



Donaldson Company, Inc.

Contractor's Certification and Agreement with Defense Security Cooperation Agency (DSCA)

Subcontracts Under Orders Requiring a Contractor's Certification and Agreement With Defense Security Cooperation Agency (DSCA)

Text Required For Subcontracts/Orders

If Subcontractor or Supplier identifies non-U.S. content (item #4 below) or the existence of commissions, contingent fees etc (item #5) below, this Subcontract or Purchase Order may not be accepted and is null and void. Please contact Donaldson Company, Inc. for further information.

"Cert para" references shown below are from the U.S. Government Defense Security Cooperation Agency (DSCA), August 2009 Contractor's Certification and Agreement. Complete text, latest version, and Guidelines can be located at <http://www.dsca.mil/>

1. **FOREIGN MILITARY FUNDING NOTIFICATION:** Be advised that United States Government (USG) funds under the prime contract will be used to finance this subcontract and that acceptance of the subcontract or order will constitute acknowledgment of such notification of USG financing. [Cert para 8]
2. **ACCESS:** By acceptance of this subcontract, subcontractor agrees that authorized representatives of the U.S. Government shall have access to and the right to examine, for a period of three years following final payment to Donaldson Company, Inc., any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions directly related to the subcontract. [Cert para 6]

The following subcontracts with suppliers are exempt from this provision:

- a. Those orders equal to or less than \$100,000 in value.
 - b. The 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 and/or raw materials.
 - d. Those orders for commercially available U.S. off-the-shelf items.
 - e. Those order issued and effective prior to date of the prime contract Purchase Agreement.
3. **DECLARATION AND AGREEMENT** that acceptance and implementation of this 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, officials or employees of the Purchaser by the subcontractor, its employees or agents. [Cert para 10]
 4. **4. MANUFACTURE/ORIGIN:** Acceptance of this subcontract will also constitute certification that for the USG funded portion, all material or components to be provided under this subcontract, unless otherwise identified, are of U.S. manufacture and/ or origin. The subcontractor further certifies that should a non-U.S. source later be identified for use, this change must be declared to and approved by Donaldson Company, Inc. before use. [Cert para 12 and Guidelines 7B]

Subcontractor certifies that \$ _____ is the current total dollar value of non-U.S. content.

Of the amount listed above, \$ _____ is the current cumulative total dollar amount of host nation content. (For nation information, please contact Donaldson Subcontract Representative).

If a dollar value has been identified above as non-US Content, please check the box applicable below:

- Items are COTS; \$ _____ is the current total dollar value of COTS material that is non-US Content
- Items are not COTS

5. **COMMISSIONS, CONTINGENT FEES & COMPENSATION:** Subcontractor certifies that recipients and amounts of any commission, contingent fees, or similar compensation paid or to be paid in any way (to include bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to the Purchase Agreement or subcontract are fully disclosed below. This requirement does not apply to a purchase that is for an amount less than the simplified acquisition threshold (see FAR 2.101) or to a purchase of commercial items that are sold at catalog or published prices. [Cert para 14]

a. Recipient of commissions, contingent fees, or compensation:

Name and Address: _____

Aggregate Amount paid or to be paid: _____

Aggregate amount included in Subcontract: _____

Relationship to Subcontractor: _____

Nationality: _____

b. Certifies that the Subcontract price does not include commissions, contingent fees, or similar compensation paid or promised to any person for the purpose of soliciting or securing the Subcontract, unless such payments have been identified to and approved in writing by the Purchaser prior to contract award for payment with repayable FMF credit or with the Purchaser's national funds. [Cert para 14a]

c. Certifies that any commissions, contingent fees, or similar compensation paid or promised by the subcontractor to any person in relation to soliciting the subcontract were not in violation of U.S. law or regulations. [Cert para 14b]

6. **SUSPENDED & DEBARRED:** Suppliers and Subcontractors certify that none 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. [Cert para 22]

7. **CONSENT TO DISCLOSURE:** Other than those subcontracts excepted in paragraph 2 above, for the purposes of facilitating official U. S. Government inquiries to determine whether civil or criminal offenses may have been committed regarding the use, disbursement, or other disposition of funds made available under the U.S. Arms Export Control Act, to finance this Purchase Agreement or subcontract, Subcontractor agrees:

Acceptance and implementation of the 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:

- a. Accounts wherever located in the name of such subcontractor or supplier; and
- b. 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. [Cert para 25b]