

# NIGHTWING

## Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts<sup>1</sup>

### 1. Definitions

- 1.1. "Clause(s)" means the contractual clauses set forth in the Government Acquisition Regulation(s).
- 1.2. "Computer Software" means computer software as defined in DFARS 252.227-7013(a)(3), or for Prime Contracts with NASA, as defined in FAR 52.227-14(a) or such other relevant Government Acquisition Regulation as may be incorporated in any Order.
- 1.3. "DFARS" means the Department of Defense Federal Acquisition Regulation Supplement.
- 1.4. "FAR" means the Federal Acquisition Regulation.
- 1.5. "Government Acquisition Regulation(s)" means the FAR, DFARS, and NASA FAR Supplement regulations.
- 1.6. "Intellectual Property" as used in this Section, means the definition set forth in the Order, as well as Subject Invention, Technical Data, and Computer Software.
- 1.7. "Invention" means the invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA, as defined in FAR 52.227-11(a).
- 1.8. "NASA" means the National Aeronautics and Space Administration.
- 1.9. "Practice" means to make, use, sell, offer for sale, import, and export Goods that embody the Subject Invention.
- 1.10. "Prime Contract" means a contract awarded by the U.S. Government.
- 1.11. "Subject Invention" means subject invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA, as defined in FAR 52.227-11(a).
- 1.12. "Technical Data" means technical data as defined in DFARS 252.227-7013(a)(15), or for Prime Contracts with NASA, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in the Order.
- 1.13. "Unlimited Rights" means unlimited rights as defined in DFARS 252.227-7013(a)(16), -7014(a)(16) and -7018(a)(21), or for Prime Contracts with NASA, as

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<sup>1</sup> Also review the latest version of the Flowdown Updates document for additional FAR and DFARS clauses to be flowed to Supplier. The Flowdown Updates document is available upon request.

defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in the Order.

- 1.14. "Use" means the right to use, modify, reproduce, perform, display, release, disclose, compile, integrate, embed, and make derivative works of any Technical Data and Computer Software.

## **2. General**

- 2.1. If an Order is placed at any tier under a Prime Contract, additional U.S. Government (hereinafter, "Government") Clauses shall apply as set forth herein. In the event of a conflict between a provision in this document and the Terms and Conditions of the Order, this document, including the Clauses contained herein, shall control to the extent permitted by law. For the avoidance of doubt, any dispute, action, or claim relating to or arising out of a Prime Contract, and to which the Government is a party, shall be exclusively governed by the federal laws of the United States. Nothing in the Order shall serve to grant Supplier a direct claim or cause of action against the Government. Terms not defined herein shall have the meaning ascribed to them in the Terms and Conditions of the Order.
- 2.2. While Buyer has made every effort to include every potentially applicable Clause in this document, Clauses, the inclusion of which in a subcontract to a Prime Contract is mandatory under Government Acquisition Regulations, shall be considered to be included by operation of law, even if it has been omitted from this document and the Order.
- 2.3. Supplier shall incorporate into each lower-tier subcontract placed in support of the Order all applicable Clauses in accordance with the flowdown requirements specified in each such Clause.
- 2.4. Supplier shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Supplier's subcontractors' failure to comply with the applicable Clauses.
- 2.5. Notwithstanding any other provisions in this document, Supplier shall comply with, and shall support Buyer's compliance with, any applicable Government Acquisition Regulations and policies.

## **3. Price Reduction for Defective Cost or Pricing Data**

The following provisions shall apply to all Orders for which Supplier is required to submit cost or pricing data pursuant to the Truthful Cost or Pricing Data Act ("the Act"):

- 3.1. Supplier agrees to furnish cost and pricing data certified as to currency, accuracy, and completeness every 3 years, or as frequently as required by Buyer's

Customer. To the extent the prices for the Goods and Services are at any time not supported by Supplier's cost or pricing data, Supplier agrees to negotiate fair and reasonable prices for the Goods and Services and to incorporate such prices in the Order. In no event shall any renegotiated unit price for any of the Goods and Services exceed the unit price incorporated in the Order for such Goods and Services.

- 3.2. Supplier shall reimburse Buyer for any loss or damage in the event that Buyer's Customer makes a determination pursuant to the Clause(s) in, or required to be in, the Prime Contract related to the Act or its implementing regulations because Supplier or a subcontractor of Supplier: (i) failed to furnish cost or pricing data, including any requested data, that is required under the Act or its implementing regulations; or (ii) furnished cost or pricing data that was not complete, accurate, and current as certified, or as required to be certified, in the Supplier's or its subcontractor's certificate of current cost or pricing data. A "determination" by Buyer's Customer means a final decision of a Government contracting officer ("Contracting Officer") or the withholding of money, reduction in any cost, price, or fee from Buyer by Buyer's Customer based on an alleged failure of Supplier or its subcontractors to comply with the Act. The sums paid or payable to Supplier under the Order may be reduced or setoff in the amount by which the sums received or receivable by Buyer from Buyer's Customer (including, but not limited to, the allocable share of Buyer's indirect costs and profit or fee) are reduced based upon such determination.
- 3.3. If an appealable decision is made by a Contracting Officer relating to cost or pricing data required to be submitted, or actually submitted, by Supplier or a subcontractor of Supplier, such decision shall be conclusive upon Supplier, unless Buyer, in its sole discretion, gives Supplier the opportunity to appeal such decision in the name of Buyer. Any such appeal brought by Supplier in the name of Buyer shall be at the sole expense and responsibility of Supplier. If Supplier is given the opportunity to so appeal and elects to do so, Supplier shall, upon Buyer's written request, provide to Buyer advance copies of papers to be filed in such appeal and such other information, consultation, and opportunity to participate in the appeal as Buyer may reasonably request. Supplier shall be conclusively bound by any decision of any Board of Contract Appeals or Federal Court.

#### **4. Inspection of Books and Records**

Supplier hereby grants to Buyer or any authorized representatives of the Government the right to:

- 4.1. at all reasonable times, inspect and audit Supplier's books, records and facilities, or such parts of its facilities as may be engaged in the performance of the Order;
- 4.2. examine Supplier's books, records, and data to the extent necessary to permit the adequate evaluation of cost and pricing data used to arrive at the price quoted in the Order (including without limitation claims/proposals submitted pursuant to the Sections of the Terms and Conditions of the Order entitled "Changes" and "Termination for Convenience"); and

- 4.3. conduct audits of Supplier's premises, records, data and documentation pertaining to: quality, inspection and testing of Goods; security and data protection procedures; ethical practices; and, any other requirement or obligation, under the Order.

## **5. Orders Involving Government Property**

- 5.1. Title to facilities, special test equipment, and special tooling acquired, fabricated, or procured by Supplier for Buyer under the Order shall pass to and vest in the Government or Buyer (depending on the line item under which it is acquired) when its use in performing the Order commences or when Buyer has paid for it, whichever is earlier, whether or not title previously vested in the Government or Buyer. The Government shall retain title to government-furnished property.
- 5.2. If the Order contains a provision directing Supplier to purchase material from a vendor for which Buyer will reimburse Supplier as a direct item of cost under the Order, title to material purchased from the vendor shall pass to and vest in the Government or Buyer upon the vendor's delivery of such material to Supplier, and title to all other material shall pass to and vest in the Government or Buyer upon: (i) issuance of the material for use in Order performance; (ii) commencement of processing of the material or its use in Order performance; or (iii) reimbursement of the cost of the material by Buyer, whichever occurs first.
- 5.3. Supplier shall establish and maintain a system acceptable to the Buyer and the Government and in compliance with FAR 52.245-1 and DFARS Part 245 to control, protect, preserve, repair, and maintain Government Property (as such term is defined therein). Government Property shall be used only for performing the Order, unless otherwise provided in the Order or approved by the Government.

