

Flowdown of U.S. Government Provisions and Clauses Under U.S. Government Contracts¹

1. General

- 1.1. If an Order is placed at any tier under a Prime Contract awarded by the U.S. Government, additional U.S. Government provisions (“U.S. Government Contract Clauses”) shall apply. Where the context permits, the term Order includes SOW. In the event of a conflict between a provision in this document and an Order, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in the Order.
- 1.2. While Buyer has made every effort to include every potentially applicable U.S. Government Contract Clause in this document, U.S. Government Contract Clauses, the inclusion of which in a subcontract is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from the Order.
- 1.3. Supplier shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontract placed in support of the Order.
- 1.4. 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 U.S. Government Contract Clauses.
- 1.5. Notwithstanding any other provisions in this document, Supplier shall comply with, and shall support Buyer’s compliance with, any applicable U.S. Government procurement regulations and policies, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the Goods/Services. Supplier agrees to furnish cost and pricing data certified as to currency, accuracy and completeness every three (3) years, or as frequently as required by Buyer’s Customer. To the extent the prices under the Schedules of Goods and Pricing between Buyer and Supplier and/or Order for the Goods/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/Services and to incorporate such prices in the Order. In no event shall any

¹ Also review the latest version of the RTX USG Flowdown Updates document (at the RTX Supplier Site) for additional FAR and DFARS clauses to be flowed to Supplier.

renegotiated unit price for any of the Goods/Services exceed the unit price incorporated herein for such Goods/Services.

2. 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”). A “determination” by Buyer's Customer means a final decision of a Government Contracting Officer or the withholding of money, reduction in any cost, price or fee from Buyer by a customer based on an alleged failure of Supplier or its subcontractors to comply with the Act.

- 2.1. 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, Buyer's Prime Contract related to the Act or its implementing regulations because: (i) Supplier or a subcontractor of Supplier failed to furnish cost or pricing data, including any requested data, that is required under the Act or its implementing regulations; or (ii) Supplier or subcontractor of Supplier 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.
- 2.2. 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.
- 2.3. If an appealable decision is made by a Contracting Officer of the U.S. Government 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 such Board of Contract Appeals or Federal Court.

3. Inspection of Books and Records

- 3.1. Supplier agrees that its books, records and facilities, or such parts of its facilities as may be engaged in the performance of the Order, shall at all reasonable times

be subject to inspection and audit by Buyer or any authorized representatives of the U.S. Government.

- 3.2. Supplier hereby grants to Buyer the right to examine its books, records and data which will 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”).
- 3.3. Supplier hereby grants to Buyer the right to 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.

4. Orders Involving Government Property

- 4.1. 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.
- 4.2. 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.
- 4.3. Supplier shall establish and maintain a system acceptable to the Buyer and the Government and in compliance with FAR Part 45, FAR 52.245-1 and DFARS Part 245 to control, protect, preserve, repair and maintain Government Property. Government Property shall be used only for performing the Order, unless otherwise provided in the Order or approved by the Government.

5. Supplier Changes to Specifications/U.S. Government Inspection

Goods manufactured to Supplier’s Specifications require prior Buyer’s written approval for any variations. Goods manufactured to Buyer or Buyer’s customer furnished Specifications require prior Buyer’s written approval for any variations to Specifications. When U.S. Government Inspection at Supplier’s facility appears in the inspection block of the Order, the following paragraph applies: U.S.

Government inspection is required 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 U.S. Government representative normally servicing Supplier's facility so that the U.S. Government inspection can be appropriately planned. If a U.S. 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.

6. Intellectual Property Under U.S. Government Contracts

6.1. Definitions.

- 6.1.1. "Computer Software" means computer software as defined in DFARS 252.227-7013(a)(3), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a) or such other relevant Government Acquisition Regulation clause as may be incorporated in any Order.
- 6.1.2. "DoE" means the Department of Energy.
- 6.1.3. "Government Acquisition Regulations" means the FAR, DFARS, NASA FAR Supplement and DoE Acquisition Regulation (DEAR) regulations that are incorporated into the Prime Contract and, by incorporation, the Order.
- 6.1.4. "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.
- 6.1.5. "Invention" means the invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the Department of Energy, as defined in FAR 52.227-11(a).
- 6.1.6. "NASA" means the National Aeronautics and Space Administration.
- 6.1.7. "Practice" means to make, use, sell, offer for sale, import and export Goods that embody the Subject Invention.
- 6.1.8. "Subject Invention" means subject invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-11(a).
- 6.1.9. "Technical Data" means technical data as defined in DFARS 252.227-7013(a)(14), or for Prime Contracts with NASA or the DoE, as defined in

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

6.1.10. “Unlimited Rights” means unlimited rights as defined in DFARS 252.227-7013(a)(15), -7014(a)(15) and -7018(a)(20), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in the Order.

