

**SUBCONTRACTOR'S CERTIFICATION AND AGREEMENT WITH DEFENSE**

**SECURITY COOPERATION AGENCY (DSCA)**

**(Must Be Used for Subcontracts under Foreign Military Funds (FMF) Contracts)**

<b>Subcontractor's Name:</b> _____
<b>Subcontractor's Address:</b> _____
<b>Subcontractor POC and Phone #:</b> _____
<b>Contractor: Nammo Talley, Inc.</b>
<b>Purchaser:</b> _____
<b>Purchase Order No.:</b> _____ <b>Dated:</b> _____
<b>Amendment Number:</b> _____ <b>Amendment Date:</b> _____
<b>Intent of Contract (items/services to be provided):</b> _____
_____

The Subcontractor named above, in entering into an agreement to sell defense articles, defense services, or design and construction services, hereby acknowledges that the sum to be claimed as due and owing under the Purchase Order or Invoice identified above (hereafter sometimes referred to as the "Purchase Agreement") is to be paid, in whole or in part, to the Contractor from U.S. Government (USG) funds made available to the foreign government under the provisions of the Arms Export Control Act, as amended. In consideration of the receipt of such sum, the Subcontractor certifies to and agrees with the U.S. Government, as represented by the Defense Security Cooperation Agency (DSCA), the following:

1. Agrees to permit an authorized representative of the Government of the United States access to and the right to examine, for a period of three years following the final payment to the Contractor, any of the Subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.

THE FOLLOWING SUBCONTRACTS WITH U.S. SUPPLIERS ARE EXEMPTED FROM THESE PROVISIONS:

- a. The order is equal to or less than \$100,000 in value.
- b. Those orders in implementation of a Purchase Agreement awarded to the contractor on a competitive lowest responsive bid or best bid/best value basis.
- c. Those orders for common hardware<sup>1</sup> and/or raw material<sup>2</sup>.
- d. Those orders for commercially available U.S. off-the-shelf items<sup>3</sup>.
- e. Those orders issued and effective prior to date of the Purchase Agreement identified above.

<sup>1</sup> Common hardware consists of commercially available, off-the-shelf items, that do not require custom production or specific manufacture.

<sup>2</sup> Raw materials are items that are in a natural state, not subject to manufacturing, refining, or finishing processes, and routinely stored without accountability or segregation based on origin.

<sup>3</sup> Commercially available off-the-shelf item means a commercial item sold in substantial quantities in the commercial marketplace and offered to the U.S. Government without modification and in the same form in which it is sold in the commercial marketplace (see 41 USC 431). It does not include bulk cargo such as agricultural products and petroleum products.

2. Agrees that it is the Subcontractor's responsibility on all subcontracts (except those exempted under paragraph 1) to obtain written compliance from its subcontractors to the certification signed by the Subcontractor. Multi-year contracts must also meet this flow-down requirement. This includes cumulative contract amounts with all aggregate orders, modifications, and amendments under the Purchase Agreement.

3. Acceptance and implementation of the subcontract constitutes a declaration and agreement by the principal executive officers of the subcontractor that no bribes, rebates, gifts, kickbacks, or gratuities to secure the purchase agreement or the subcontract, or for favorable treatment under such agreements or for any other purpose relating to the purchase agreement or the subcontract have been or will be directly or indirectly offered or given to, or have been or will be arranged with officers, or employees of the purchaser by the subcontractor, its employees, or agents.

4. Subcontractor certifies that the recipient(s) and amount(s) of any contingent fees, or similar compensation paid or to be paid in any way (to include payments to a bona fide employee or bona fide commercial or selling agency), whether in case or in kind, directly or indirectly related to the purchase agreement are full disclosed below.

RECIPIENT(S) OF COMMISSIONS, CONTINGENT FEES, OR COMPENSATION:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AGGREGATE AMOUNT PAID OR TO BE PAID: \_\_\_\_\_

AGGREGATE AMOUNT INCLUDED IN PURCHASE AGREEMENT: \_\_\_\_\_

RELATIONSHIP TO SUBCONTRACTOR: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

a. Certifies that the Purchase Agreement price does not include commissions, contingent fees, or similar compensation paid or promised to any person for purpose of soliciting or securing the Purchase Agreement, unless such payments have been identified and approved in writing by the purchaser prior to contract award for payment repayable FMF credit or with the Purchaser's national funds.

b. Certifies that any commissions, contingent fees, or similar compensation paid or promised by the Subcontractor to any person in relation to soliciting the Purchase Agreement were not in violation of U.S. law or regulations.

5. Subcontractor certifies that neither the Subcontractor nor any of its employees are suspended or debarred from conducting business with any agency of the U.S. Government and that export privileges are not suspended or revoked. Further agrees that no suspended or debarred firms will be used as a source of supplies or as a subcontractor for this Purchase Agreement.

6. Acceptance and implementation of this subcontract constitutes agreement by the Subcontractor to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury: (1) accounts wherever located in the name of such subcontractor or supplier, and (2) accounts located outside the United States in the name of the principal executive officers of such subcontractor or supplier (and any nominees) who have been personally and substantially involved in this subcontract under the Purchase Agreement.

For purposes of this paragraph, "consent to the disclosure" includes agreement to provide consent documents authorizing the disclosure of such information upon request.

I certify under penalty of perjury that the foregoing certifications are complete and accurate to the best of my knowledge based upon: (1) written representation made to me by identifiable individuals within this company and which representations will be maintained for six years after

receipt of the final payment made by the Contractor on this Purchase Agreement; or (2) that I have exercised personal due diligence to ascertain that all statements in this certification are true and correct.

VICE PRESIDENT (OR OTHER SENIOR OFFICIAL) HAVING SUPERVISORY RESPONSIBILITIES OVER THE MAKING OF THIS PURCHASE AGREEMENT

TREASURER, COMPTROLLER, OR OTHER SENIOR FISCAL OFFICIAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date