## **6. Supplier Changes to Specifications; Government Inspection**

Supplier changes to Specifications require Buyer's prior written approval regardless of whether the Goods are manufactured pursuant to Supplier's Specifications or to Buyer or Buyer's Customer furnished Specifications. When the Order requires a Government inspection at Supplier's facility, such Government inspection shall be performed prior to shipment from Supplier's facility. Upon receipt of the Order, Supplier shall promptly notify and furnish a copy of the Order to the Government representative normally servicing Supplier's facility so that the Government inspection can be appropriately planned. If a Government representative does not service Supplier's facility, Supplier shall contact the nearest Defense Contract Management Agency ("DCMA") office to plan the inspection. If Supplier cannot locate the DCMA office, Supplier shall notify Buyer immediately.

## **7. Intellectual Property Under U.S. Government Contracts**

- 7.1. Technical Data and Computer Software Ownership and License Rights.
  - 7.1.1. Supplier acknowledges and agrees that the rights in Technical Data and Computer Software to be granted to the Government will be determined in accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software, and Goods to be performed under the Order and the assertions of restrictions on use, release, or disclosure of Supplier's Intellectual Property that are provided to Buyer for delivery to the Government. Supplier grants licenses to the Government as required to be granted in DFARS 252.227-7013, 7014, 7015, 7016 and 7018, or for Prime Contracts with NASA in FAR 52.227-14, for Technical Data and Computer Software acquired, created, or delivered to Buyer in the performance of the Order.
  - 7.1.2. For Technical Data and Computer Software in which the Government has Unlimited Rights, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide license, with the right to grant sublicenses, to Use, including the right to make or have made, such Supplier's Technical Data and Computer Software for any purpose whatsoever, and to have or authorize others to do so.
  - 7.1.3. Except as provided above, Supplier hereby grants to Buyer an irrevocable, nonexclusive, paid-up, worldwide, license to sell and Use Supplier's Technical Data and Computer Software acquired, created, or delivered in the performance of the Order (i) to fulfill Buyer's obligations under the prime contract; (ii) to disclose to third parties for obtaining government approvals, including airworthiness; and (iii) to satisfy other contract requirements for the same or similar Goods.
  - 7.1.4. Supplier shall deliver to Buyer all Technical Data and Computer Software needed to fulfill Supplier's obligations in the performance of the Order by the Delivery Date. At Buyer's request, Supplier shall deliver to Buyer all Technical Data and Computer Software acquired or created by Supplier in the performance of the Order, whether or not delivery was required and without additional cost to Buyer.
- 7.2. Patent Ownership and License Rights
  - 7.2.1. For any Subject Invention, Supplier hereby grants the Government a nonexclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice or have Practiced the Subject Invention for or on behalf of the U.S. Government. For NASA Prime Contracts, if required by such Prime Contract, Supplier agrees to assign the Subject Invention to the Government.
  - 7.2.2. For any Subject Invention in which the Supplier retains ownership, Supplier hereby grants Buyer a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice and have Practiced the Subject Invention to the extent necessary to fulfill Buyer's obligations under the Prime Contract, as well as for any other purpose.

7.2.3. Supplier acknowledges the Government invention reporting requirements under the applicable Government Acquisition Regulations and hereby agrees to report all Subject Inventions directly to the Government in accordance with these Sections. Supplier shall submit to Buyer a copy of the Government invention reporting letter, without including detailed invention disclosure information.

### 7.3. General Intellectual Property

- 7.3.1. Supplier represents and warrants that Supplier has sufficient rights in all Intellectual Property that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order. If, in the performance of the Order, Supplier incorporates third party Intellectual Property into the Goods, Supplier shall obtain for the Government and the Buyer license rights equivalent to those granted by Supplier herein.
- 7.3.2. Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.
- 7.3.3. If the Supplier does not receive Government funding to acquire or create Intellectual Property under the Order, the Section of the Terms and Conditions of the Order entitled "Intellectual Property Rights" shall apply to rights in such Intellectual Property in lieu of this Section.

### 7.4. Data Assertions and Markings

- 7.4.1. Supplier shall properly identify and assert the Supplier's rights in Technical Data and Computer Software delivered to the Government with other than Unlimited Rights in conformance with the applicable Government Acquisition Regulations. For assertions made subsequent to the effective date of the Order, the Supplier shall describe why the assertion is an inadvertent omission or new information before the Buyer will submit such assertions to the Government. Supplier shall properly mark all Technical Data and Computer Software that Supplier delivers to the Buyer in connection with the Order. Supplier represents and warrants that it has written procedures and maintains records sufficient to justify the validity of all restrictive markings.
- 7.4.2. If the Supplier's assertions do not comply with the applicable Government Acquisition Regulations, the Government rejects the Supplier's assertions, or the Supplier does not correctly mark Technical Data or Computer Software, the Buyer assumes no responsibility or liability for any loss of rights by the Supplier. Supplier is responsible for ensuring that markings and assertions are consistent. If the markings and the assertions are inconsistent, Buyer may submit such inconsistently marked Technical Data or Computer Software to the Government and the Supplier assumes the risk of loss of rights. In the event the Government rejects the Supplier assertions, Supplier agrees to work diligently with the Buyer to immediately

correct such rejections such that there is no negative impact to Buyer's delivery obligations under the Prime Contract.

#### 7.5. Patent Indemnification

- 7.5.1. To the extent that the Prime Contract includes the Authorization and Consent provision under FAR 52.227-1, the Government shall authorize and consent to the Supplier's use and manufacture of any invention described in a United States patent in accordance with the Prime Contract. If the Government has assumed liability for U.S. patent infringement under the Prime Contract, Supplier is relieved of its obligations for such U.S. patent infringement under the Section of the Terms and Conditions of the Order entitled "Intellectual Property Indemnification", but only to the extent such liability is indemnified by the Government.
- 7.5.2. If the Prime Contract includes the Patent Indemnification provision under FAR 52.227-3, and if the Buyer's liability to the Government is for the infringement of a U.S. patent related to the Goods, the Supplier shall indemnify the Buyer under the same provision provided for in FAR 52.227-3 which is incorporated herein by reference, except that the terms "Contractor", "Government", "contract" and "Contracting Officer" shall be replaced by "Supplier", "Buyer", "Order" and "Buyer" respectively.

