer to remove and replace the suspect/counterfeit parts, including without limitation to Buyer’s external and internal costs of removing such counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller’s goods after counterfeit parts have been exchanged out. Seller’s warranty against suspect/counterfeit parts shall survive any termination or expiration of this Agreement.

**23. U.S. EXPORT LAW REQUIREMENTS.**

(a) Performance of the Purchase Order, Contract or Subcontract may involve the use of or access to articles, technical data or software that is subject to export controls set forth in the following: 22 USC 2751-2796, the Arms Export Control Act; 22 CFR 120-130, the International Traffic in Arms Regulations [ITAR]; 50 USC 2401-2420, The Export Administration Act; and 15 CFR 768-799, Export Administration Regulations [EAR]; along with their supplemental laws and regulations collectively referred to as the “Export Laws and Regulations.” Seller represents and warrants that for all ITAR controlled Goods and Services, that it is a U.S. Person as that term is defined in the Export Laws and Regulations. Seller shall comply with any and all Export Laws and Regulations and any license(s) issued thereunder.

(b) Seller shall not grant any Foreign National personnel access to any ITAR or EAR controlled technical data, software or Defense Articles, or provide an unauthorized Defense Service utilizing Buyer’s technical data, as those terms are defined in the applicable Export Laws and Regulations, without the prior written consent of Buyer. Any request for such information must state the intended recipient’s citizenship and status under 8 USC 1101 and \* USC 1324 (The Immigration and Naturalization Act), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller’s request under this Paragraph shall relieve Seller of its obligations to comply with the provision of this Paragraph or the Export Laws and Regulations, nor shall any consent constitute a waiver of these requirements of this Paragraph, nor constitute consent for the Seller to violate any provision of the U.S. Export Laws and Regulations.

(c) Seller understands that the export, re-export or re-transfer of Buyer’s technical data may require a U.S. export license or other approval. Seller will not transfer Buyer’s technical data in violation of any U.S. Export Law or Regulation, including by making any exports or re-exports of Buyer’s controlled technical data to the U.S. embargoed countries of North Korea, Cuba, Iran, Sudan, Syria, or to other restricted destination or parties that may be added to

the restricted export list by the U.S. Government. Export compliance guidelines and classification information for Buyer's technical data are available by contacting Buyer. In the event of an alleged breach of the U.S. Export Controls by Seller, the Seller shall furnish to Buyer all information requested to establish Seller's compliance with U.S. Export Regulations.

(d) Seller shall indemnify and hold harmless Buyer from and against any and all damages, liabilities, penalties fines, costs and expenses, including attorney's fees and costs, arising out of any claim for the Seller's failure to comply with the requirement contained under this section or the provisions contained in the Export Laws and Regulations. Where Seller has failed to perform in accordance with this section concerning Export Laws and Regulations, Seller will be deemed to be in breach of the Purchase Order, Contract or Subcontract, and Buyer may terminate for Default immediately.

#### **24. PROTECTION OF PROPRIETARY INFORMATION.**

(a) If a separate confidentiality, nondisclosure, or proprietary information agreement exists between Seller and Buyer, which relates to the subject matter of the Purchase Order, Contract or Subcontract, then confidential or proprietary information furnished by one party to the other party shall be protected pursuant to such agreement, and the remainder of this Paragraph shall not apply.

(b) For purposes of this Paragraph, "Information" shall mean information disclosed to Seller by Buyer, in connection with this Purchase Order, which is identified by one party as being proprietary, or which is information that a reasonable person would understand to be proprietary information. Examples of "Proprietary Information" include, but are not limited to, customer lists, pricing policies, markets analyses, business plans or programs, software specifications, manuals, notes, annotations, performance data, designs, drawings, processes, data reports, test reports, and photographs; and engineering, manufacturing or technical data relating to Buyer's products, services, equipment, or processes, as well as derivative works thereof. Buyer's Proprietary Information will only be used by Seller upon receipt of Buyer's written approval. Seller agrees not to use any Buyer provided information or Proprietary Information for any purpose except to perform this Purchase Order or Subcontract and agrees not to disclose such Information or Proprietary Information to third parties without the prior written consent of Buyer.

