

**252.225-7025 Restriction on acquisition of forgings.**

As prescribed in 225.7102-4, use the following clause:

RESTRICTION ON ACQUISITION OF FORGINGS  
(DEC 2009)

- (a) *Definitions.* As used in this clause—
  - (1) Component means any item supplied to the Government as part of an end product or of another component.
  - (2) Domestic manufacture means manufactured in the United States, its outlying areas, or Canada.
  - (3) *Forging items* means—

Items	Categories
Ship propulsion shafts .....	Excludes service and landing craft shafts.
Periscope tubes .....	All.
Ring forgings for bull gears ...	All greater than 120 inches in diameter.

- (b) End products and their components delivered under this contract shall contain forging items that are of domestic manufacture only.
- (c) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7102-3 of the Defense Federal Acquisition Regulation Supplement.
- (d) The Contractor shall retain records showing compliance with the restriction in paragraph (b) of this clause until 3 years after final payment and shall make the records available upon request of the Contracting Officer.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts for forging items or for other items that contain forging items.

(End of clause)

[68 FR 15639, Mar. 31, 2003, as amended at 70 FR 35548, June 21, 2005; 71 FR 39005, July 11, 2006; 74 FR 68384, Dec. 24, 2009]

**252.225-7026 Acquisition Restricted to Products or Services from Iraq or Afghanistan.**

As prescribed in 225.7703-5(c), use the following clause:

ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN (APR 2010)

- (a) *Definitions.* As used in this clause—
  - (1) *Product from Iraq or Afghanistan* means a product that is mined, produced, or manufactured in Iraq or Afghanistan.
  - (2) *Service from Iraq or Afghanistan* means a service (including construction) that is per-

formed in Iraq or Afghanistan predominantly by citizens or permanent resident aliens of Iraq or Afghanistan.

- (b) The Contractor shall provide only products from Iraq or Afghanistan or services from Iraq or Afghanistan under this contract.

(End of clause)

[73 FR 53155, Sept. 15, 2008, as amended at 75 FR 18039, Apr. 8, 2010]

**252.225-7027 Restriction on contingent fees for foreign military sales.**

As prescribed in 225.7307(a), use the following clause.

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

- (a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—
  - (1) A bona fide employee of the Contractor; or
  - (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.
- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
  - (1) For sales to the Government(s) of \_\_\_\_\_, contingent fees in any amount.
  - (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

[68 FR 15639, Mar. 31, 2003, as amended at 70 FR 73156, Dec. 9, 2005]

**252.225-7028 Exclusionary policies and practices of foreign governments.**

As prescribed in 225.7307(b), use the following clause:

EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

The Contractor and its subcontractors shall not take into account the exclusionary policies or practices of any foreign government in employing or assigning personnel, if—
 

- (a) The personnel will perform functions required by this contract, either in the United States or abroad; and