#### 8. Equal Opportunity

**For covered Orders, Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), -1.4(b), -300.5(a), and -741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. These regulations also prohibit covered prime contractors and subcontractors from discharging or in any other manner discriminating against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant, except as otherwise set forth in CFR § 601.4(a)(3).**

**Supplier shall abide by the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A.**

#### 9. Clauses Incorporated by Reference in the Order

- 9.1. The Clauses listed below are incorporated by reference in the Order, with the same force and effect as if they were given full text and notwithstanding the requirements of FAR 52.102. The effective version of each Clause shall be the same version as that which appears in the Prime Contract or higher-tier subcontract under which the Order is issued. In the event of a conflict between the Clauses in this document and the Clauses set forth in the Order, these Clauses shall control. In the event of a conflict with, or addition to, a Clause in effect on the Order date and a Clause of the Prime Contract, the Prime Contract Clause shall control. If, based on their content, any of the Clauses do not apply to the Order, such Clauses are considered self-deleting. The full text of these Clauses can be accessed on the Internet at <https://www.acquisition.gov/content/regulations>.
- 9.2. The Clauses listed in this document may require the submission of certifications and representations. When requested by Buyer, Supplier shall furnish any certification or representation that Buyer determines is necessary for compliance with such requirements.
- 9.3. Whenever necessary to make the context of the Clauses applicable to the Order, the term "Contractor" shall mean Supplier, the term "Contract" shall mean the Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (a) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (b) in the patent Clauses incorporated herein, (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to Proprietary Information is required, except as specifically otherwise provided herein, and (f) where specifically modified herein.
- 9.4. The Clauses listed below under the heading, "Commercial Products and Commercial Services Acquisitions," are applicable when the Supplier is furnishing Goods or Services that qualify as a "commercial product" or "commercial service" under FAR 2.101. Upon request, Supplier shall provide relevant documentation to support Supplier's assertion that its Goods or Services satisfy the definition of a "commercial product" or "commercial service" under FAR 2.101. Further, Suppliers of commercial products and commercial services agree to all additional clauses in Buyer's higher-tier contract necessary for Buyer to satisfy its contractual obligations as they relate to the Order.
- 9.5. By accepting an Order issued, Supplier hereby certifies that its last "Annual Offeror Registration Data, Representations and Certifications" CR-003 submitted to Buyer is current, accurate and complete as of the date of the Order.
- 9.6. To the extent an Order includes a Defense Priorities and Allocation System ("DPAS") rating (a "DPAS Rated Order"), Supplier shall follow all the provisions of 15 CFR 700 Et Seq. (the "DPAS Regulation"). All DPAS Rated Orders must be accepted or rejected in writing (hardcopy or electronic format) as follows: (i) "DO" DPAS Rated Orders must be accepted or rejected within 15 working days after Order receipt by Supplier; (ii) "DX" DPAS Rated Orders must be accepted or

rejected within 10 working days after Order receipt by Supplier; and (iii) rejections must specify the reason for the rejection. If, after acceptance of the Order, Supplier subsequently finds that shipment or performance will be delayed, Supplier must notify Buyer immediately in writing (hardcopy or electronic format), provide reasons for the delay, and advise of a new shipment or performance date. For Orders that include both DPAS Rated Order quantities and unrated Order quantities, Supplier is only required to follow the DPAS Regulation as it pertains to rejections of the DPAS Rated Order quantities.

9.7. By acknowledging the Order, Supplier hereby certifies that it and/or any of its principals, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency.

### **Commercial Products and Commercial Services Acquisitions:**

For Orders placed in support of and charged to a Prime Contract or higher-tier subcontract for an item meeting the FAR definition of a commercial product or commercial service, the following Clauses shall apply in addition to any Clauses set forth in the Order.

#### **A. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO ORDERS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES UNDER ALL GOVERNMENT CONTRACTS:**

<b>52.203-13</b>	“Contractor Code of Business Ethics and Conduct” (Applicable to Orders (i) that have a value more than \$6,000,000 or the dollar threshold in effect as of the date of the Prime Contract; and (ii) that have a performance period of more than 120 days.) (In paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in paragraph (b)(3)(ii) the meaning of “Government” does not change, and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency”, “agency OIG”, and “Contracting Officer” do not change.)
<b>52.203-15</b>	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Applicable to subcontracts funded under the Recovery Act)
<b>52.203-17</b>	“Contractor Employee Whistleblower Rights” (Excluding contracts with the DoD, NASA, the Coast Guard, or applicable elements of the intelligence community (see 3.900(a)))
<b>52.203-19</b>	“Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements”
<b>52.204-21</b>	“Basic Safeguarding of Covered Contractor Information Systems”
<b>52.204-23</b>	“Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities”
<b>52.204-25</b>	“Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” (Excluding paragraph (b)(2).)

<b>52.204-27</b>	“Prohibition on a ByteDance Covered Application”
<b>52.204-30</b>	“Federal Acquisition Supply Chain Security Act Orders – Prohibition” (Excluding paragraph (c)(1).)
<b>52.219-8</b>	“Utilization of Small Business Concerns” (Deviation 2023-O0002, Revision 1) (Applicable to Orders that offer further subcontracting opportunities.)
<b>52.222-21</b>	“Prohibition of Segregated Facilities” (Applicable if FAR 52.222-26 is applicable.)
<b>52.222-26</b>	“Equal Opportunity” (Applicable to Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
<b>52.222-35</b>	“Equal Opportunity for Veterans” (Applicable to Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the Prime Contract.)
<b>52.222-36</b>	“Affirmative Action for Workers with Disabilities” (Applicable to Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the Prime Contract.)
<b>52.222-37</b>	“Employment Reports on Veterans” (Applicable to Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the Prime Contract.)
<b>52.222-40</b>	“Notification of Employee Rights Under the National Labor Relations Act” (Applicable to Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the Prime Contract.)
<b>52.222-41</b>	“Service Contract Labor Standards” (Applicable to Orders that are subject to the Service Contract Labor Standards statute.)
<b>52.222-50</b>	“Combating Trafficking in Persons”
<b>52.222-51</b>	“Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements”
<b>52.222-54</b>	“Employment Eligibility Verification”
<b>52.222-55</b>	“Minimum Wages for Contractor Workers Under Executive Order 14026”
<b>52.222-62</b>	“Paid Sick Leave Under Executive Order 13706”
<b>52.224-3</b>	“Privacy Training”
<b>52.225-19</b>	“Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the U.S.”
<b>52.225-26</b>	“Contractors Performing Private Security Functions Outside the United States”
<b>52.229-13</b>	“Taxes – Foreign Contracts in Afghanistan” (Applicable to Orders with performance in Afghanistan awarded by or on behalf of U.S. Forces, unless 52.229-14 is used)
<b>52.229-14</b>	“Taxes – Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)” (Applicable to Orders with performance in Afghanistan awarded on behalf of or in support of the North Atlantic Treaty Organization (NATO), which are governed by the NATO Status of Forces Agreement (SOFA))
<b>52.232-40</b>	“Providing Accelerated Payments to Small Business Subcontractors”

<b>52.247-64</b>	"Preference for Privately Owned U.S.-Flag Commercial Vessels"
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**B. THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO ORDERS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES UNDER DoD CONTRACTS:**

<b>252.203-7002</b>	"Requirement to Inform Employees of Whistleblower Rights"
<b>252.204-7012</b>	"Safeguarding of Unclassified Controlled Technical Information" (Applicable to Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-O0001) (Applicable to Orders under DoD contracts awarded after October 7, 2015 and before December 30, 2015.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (INTERIM RULE 12/30/2015) (Applicable to Orders under DoD contracts awarded after December 29, 2015 and before October 21, 2016 for operationally critical support, or for which Order performance will involve a covered contractor information system.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Orders under DoD contracts awarded after October 20, 2016 and before December 31, 2019 for operationally critical support, or for which Order performance will involve covered defense information.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEC 2019) (Applicable to Orders under DoD contracts awarded after December 30, 2019 for operationally critical support, or for which Order performance will involve covered defense information.)
<b>252.204-7015</b>	"Notice of Authorized Disclosure of Information for Litigation Support"
<b>252.204-7018</b>	"Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services"
<b>252.204-7020</b>	"NIST SP 800-171 DoD Assessment Requirements" (Excluding Orders that are solely for the acquisition of COTS items.) (Effective beginning November 30, 2020)
<b>252.211-7003</b>	"Item Unique Identification and Valuation" (Supplier's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Supplier's deliverables at its facilities and to appropriate property records.)
<b>252.215-7010</b>	"Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data"