**25. APPLICABLE LAW.** The Purchase Order, Contract and/or Subcontract and The Parties performance hereunder, shall be construed and enforced in accordance with the laws of the State of California. Seller shall comply with all applicable laws, Executive Orders, or regulations. Seller agrees to indemnify and hold harmless Buyer against any loss, cost, liability or damage by reason of Seller's violation of any applicable laws, Executive Orders or regulations.

**26. DISPUTE RESOLUTION.** Any controversy or claim arising out of or related to his order shall be settled by arbitration in the City of Santa Clara, State of California, in accordance with the commercial rule of the American arbitration Association, by arbitrator appointed in accordance with those rules. The determination by the arbitrator shall be enforceable in any court of competent jurisdiction. Each party shall bear their own attorney's fees and costs and the arbitrator shall have no authority to make such award.

**27. END OF LIFE NOTICE.** Seller will provide Buyer with 12 months' written notice of the affected Good's end-of-sale date and/or the last day when the affected product can be ordered. Seller will flow down this requirement to all of its subcontractors.

**28. NON WAIVER.** If Buyer fails to enforce at any time any of the provisions of this Purchase Order., to exercise any election or option provided herein, or to require at any time the performance by Seller of any of the provisions herein, such failure will not in any way be construed to be a waiver of such provisions.

***See Intevac Photonics U.S. Government Flowdown Provisions, Paragraph 29, on next page.***

## 29. GOVERNMENT FLOWDOWN PROVISIONS

### 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 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.

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 HUB-Zone 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/DFARS FLOWDOWN PROVISIONS

- A. **INCORPORATION OF FAR/DFARS CLAUSES.** The Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) 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 as follows:

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

DFARS 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.
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 all Purchase Orders and Subcontracts Issued by Intevac Irrespective of Amount Thereof (subject to any scoping provision per individual clause):**

REFERENCE	TITLE
52.202-1	DEFINITIONS
52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	ANTI-KICKBACK PROCEDURES
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL AND IMPROPER ACTIVITY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE USG TRANSACTIONS
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	CONTRACTOR CODE OF BUSINESS AND CONDUCT
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLESIDED ON POST CONSUMER (MAY 2011)
52.204-8	ANNUAL REPESENTATIONS AND CERTIFICATIONS (FEB 2009)
52.204-9	PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KAPERSKY LAB AND OTHER COVERED ENTITIES
52.204-26	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES --REPRESENTATION
52.209-6	PROTECTING THE USG'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARRMENT (AUG 2013)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-8	ORDER OF PRECEDENCE –UNIFORM CONTRACT FORMAT (AUG 2011)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS (OCT 2010)
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 2010)
- 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES, IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
- 52.215-23 LIMITATIONS ON PASS THROUGH CHARGES (OCT 1997)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)
- 52.216-8 FIXED FEE
- 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) (Certification provided for in Section 1 of this form.)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)
- 52.219-16 LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JUL 2013)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS
- 52.222-3 CONVICT LABOR (MAR 2012)
  
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
- 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (OCT 2010)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
  
- 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (Representation provided for in Section 1 of this form.)
- 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (Representation provided for in Section 1 of this form.)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.222-54 EMPLOYMENT ELGIBILITY VERIFICATION (AUG 2013)
- 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.)
- 52.223-5 POLLUTION PREVENTION AND THE RIGHT TO KNOW INFORMATION (MAY 2011)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 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)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
- 52.225-1 BUY AMERICAN ACT—SUPPLIES (JUN 2003) (Note 2 applies to the first time “Contracting Officer” is mentioned in paragraph (c).)
- 52.225-3 BUY AMERICAN ACT – NORTH AMERICAN FREE TRADE AGREEMENT –ISRAELI TRADE ACT

- 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 (JUN 2008)
- 52.226-1 FOREIGN PURCHASES UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 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 (DEC 2007)
- 52.227-11 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (DEC 2007)
- 52.227-12 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)
- 52.227-13 PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (JAN 1997)
- 52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987)
- 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013)
- 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
  
- 52.232-17 INTEREST (OCT 2008)
  
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
  
- 52.232-23 ASSIGNMENT OF CLAIMS
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONCERNS
  
- 52.232-25 PROMPT PAYMENT (OCT 2008)
  
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
  
- 52.233-1 DISPUTES (JUL 2002)
  
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) AND ALT I
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIMS (OCT 2004)

- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)  
(Note 1 and 2 apply)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-15 STOP-WORK ORDER (AUG 1989) (In subparagraph (b) (2), change "30 days" to "15 days." Notes 1 and 2  
52.242-17 apply)
- GOVERNMENT DELAY OF WORK
- 52.243-1 CHANGES — FIXED PRICE (AUG 1987) (Notes 1 and 2 apply)
- 52.243-2 CHANGES—COST REIMBURSEMENT (AUG 1987)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
- 52.244-1 SUBCONTRACTS (JUNE 2007)
- 52.244-5 COMPETITION IN SUBCONTRACTING
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2009)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 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.)
- 52.245-9 USE AND CHARGES (APRIL 2012)
- 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".)
- 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS
- 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)
- 52.248-1 VALUE ENGINEERING (OCT 2010)

- 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.)
- 52.249-6 TERMINATION (COST REIMBURSEMENT) (May 2004)
- 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 and Subcontracts 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 (OCT 2010)

**F.3 Additional FAR Contract Clauses Applicable to PO's and Subcontracts 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 and Subcontracts 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 ( OCT 2010)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)

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 (MAR 2010)
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)
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 ( DEC 2007)
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 and Subcontracts Issued under this Agreement which Exceeds or Will Exceed \$700,000 (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.6 Additional FAR Contract Clauses Applicable to PO's and Subcontracts Issued under this Agreement which Exceeds or Will Exceed \$2,000,000 (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)
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)

**G. DFARS FLOWDOWN CLAUSES**

The Department of Defense FAR Supplement (DFARS) contract clauses identified below: (i) are in addition to the FAR contract clauses, (ii) augment or supersede any portion of the FAR contract clauses of the same subject matter to any extent inconsistent therewith, and (iii) are subject to any specific scoping provision per individual clause [see General Preamble hereinabove].)



**G.1 DFARS Contract Clauses Applicable to PO's and Subcontracts Issued by Intevac Irrespective of Amount Thereof (subject to any scoping provision per individual clause):**

REFERENCE	TITLE
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
252.203-7001	PROHIBITION ON PERSONS CONVICTED FO FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES (DEC 2008)
252.203-7002	REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
252.204-7000	DISCLOSURE OF INFORMATION (AUG 2013)
252.204-7004	SYSTEM FOR AWARD MANAGEMENT (ALT A) (MAR 2014)
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROALS (AUG 2015)
252.204-7009	LIMITATION ON THE USE OR DISCLOSURE OF THIRD PARTY CONTRACTOR CYBER INCIDENT INFORMATION
252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION
252.204-7015	NOTICE OF AUTORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) HAZARD WARNING LABELS (DEC 1991)
252.222-7007	REPRESENTATION REGARDING COMBAT TRAFFICKING IN PERSONS (JAN 2015)
252.223-7001	
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 (DDEC 2012)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE US AND CANADA – SUBMISSION AFTER AWARD (DEC 2006)
252.225-7007	PROHIBITION ON ACQUISITION OF USML ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES
52.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2011) COMMERCIA DERIVATIVE MILITARY ARTICLE –SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2010)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
252.225-7013	DUTY-FREE ENTRY (JUN 2012)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) (Alternate I 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 ON ROLLER AND BALL BEARINGS (JUNE 2011)

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)

252.225-7038 RESTRICTION ON ACQUISITION OF AIR CURCUIT BREAKERS

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES DOD CONTRACTS (SEP 2004)

252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (NOV 2013)

252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)

252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2011)

252.227-7020 RIGHTS IN SPECIAL WORKS

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.)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT

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 (JUN 2013)

252.227-7039 PATENTS – REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.235-7000 INDEMNIFICATION UNDER 10 U.S.C. 2534 FIXED PRICE (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL OR SCIENTIFIC REPORT (NOV 2004)

252.241-7001 GOVERNMENT ACCESS (DEC 1991)

252.239-7017 NOTICE OF SUPPLY CHAIN RISK (OCT 2015)

252.239-7018 SUPPLY CHAIN RISK

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994) (In paragraph (a) (3); change October 31 to October 10.)
252.246-7001	WARRANTY OF DATA (DEC 1991)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUNE 2013)
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply)

**G.2 Additional DFARS Contract Clauses Applicable to PO's and Subcontracts 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 and Subcontracts 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).)

**G.4 Additional DFARS Contract Clauses Applicable to PO's and Subcontracts 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) (AUG 2013)
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).)