

(d) If the Contractor is from an SC/CASA state, the Contractor shall inform its government of its participation in this acquisition and that it generally will not have such opportunity in the future unless its government provides reciprocal procurement opportunities to U.S. products and services and suppliers of such products and services.

Alternate III (JUN 2011) As prescribed in 225.7503(b)(4), add the following definitions to paragraph (a); substitute the following paragraph (b) and the introductory text of paragraph (c) for paragraph (b) and the introductory text of paragraph (c) of the basic clause; and add the following paragraph (d):

South Caucasus/Central and South Asian (SC/CASA) state means Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan, or Uzbekistan.

SC/CASA state construction material means construction material that—

(i) Is wholly the growth, product, or manufacture of an SC/CASA state; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an SC/CASA state into a new and different construction material distinct from the material from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA, all Free Trade Agreements except NAFTA and the Bahrain Free Trade Agreement, and other waivers relating to acquisitions in support of operations in Afghanistan apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for SC/CASA state and designated country construction material other than Bahrainian or Mexican construction material.

(c) The Contractor shall use only domestic, SC/CASA state, or designated country construction material other than Bahrainian or Mexican construction material in performing this contract, except for—

(d) If the Contractor is from an SC/CASA state, the Contractor shall inform its Government of its participation in this acquisition and that it generally will not have such opportunity in the future unless its Government provides reciprocal procurement oppor-

tunities to U.S. products and services and suppliers of such products and services.

[70 FR 2365, Jan. 13, 2005, as amended at 70 FR 35548, June 21, 2005; 70 FR 73153, Dec. 9, 2005; 71 FR 9271, Feb. 23, 2006; 71 FR 34836, June 16, 2006; 71 FR 58543, Oct. 4, 2006; 72 FR 14243, Mar. 27, 2007; 73 FR 70913, Nov. 24, 2008; 74 FR 2424, Jan. 15, 2009; 74 FR 37651, July 29, 2009; 74 FR 61046, Nov. 23, 2009; 75 FR 66686, Oct. 29, 2010; 75 FR 81921, Dec. 29, 2010; 76 FR 32843, June 6, 2011; 76 FR 38053, June 29, 2011; 77 FR 4632, Jan. 30, 2012; 77 FR 30359, 30361, May 22, 2012; 77 FR 31537, May 29, 2012]

252.225-7046 Exports by approved community members in response to the solicitation.

As prescribed in 225.7902-5(a), use the following provision:

EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION (MAY 2012)

(a) *Definitions.* The definitions of *Approved Community, defense articles, export, Implementing Arrangement, qualifying defense articles, transfer, Treaty,* and *U.S. DoD Treaty-eligible requirements* in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles exempt from Treaty eligibility will be identified in those contract line items that are otherwise Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

[Enter Contract Line Item Number(s) or enter "None"]

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the Treaty for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the Treaty, the Implementing Arrangement, and the implementing regulations of the Department of State in 22 CFR 126.17 (United Kingdom), and 22 CFR 126 Supplement No. 1 (exempted technologies list) is

subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the Treaty, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall—

(1) Comply with the requirements and provisions of the Treaty, the Implementing Arrangement, and corresponding regulations (including the ITAR) of the U.S. Government and the government of the United Kingdom;

(2) Prior to the export or transfer of a qualifying defense article—

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the Treaty, the Implementing Arrangement, and corresponding United States Government and the government of the United Kingdom regulations including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the Treaty, the Implementing Arrangement, and corresponding United States Government and the government of the United Kingdom regulations, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the Treaty, Implementing Arrangement, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of the United Kingdom and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein; and

(3) Flow down the substance of this provision, including this paragraph (f)(3), to any subcontractor at any tier intending to use the Treaty in responding to this solicitation.

(g) *Representation.* The offeror shall check one of the following boxes and sign the representation:

The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

Name/Title of Duly Authorized Representative

Date

The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

Name/Title of Duly Authorized Representative

Date

(End of provision)

[77 FR 30364, May 22, 2012]

252.225-7047 Exports by approved community members in performance of the contract.

As prescribed in 225.7902-5(b), use the following clause:

EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (MAY 2012)

(a) *Definitions.* As used in this clause—

Approved Community means the U.S. Government, U.S. entities that are registered and eligible exporters, and certain government and industry facilities in the United Kingdom that are approved and listed by the U.S. Government.

Defense articles means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations (ITAR), as modified or amended.

Export means the initial movement of defense articles from the United States Community to the United Kingdom Community.

Implementing Arrangement means the Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation signed on February 14, 2008.

Qualifying defense articles means defense articles that are not exempt from the scope of the Treaty as defined in 22 CFR 126.17(g).

Transfer means the movement of previously exported defense articles within the Approved Community.

Treaty means the Treaty between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation signed at Washington and London on June 21 and 26, 2007.

United Kingdom Community member means a United Kingdom government authority or