<b>252.223-7008</b>	“Prohibition of Hexavalent Chromium”
<b>252.223-7009</b>	“Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations”
<b>252.225-7008</b>	“Restriction on Acquisition of Specialty Metals” (Applicable to Orders that exceed the simplified acquisition threshold and require the delivery of specialty metals as end items)
<b>252.225-7009</b>	“Restriction on Acquisition of Certain Articles Containing Specialty Metals” (excluding paragraphs (d) and (e)(1)). (Applicable to Orders that exceed the simplified acquisition threshold and require delivery of the following items, or components thereof, containing specialty metal: aircraft, missile or space systems, ships, tank or automotive items, weapon systems, and ammunition)
<b>252.225-7040</b>	“Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States”
<b>252.225-7048</b>	“Export-Controlled Items”
<b>252.225-7052</b>	“Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten”. (Applicable to Orders that exceed the simplified acquisition threshold)
<b>252.225-7056</b>	“Prohibition Regarding Business Operations with the Maduro Regime”
<b>252.225-7060</b>	“Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region” (Applicable to Orders for products utilizing funds made available to DoD.)
<b>252.225-7972</b>	“Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems” (DEVIATION 2020-O0015) (Applicable to all Orders, unless (a) the acquisition is for counter-unmanned aircraft system surrogate testing and training, or for intelligence, electronic warfare, and information warfare operations, testing, analysis, and training; or (b) a waiver has been granted by the Secretary of Defense.)
<b>252.227-7013</b>	“Rights in Technical Data - Other Than Commercial Products or Commercial Services”
<b>252.227-7015</b>	“Technical Data – Commercial Products and Commercial Services”
<b>252.227-7037</b>	“Validation of Restrictive Markings on Technical Data”
<b>252.228-7001</b>	“Ground and Flight Risk” (excluding paragraph (f)) (Not applicable to Orders with Federal Aviation Administration (“FAA”) part 145 repair stations performing work pursuant to their FAA license.)
<b>252.239-7010</b>	“Cloud Computing Services”
<b>252.244-7000</b>	“Subcontracts for Commercial Products or Commercial Services”
<b>252.246-7003</b>	“Notification of Potential Safety Issues” (Applicable to Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)

<b>252.246-7007</b>	“Contractor Counterfeit Electronic Part Detection and Avoidance System” (Only Subsection (a) through (e) of the clause are applicable to Orders.)
<b>252.246-7008</b>	“Sources of Electronic Parts”
<b>252.247-7023</b>	“Transportation of Supplies by Sea”

### **Federal Agency Acquisitions:**

When Goods or Services that do not meet the FAR definition of a commercial product or a commercial service are for use in connection with a Prime Contract or higher-tier subcontract, in addition to any Clauses set forth in the Order, the following FAR Clauses shall apply, as required by the terms of the Prime Contract or by operation of law or regulation, unless made inapplicable by a corresponding note in this Section.

#### **A. APPLICABLE TO ALL ORDERS WITHOUT REGARD TO DOLLAR VALUE:**

<b>52.202-1</b>	“Definitions”
<b>52.203-3</b>	“Gratuities”
<b>52.203-5</b>	“Covenant Against Contingent Fees”
<b>52.203-8</b>	“Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity”
<b>52.203-10</b>	“Price or Fee Adjustment for Illegal or Improper Activity”
<b>52.203-17</b>	“Contractor Employee Whistleblower Rights” (Excluding contracts with the DoD, NASA, the Coast Guard, or applicable elements of the intelligence community (see 3.900(a)))”
<b>52.203-19</b>	“Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements”
<b>52.204-9</b>	“Personal Identity Verification of Contractor Personnel”
<b>52.204-21</b>	“Basic Safeguarding of Covered Contractor Information Systems”
<b>52.204-23</b>	“Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities”
<b>52.204-25</b>	“Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” (Excluding paragraph (b)(2).)
<b>52.204-27</b>	“Prohibition on a ByteDance Covered Application”
<b>52.204-30</b>	“Federal Acquisition Supply Chain Security Act Orders – Prohibition” (Excluding paragraph (c)(1).)
<b>52.207-4</b>	“Economic Purchase Quantity-Supplies”
<b>52.211-5</b>	“Material Requirements”
<b>52.215-20</b>	“Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data”
<b>52.215-21</b>	“Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data-Modifications”
<b>52.215-23</b>	“Limitations on Pass-Through Charges”

<b>52.219-8</b>	“Utilization of Small Business Concerns” (Deviation 2023-O0002, Revision 1) (Applicable to Orders that offer further subcontracting opportunities.)
<b>52.222-1</b>	“Notice to the Government of Labor Disputes”
<b>52.222-4</b>	“Contract Work Hours and Safety Standards – Overtime Compensation”
<b>52.222-21</b>	“Prohibition of Segregated Facilities” (Applicable if FAR 52.222-26 is applicable.)
<b>52.222-26</b>	“Equal Opportunity”
<b>52.222-50</b>	“Combating Trafficking in Persons”
<b>52.222-54</b>	“Employment Eligibility Verification”
<b>52.222-55</b>	“Minimum Wages for Contractor Workers Under Executive Order 14026”
<b>52.222-62</b>	“Paid Sick Leave Under Executive Order 13706”
<b>52.223-7</b>	“Notice of Radioactive Materials” (Supplier shall notify Buyer if any goods under this Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Order.)
<b>52.223-11</b>	“Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons”
<b>52.224-3</b>	“Privacy Training”
<b>52.225-1</b>	“Buy American-Supplies”
<b>52.225-3</b>	“Buy American-Free Trade Agreements-Israeli Trade Act”
<b>52.225-5</b>	“Trade Agreements”
<b>52.225-8</b>	“Duty-Free Entry” (Applies in accordance with paragraph (j) of the clause (in paragraph (c)(1), change “20 calendar days” to “30 calendar days” and in paragraph (c)(2), change “10 calendar days” to “20 calendar days”))
<b>52.225-13</b>	“Restrictions on Certain Foreign Purchases”
<b>52.225-26</b>	“Contractors Performing Private Security Functions Outside the United States”
<b>52.227-3</b>	“Patent Indemnity”
<b>52.227-9</b>	“Refund of Royalties”
<b>52.227-10</b>	“Filing of Patent Applications-Classified Subject Matter”
<b>52.227-11</b>	“Patent Rights – Ownership by the Contractor”
<b>52.227-14</b>	“Rights in Data – General”
<b>52.228-3</b>	“Workers’ Compensation Insurance (Defense Base Act)”
<b>52.228-4</b>	“Workers’ Compensation and War-Hazard Insurance Overseas”
<b>52.228-5</b>	“Insurance-Work on a Government Installation”
<b>52.229-3</b>	“Federal, State and Local Taxes”
<b>52.229-6</b>	“Taxes - Foreign Fixed-Price Contracts”
<b>52.229-10</b>	“State of New Mexico Gross Receipts and Compensating Tax”
<b>52.232-17</b>	“Interest”
<b>52.232-40</b>	“Providing Accelerated Payments to Small Business Subcontractors”
<b>52.234-1</b>	“Industrial Resources Developed Under Defense Production Act Title III”

<b>52.236-13</b>	“Accident Prevention”
<b>52.237-2</b>	“Protection of Government Buildings, Equipment and Vegetation”
<b>52.242-15</b>	“Stop-Work Order”
<b>52.243-6</b>	“Change Order Accounting” (Applicable to Orders for supply and research and development contracts of significant technical complexity.)
<b>52.244-5</b>	“Competition in Subcontracting”
<b>52.244-6</b>	“Subcontracts for Commercial Products and Commercial Services”
<b>52.246-1</b>	“Contractor Inspection Requirements”
<b>52.246-2</b>	“Inspection of Supplies - Fixed Price” (Applicable to all fixed-price Orders for supplies, or services that involve the furnishing of supplies.)
<b>52.246-16</b>	“Responsibility for Supplies”
<b>52.247-63</b>	“Preference for U.S.-Flag Air Carriers”
<b>52.247-64</b>	“Preference for Privately Owned U.S.-Flag Commercial Vessels”
<b>52.248-1</b>	“Value Engineering”
<b>52.249-2</b>	“Termination for Convenience of the Government” (Fixed-Price) – (The usual substitution of the parties in which “Government” means “Buyer”, “Contracting Officer” means “Buyer’s Purchasing Representative”, and “Contractor” means “Seller” is applicable to this clause except that any express obligation to transfer or assign title to property shall be modified such that “Government” means “Government or Buyer”.) (In paragraph (d) the term “45 days” is changed to “90 days.” The term “one-year” in paragraph (e) is changed to “six months.” The term “90 days” in paragraph (l) is changed to “forty-five days.”) (This clause applies in lieu of the Termination for Convenience clause in the Terms and Conditions of the Order in the event the prime contract is terminated.)
<b>52.249-6</b>	“Termination (Cost-Reimbursement)”
<b>52.249-8</b>	“Default (Fixed-Price Supply and Service)”

**B. ORDERS OVER THE MICRO-PURCHASE THRESHOLD (AS DEFINED AT FAR 2.101 IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.222-3</b>	“Convict Labor”
<b>52.223-18</b>	“Encouraging Contractor Policies to Ban Text Messaging while Driving”
<b>52.222-19</b>	Child Labor-Cooperation with Authorities and Remedies

**C. ORDERS OVER \$10,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.222-27</b>	“Affirmative Action Compliance Requirements for Construction”
<b>52.222-40</b>	“Notification of Employee Rights Under the National Labor Relations Act”

**D. ORDERS OVER \$15,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.222-20</b>	“Contracts for Materials, Supplies, Articles and Equipment” (Walsh-Healey Public Contracts Act)
<b>52.222-36</b>	“Equal Opportunity for Workers with Disabilities”

**E. ORDERS OF \$30,000 OR MORE (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.204-10</b>	“Reporting Executive Compensation and First-Tier Subcontract Awards” (Applicable to Orders when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Supplier shall report to Buyer the information required under the clause.)
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**F. ORDERS OVER \$35,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.209-6</b>	“Protecting the Government’s Interest when Subcontracting with Contractors Debarred Suspended or Proposed for Debarment”
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**G. ORDERS OF \$150,000 OR MORE (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.222-35</b>	“Equal Opportunity for Veterans”
<b>52.222-37</b>	“Employment Reports on Veterans”

**H. ORDERS OVER \$150,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.203-7</b>	“Anti-Kickback Procedures”
<b>52.203-11</b>	“Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions”
<b>52.203-12</b>	“Limitation on Payments to Influence Certain Federal Transactions”

**I. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101 IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.203-6</b>	“Restrictions on Subcontractor Sales to the Government”
<b>52.215-2</b>	“Audit and Records – Negotiation”
<b>52.215-14</b>	“Integrity of Unit Prices”
<b>52.227-1</b>	“Authorization and Consent and Alternate I” (Include Alternate 1 if it is included in the prime contract.)
<b>52.227-2</b>	“Notice and Assistance Regarding Patent and Copyright Infringement”

**J. ORDERS OVER \$750,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE ORDER/SUBCONTRACT AWARD) ALSO INCLUDE:**

<b>52.219-9</b>	“Small Business Subcontracting Plan” (Applicable to Orders with further subcontracting opportunities, excluding Suppliers that are small business concerns.)
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**K. COST OR PRICING DATA REQUIRED UNLESS OTHERWISE EXEMPT (SEE FAR 15.408), ORDERS ALSO INCLUDE:**

<b>52.214-26</b>	“Audit and Records-Sealed Bidding”
<b>52.214-27</b>	“Price Reduction for Defective Cost or Pricing Data – Modifications - Sealed Bidding” (DEVIATION 2022-O0001, Revision 1) (OCT 2021) (Applicable when incorporated into the Prime Contract.)
<b>52.214-28</b>	“Subcontractor Cost or Pricing Data - Modifications Sealed Bidding” (DEVIATION 2022-O0001, Revision 1) (OCT 2021) (Applicable when incorporated into the Prime Contract.)
<b>52.215-10</b>	“Price Reduction for Defective Certified Cost or Pricing Data”
<b>52.215-11</b>	“Price Reduction for Defective Certified Cost or Pricing Data – Modifications” (DEVIATION 2022-O0001, Revision 1) (OCT 2021) (Applicable when incorporated into the Prime Contract.)
<b>52.215-12</b>	“Subcontractor Certified Cost or Pricing Data” “Subcontractor Certified Cost or Pricing Data” (DEVIATION 2022-O0001, Revision 1) (OCT 2021) (Applicable when incorporated into the Prime Contract.)
<b>52.215-13</b>	“Subcontractor Certified Cost or Pricing Data – Modifications” (DEVIATION 2022-O0001, Revision 1) (OCT 2021) (Applicable when incorporated into the Prime Contract.)
<b>52.215-15</b>	“Pension Adjustments and Asset Reversions”
<b>52.215-18</b>	“Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions”
<b>52.215-19</b>	“Notification of Ownership Changes”

**L. ORDERS OVER \$6,000,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>52.203-14</b>	“Display of Hotline Poster(s)”
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**M. ORDERS THAT HAVE A VALUE OF MORE THAN \$6,000,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT); AND THAT HAVE A PERFORMANCE PERIOD OF MORE THAN 120 DAYS ALSO INCLUDE:**

<b>52.203-13</b>	Contractor Code of Business Ethics and Conduct” (In paragraph (b)(3)(i) the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in paragraph (b)(3)(ii) the meaning of
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	“Government” does not change, and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F) the meaning of “OIG of the ordering agency”, “IG of the agency”, “agency OIG”, and “Contracting Officer” do not change.)
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## N. COST REIMBURSEMENT, TIME & MATERIAL, OR LABOR HOUR ORDERS ALSO INCLUDE:

<b>52.216-7</b>	“Allowable Cost and Payment” (Supplier agrees to execute assignment documents in order to comply with subsection (h).) (This clause is not applicable to Labor Hour Orders.)
<b>52.216-8</b>	“Fixed Fee” (Applicable if this is a cost plus fixed fee Order.)
<b>52.216-10</b>	“Incentive Fee” (Applicable if this is a cost plus incentive fee Order.)
<b>52.216-11</b>	“Cost Contract-No Fee” (Applicable if this is a cost no fee Order.)
<b>52.232-7</b>	“Payments under Time-and-Materials and Labor-Hour Contracts” – (“schedule” means the Order, “voucher(s)” means invoice(s)).
<b>52.232-20</b>	“Limitation of Cost” (Applicable to fully funded Orders.)
<b>52.232-22</b>	“Limitation of Funds” (Applicable to incrementally funded Orders.)
<b>52.243-2</b>	“Changes – Cost-Reimbursement” (Applicable to cost-reimbursement Orders.)
<b>52.243-3</b>	“Changes – Time and Material or Labor-Hours” (Applicable to time and material or labor hour Orders.)
<b>52.244-2</b>	“Subcontracts” (paragraphs (g) and h) only apply)
<b>52.246-3</b>	“Inspection of Supplies (Cost-Reimbursement)” – (“Contracting Officer” means Buyer’s Purchasing Representative and “Government” means Buyer and “Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and/or Buyer”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)
<b>52.246-5</b>	“Inspection of Services (Cost Reimbursement)” – (“Contracting Officer” means Buyer’s Purchasing Representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer). The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)
<b>52.246-6</b>	“Inspection of Time and Material and Labor Hour” – (“Contracting Officer” means Buyer’s Purchasing Representative and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and/or Buyer”. (The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)

<b>52.249-6</b>	“Termination (Cost-Reimbursement)” – (“Government” means “Buyer” and “Contracting Officer” means Buyer’s Purchasing Representative. In paragraph (e) Change “15 days” and “45 days” to “30 days” and “90 days”, respectively. In paragraph (f) change “1 year” to “six months”. ) (Alternate IV is applicable to time and material or labor hour orders only.)
<b>52.249-14</b>	“Excusable Delays”

**Additional Clauses:**

**A. COST ACCOUNTING STANDARDS (Applicable when stated in the Order)**

<b>52.230-2</b>	“Cost Accounting Standards”
<b>52.230-3</b>	“Disclosure and Consistency of Cost Accounting Practices”
<b>52.230-5</b>	“Cost Accounting Standards – Educational Institution”
<b>52.230-6</b>	“Administration of Cost Accounting Standards”

**B. OTHER CLAUSES AS APPLICABLE:**

<b>52.203-15</b>	“Whistleblower Protections Under the American Recovery and Reinvestment Act” (Applies if funded with ARRA funds)
<b>52.204-2</b>	“Security Requirements” (Applicable to Orders that involve access to classified information. Any reference to the Changes clause is excluded.)
<b>52.204-18</b>	“Commercial and Government Entity Code Maintenance” (Applicable to all Orders that include clause 52.204-2, Security Requirements.)
<b>52.211-15</b>	“Defense Priority and Allocation Requirements” (Applies if priority rating is noted on this Order)
<b>52.215-16</b>	“Facilities Capital Cost of Money” (Applicable to Cost Type Orders)
<b>52.215-17</b>	“Waiver of Facilities Capital Cost of Money” (Applicable to Cost Type Orders)
<b>52.222-11</b>	“Subcontracts (Labor Standards)” (Applicable to construction Orders within the United States)
<b>52.222-34</b>	“Project Labor Agreements” (Applicable to Construction Orders)
<b>52.222-41</b>	“Service Contract Labor Standards” (Applicable to Orders that are subject to the Service Contract Labor Standards statute.)
<b>52.222-51</b>	“Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements” (Applicable to Orders for Exempt Services)
<b>52.222-53</b>	“Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements” (Applicable to Orders for Exempt Services)
<b>52.223-3</b>	“Hazardous Material Identification and Material Safety Data” (Applicable to Orders that require the delivery of hazardous materials as defined in FAR 23.301. “Government” means “Government and Buyer” in this clause.)

<b>52.223-15</b>	“Energy Efficiency in Energy-Consuming Products”
<b>52.225-21</b>	“Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act - Construction Materials” (Applicable to Construction Orders)
<b>52.225-23</b>	“Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act - Construction Materials Under Trade Agreements” (Applicable to Construction Orders)
<b>52.227-13</b>	“Patent Rights-Ownership by the Government”
<b>52.230-4</b>	“Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns”
<b>52.232-27</b>	“Prompt Payment for Construction Contracts”
<b>52.245-1</b>	“Government Property” (Applicable to (i) cost reimbursement, time and material, and labor hour type Orders; (ii) fixed price Orders based on the submission of certified cost and pricing data; and (iii) DoD negotiated fixed price Orders based on other than the submission of certified cost and pricing data.)
<b>52.245-1 with Alt I</b>	“Government Property” (Applicable to all Orders other than those Orders to which 52.245-1 applies.)
<b>52.245-1 with Alt II</b>	“Government Property” (Applicable to Orders for the conduct of basic or applied research at nonprofit institutions of higher education or at nonprofit institutions whose primary purpose is the conduct of scientific research.)
<b>52.245-2</b>	“Government Property Installation Operation Services” (Applicable (in addition to FAR 52.245-1) if the Order is a service contract to be performed on a Government installation when Government furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement.)
<b>52.245-9</b>	“Use and Charges”
<b>52.246-26</b>	“Reporting Nonconforming Items” (Applicable to Orders for (i) items subject to higher-level quality standards in accordance with the clause at FAR 52.246-11, Higher-Level Contract Quality Requirement; (ii) items that the Buyer determines to be critical items for which use of the clause is appropriate; (iii) electronic parts or end items, components, parts, or materials containing electronic parts if the Order is valued at more than the SAT, and if this is an acquisition by, or for, the Department of Defense as provided in paragraph (c)(4) of section 818 of the NDAA for Fiscal Year 2012 (Pub. L. 112-81)); or (iv) the acquisition of services, if the Supplier will furnish, as part of the service, any items that meet the above specified criteria. This does not apply to Orders for commercial products, commercial services, or Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 802.)
<b>52.248-3</b>	“Value Engineering-Construction” (Applicable to all Purchase Orders \$75,000 or more.)

### **DoD Acquisitions:**

When Goods or Services that do not meet the FAR definition of a commercial product or commercial service are for use in connection with a Government Department of Defense ("DoD") Prime Contract or higher-tier subcontract, in addition to the Clauses set forth in the Order and the Clauses above, the following DFARS Clauses, shall apply, as required by the terms of the Prime Contract or by operation of law or regulation, unless made inapplicable by a corresponding note in this Section. With respect to any applicable Clauses incorporated into the Order relating to rights in noncommercial Technical Data and noncommercial Computer Software and noncommercial Computer Software documentation (collectively, "Non-Commercial Products and Non-Commercial Services"), the Supplier grants to Buyer the right to use, disclose, modify, combine, integrate, or make derivative works of any such Non-Commercial Products and Non-Commercial Services delivered under the Order to the extent necessary, and for such period as is required, for Buyer to complete its performance under the Prime Contract.

**A. APPLICABLE TO ALL ORDERS WITHOUT REGARD TO DOLLAR VALUE:**

<b>252.203-7000</b>	"Representation Relating to Compensation of Former DoD Officials"
<b>252.203-7002</b>	"Requirement to Inform Employees of Whistleblower Rights"
<b>252.204-7000</b>	"Disclosure of Information"
<b>252.204-7012</b>	"Safeguarding of Unclassified Controlled Technical Information" (Applicable to Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-O0001) (Applicable to Orders under DoD contracts awarded after October 7, 2015 and before December 30, 2015.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (INTERIM RULE 12/30/2015) (Applicable to Orders under DoD contracts awarded after December 29, 2015 and before October 21, 2016 for operationally critical support, or for which Order performance will involve a covered contractor information system.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Orders under DoD contracts awarded after October 20, 2016 and before December 31, 2019 for operationally critical support, or for which Order performance will involve covered defense information.)
<b>252.204-7012</b>	"Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEC 2019) (Applicable to Orders under DoD contracts awarded after December 30, 2019 for operationally critical support, or for which Order performance will involve covered defense information.)
<b>252.204-7015</b>	"Notice of Authorized Disclosure of Information for Litigation Support"

<b>252.204-7018</b>	“Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services”
<b>252.204-7020</b>	“NIST SP 800-171 DoD Assessment Requirements” (Effective beginning November 30, 2020.)
<b>252.208-7000</b>	“Intent to Furnish Precious Metals as Government Furnished Material”
<b>252.211-7003</b>	“Item Unique Identification and Valuation” (Supplier’s obligations under this clause are limited to cooperating with Buyer’s efforts to comply with this clause, including granting Buyer access to Supplier’s deliverables at its facilities and to appropriate property records.)
<b>252.222-7000</b>	“Restrictions on Employment of Personnel”
<b>252.223-7001</b>	“Hazard Warning Labels”
<b>252.223-7002</b>	“Safety Precautions for Ammunition and Explosives”
<b>252.223-7003</b>	“Change in Place of Performance – Ammunition and Explosives”
<b>252.223-7006</b>	“Prohibition on Storage and Disposal of Toxic and Hazardous Materials”
<b>252.223-7007</b>	“Safeguarding Sensitive Conventional Arms, Ammunition and Explosives”
<b>252.223-7008</b>	“Prohibition of Hexavalent Chromium”
<b>252.223-7009</b>	“Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations”
<b>252.225-7001</b>	“Buy American Act and Balance of Payments Program”
<b>252.225-7002</b>	“Qualifying Country Sources as Subcontractors”
<b>252.225-7007</b>	“Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies” (Applicable to Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation.)
<b>252.225-7008</b>	“Restriction on Acquisition of Specialty Metals”
<b>252.225-7009</b>	“Restriction on Acquisition of Certain Articles Containing Specialty Metals” (excluding paragraph (d) and paragraph (e)(1).)
<b>252.225-7010</b>	“Commercial Derivative Military Article—Specialty Metals Compliance Certificate”
<b>252.225-7012</b>	“Preference for Certain Domestic Commodities”
<b>252.225-7013</b>	“Duty-Free Entry” (Applicable to all Orders for “qualifying country components” or “nonqualifying country components” for which the Supplier estimates that duty will exceed \$200 per unit. The information required by paragraph (j)(3) of this clause is available upon request.)
<b>252.225-7015</b>	“Restriction on Acquisition of Hand or Measuring Tools” (Applicable to Orders that exceed the simplified acquisition threshold that require delivery of hand or measuring tools.)
<b>252.225-7016</b>	“Restriction on Acquisition of Ball and Roller Bearings”
<b>252.225-7021</b>	“Trade Agreements”
<b>252.225-7025</b>	“Restriction on Acquisition of Forgings”

<b>252.225-7030</b>	“Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate”
<b>252.225-7033</b>	“Waiver of United Kingdom Levies”
<b>252.225-7036</b>	“Buy American Act-Free Trade Agreement Balance of Payments Program”
<b>252.225-7038</b>	“Restriction on Acquisition of Air Circuit Breakers”
<b>252.225-7040</b>	“Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States”
<b>252.225-7043</b>	“Antiterrorism/Force Protection for Defense Contractors Outside the United States”
<b>252.225-7048</b>	“Export-Controlled Items”
<b>252.225-7052</b>	“Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten”.
<b>252.225-7056</b>	“Prohibition Regarding Business Operations with the Maduro Regime”
<b>252.225-7060</b>	“Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.” (Applicable to Orders for products utilizing funds made available to DoD.)
<b>252.225-7972</b>	‘Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems’ (DEVIATION 2020-O0015) (Applicable to all Orders, unless (a) the acquisition is for counter-unmanned aircraft system surrogate testing and training, or for intelligence, electronic warfare, and information warfare operations, testing, analysis, and training; or (b) a waiver has been granted by the Secretary of Defense.)
<b>252.227-7013</b>	“Rights in Technical Data – Other than Commercial Products or Commercial Services”
<b>252.227-7014</b>	“Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation”
<b>252.227-7015</b>	“Technical Data – Commercial Products and Commercial Services”
<b>252.227-7016</b>	“Rights in Bid or Proposal Information”
<b>252.227-7017</b>	“Identification and Assertion of Use, Release, or Disclosure Restrictions”
<b>252.227-7019</b>	“Validation of Asserted Restrictions – Computer Software”
<b>252.227-7020</b>	“Rights in Special Works”
<b>252.227-7021</b>	“Rights in Data-Existing Works”
<b>252.227-7022</b>	“Government Rights (Unlimited)”
<b>252.227-7023</b>	“Drawings and Other Data Become Property of Government”
<b>252.227-7025</b>	“Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends”
<b>252.227-7026</b>	“Deferred Delivery of Technical Data or Computer Software”
<b>252.227-7027</b>	“Deferred Ordering of Technical Data or Computer Software”
<b>252.227-7028</b>	“Technical Data or Computer Software Previously Delivered to the Government”
<b>252.227-7030</b>	“Technical Data - Withholding of Payment”

<b>252.227-7032</b>	“Rights in Technical Data and Computer Software (Foreign)”
<b>252.227-7033</b>	“Rights in Shop Drawings”
<b>252.227-7037</b>	“Validation of Restrictive Markings on Technical Data”
<b>252.227-7038</b>	“Patent Rights – Ownership by the Contractor (Large Business)”
<b>252.228-7001</b>	“Ground and Flight Risk” (Not applicable to Orders with Federal Aviation Administration (“FAA”) part 145 repair stations performing work pursuant to their FAA license.)
<b>252.228-7005</b>	“Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles”
<b>252.236-7000</b>	“Modification Proposals – Price Breakdown”
<b>252.239-7010</b>	“Cloud Computing Services”
<b>252.244-7000</b>	“Subcontracts for Commercial Products or Commercial Services”
<b>252.246-7007</b>	“Contractor Counterfeit Electronic Part Detection and Avoidance System” (Only Subsection (a) through (e) of the clause are applicable to Orders)
<b>252.246-7008</b>	“Sources of Electronic Parts”
<b>252.247-7024</b>	“Notification of Transportation of Supplies by Sea” (modify paragraph (a) to read “[I]f, after the award of the Order, the Supplier learns that supplies . . . .”)

**B. ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101 IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>252.203-7001</b>	“Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies”
<b>252.215-7010</b>	“Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data”

**C. ORDERS OF \$150,000 OR MORE (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>252.209-7004</b>	“Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism”
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**D. ORDERS OVER \$500,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>252.226-7001</b>	“Utilization of Indian Organizations Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns”
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**E. ORDERS OVER \$750,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:**

<b>252.219-7003</b>	“Small Business Subcontracting Plan (DoD Contracts)” (Include Alternate 1 if it is included in the prime contract) (Applicable to Orders under prime contracts that contain FAR clause 52.219-9.)
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**F. OTHER CLAUSES AS APPLICABLE:**

<b>252.203-7004</b>	“Display of Fraud Hotline Poster(s)”
<b>252.204-7009</b>	“Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information”
<b>252.211-7000</b>	“Acquisition Streamlining”
<b>252.222-7006</b>	“Restrictions on the Use of Mandatory Arbitration Agreements”
<b>252.225-7004</b>	“Report of Intended Performance Outside the United States and Canada—Submission after Award” (Applicable to all Orders having a value greater than \$15,000,000, and performance of any portion of that Order, exceeding \$750,000 in value, will take place outside the United States or Canada, even if such performance could be performed inside the United States or Canada. )
<b>252.225-7058</b>	“Postaward Disclosure of Employment of Individuals Who Work in the People’s Republic of China” (Applicable to Orders having a value over \$5,000,000, but excluding Orders for commercial products and commercial services, and when incorporated into the Prime Contract) (“Government” means “Buyer” and “Contracting Officer” means “Buyer’s Purchasing Representative”. Disclosures should be made directly to Buyer’s Purchasing Representative.)
<b>252.229-7011</b>	“Reporting of Foreign Taxes-U.S. Assistance Programs” (Applies to Orders for commodities that exceed \$500)
<b>252.231-7000</b>	“Supplemental Cost Principles” (Applicable to solicitations and resulting Orders that are subject to the principles and procedures described in FAR subparts 31.1, 31.2, 31.6, or 31.7.)
<b>252.235-7003</b>	“Frequency Authorization”
<b>252.239-7016</b>	“Telecommunications Security Equipment, Devices, Techniques, and Services”
<b>252.239-7017</b>	“Notice of Supply Chain Risk” (All Orders that involve the development or delivery of any information technology whether acquired as a service or as a supply)
<b>252.239-7018</b>	“Supply Chain Risk” (Applicable to Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)
<b>252.245-7003</b>	“Contractor Property Management System Administration” (Applicable to Orders that include 52.245-1)

<b>252.245-7005</b>	"Management and Reporting of Government Property" (Applicable to Orders that include 52.245-1)
<b>252.246-7001</b>	"Warranty of Data"
<b>252.246-7003</b>	"Notification of Potential Safety Issues" (Applicable to Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
<b>252.247-7003</b>	"Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer"
<b>252.247-7023</b>	"Transportation of Supplies by Sea" (Applies in accordance with paragraph (h) (change "[P]rime contractor" in paragraph (a)(5) to "Supplier" and "the prime contract" to "this Order"; modify paragraph (c) to read "[T]he Supplier and its subcontractors may request that the Buyer obtain Government authorization for shipment . . ."; change in paragraph (d) "Contracting Officer" to "Buyer" in the second sentence; change "45" to "60" days in paragraph (d); change "30" to "25" in paragraph (e); delete in paragraph (e) "and the Maritime Administration Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street, N.W., Washington, DC 20590"; delete in paragraph (g) "for the purposes of the Prompt Payment clause of this contract.")
<b>252.249-7002</b>	"Notification of Anticipated Contract Termination or Reduction" (Applicable to all Orders of \$700,000 or more. Supplier shall (i) Provide notice to each of its subcontractors with a subcontract of \$150,000 or more; and (ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$150,000 or more.)

### **NASA Acquisitions:**

When Goods or Services are for use in connection with a NASA Prime Contract or higher-tier subcontract, in addition to the Clauses in the Order and the Clauses above, the following NASA FAR Supplement Clauses, shall apply, as required by the terms of the Prime Contract or by operation of law or regulation, unless made inapplicable by a corresponding note in this Section.

#### **A. APPLICABLE TO ORDERS WITHOUT REGARD TO DOLLAR VALUE:**

<b>1852.203-71</b>	Requirement to Inform Employees of Whistleblower Rights
<b>1852.204-75</b>	Security Classification Requirements
<b>1852.204-76</b>	Security Requirements for Unclassified Information Technology Resources
<b>1852.208-81</b>	Restrictions on Printing and Duplicating
<b>1852.209-71</b>	Limitation of Future Contracting
<b>1852.211-70</b>	Packaging Handling and Transportation
<b>1852.215-78</b>	Make or Buy Program Requirements
<b>1852.215-79</b>	Price Adjustments for "Make-or-Buy" Changes
<b>1852.219-75</b>	Individual Subcontracting Reporting
<b>1852.223-71</b>	Authorization for Radio Frequency Use
<b>1852.223-72</b>	Safety and Health (Short Form)
<b>1852.223-73</b>	Safety and Health Plan
<b>1852.223-74</b>	Drug and Alcohol-Free Workforce
<b>1852.223-75</b>	Major Breach of Safety or Security
<b>1852.225-8</b>	Duty Free Entry of Space Articles
<b>1852.225-70</b>	Export Licenses
<b>1852.227-11</b>	Patent Rights - Ownership by the Contractor
<b>1852.227-14</b>	Rights in Data – General
<b>1852.227-17</b>	Rights in Data - Special Works
<b>1852.227-19</b>	Commercial Computer Software - Restricted Rights
<b>1852.227-70</b>	New Technology
<b>1852.227-71</b>	Requests for Waiver of Rights to Inventions
<b>1852.227-72</b>	Designation of New Technology Representative and Patent Representative
<b>1852.227-84</b>	Patent Rights Clauses
<b>1852.227-85</b>	Invention Reporting and Rights - Foreign
<b>1852.227-86</b>	Commercial Computer Software – Licensing
<b>1852.228-75</b>	Minimum Insurance Coverage
<b>1852.228-76</b>	Cross-Waiver of Liability for Space Station Services
<b>1852.228-78</b>	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches
<b>1852.232-82</b>	Submission of Requests for Progress Payments
<b>1852.234-1</b>	Notice of Earned Value Management System
<b>1852.234-2</b>	Earned Value Management System
<b>1852.235-70</b>	Center for Aerospace Information
<b>1852.237-71</b>	Pension Portability
<b>1852.242-71</b>	Travel Outside the U.S.
<b>1852.242-73</b>	NASA Contractor Financial Management Reporting
<b>1852.243-71</b>	Shared Savings

<b>1852.243-72</b>	Equitable Adjustments
<b>1852.244-70</b>	Geographic Participation in the Aerospace
<b>1852.245-70</b>	Contractor Requests for Government-Owned Equipment
<b>1852.245-71</b>	Installation-Accountable Government Property
<b>1852.245-72</b>	Liability for Government Property Furnished for Repair or Other Services
<b>1852.245-73</b>	Financial Reporting of NASA Property in the Custody of Contractors
<b>1852.245-74</b>	Identification and Marking of Government Equipment
<b>1852.245-75</b>	Property Management Changes
<b>1852.245-76</b>	List of Government Furnished Property
<b>1852.245-77</b>	List of Installation-Accountable Property and Services
<b>1852.245-79</b>	Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value
<b>1852.245-80</b>	Government Property Management Information
<b>1852.246-73</b>	Human Space Flight Item
<b>1852.247-71</b>	Protection of the Florida Manatee