6.1.11. “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.

6.2. Technical Data and Computer Software Ownership and License Rights.

6.2.1. 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 U.S. 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 or the DoE in FAR 52.227-14, for Technical Data and Computer Software acquired, created or delivered to Buyer in the performance of the Order.

6.2.2. 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.

6.2.3. 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.

6.2.4. 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.

6.3. Patent Ownership and License Rights

- 6.3.1. For any Subject Invention, Supplier hereby grants the U.S. 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 and DoE Prime Contracts, if required by such Prime Contract, Supplier agrees to assign the Subject Invention to the Government.
- 6.3.2. 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.
- 6.3.3. 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.

6.4. General Intellectual Property

- 6.4.1. 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.
- 6.4.2. 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.
- 6.4.3. 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.

6.5. Data Assertions and Markings

- 6.5.1. 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.
- 6.5.2. 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.

6.6. Patent Indemnification

- 6.6.1. 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.
- 6.6.2. 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 United States 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.

7. U.S. Government Contract Clauses Incorporated by Reference in the Order Issued

7.1. For covered Orders:

This contractor (Buyer) and subcontractor (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).

This contractor and subcontractor shall abide by the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A.

7.2. 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. If there is 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 govern. The full text of these clauses can be accessed on the Internet at <https://www.acquisition.gov/content/regulations>.

7.3. The clauses listed below 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.

7.4. 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 financial information or other proprietary data is required except as specifically otherwise provided herein, and (f) where specifically modified herein. All references to the Section of the Terms and Conditions of the Order entitled “Disputes” and all references to the “Disputes Clause” in any clauses referenced herein are deleted.

- 7.5. The term “FAR” means the Federal Acquisition Regulation and the term “DFARS” means the Department of Defense Federal Acquisition Regulation Supplement. The term “NASA” shall mean the U.S. National Aeronautics and Space Administration.
- 7.6. Clauses listed below under the heading, “Commercial Item Acquisitions,” are applicable when the Supplier is furnishing Goods or Services that qualify as a “commercial item” 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 “commercial items” under FAR 2.101. Further, Suppliers of commercial items 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.
- 7.7. Program Specific Documents incorporated into the Order issued by the Buyer or Buyer Affiliate shall apply.
- 7.8. “U.S. Government Property in Possession of Supplier” Attachment PT001 shall apply when Supplier performance includes Government Property. These provisions are made available at the RTX Supplier Site.
- 7.9. “Addendum to Software Licenses” IP-006 shall apply when the Order is for the acquisition and use of software whether procured separately or as part of any computer, equipment, or system. These provisions are made available at the RTX Supplier Site.
- 7.10. 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.
- 7.11. If a DPAS Rating is incorporated into the Order issued, then it is a “DPAS RATED” Order certified for National Defense Use, and Supplier is required to follow all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR 700 Et Seq.). All DPAS RATED Orders must be accepted or rejected as follows: (A) “DO” RATED Orders must be accepted or rejected in writing (hardcopy), or in electronic format, within 15 working days after Order receipt by Supplier. (B) “DX”

RATED Orders must be accepted or rejected in writing (hardcopy), or in electronic format, within 10 working days after Order receipt by Supplier. (C) Rejection of “DO” or “DX” Orders must be in writing (hardcopy), or in electronic format, giving the specific reason for the rejection. (D) 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 in electronic format, give reasons for the delay, and advise of a new shipment or performance date. If both DPAS RATED and Unrated Order quantities are rejected in the Order, Supplier is only required to follow the DPAS Regulation as it pertains to the DPAS RATED quantities.

- 7.12. If Supplier is proposing under the Small Business Administration Section 8(D) Subcontracting Program, by accepting the Order, the Supplier hereby acknowledges and certifies that its Business size and its Small Business status as recorded in the System for Award Management (SAM) at <https://www.sam.gov/SAM/>, or as otherwise certified to Buyer, was current, accurate and complete as of the date of the Supplier’s Offer for the Order.
- 7.13. If the Order forms the whole or part of a sale by Buyer of Defense Articles or Defense Services being sold in support of a Foreign Military Sale or Commercially to or for the use of the Armed Forces of a Foreign Country or International Organization, Supplier shall upon acceptance of the Order, or within ten (10) days of being requested by Buyer to do so, complete “International Traffic in Arms Regulations Certificate and Reporting of Political Contributions, Fees or Commissions” IN-009, made available at the RTX Supplier Site and in furtherance of the requirements stipulated in Part 130 of the International Traffic in Arms Regulations, 22 CFR Sections 130.9 and 130.10.
- 7.14. In accordance with DFARS 252.204-7008 “Compliance with Safeguarding Covered Defense Information Controls” Supplier shall indicate whether deviation from any of the security requirements in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Non-Federal Information Systems and Organizations, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the Prime Contract Solicitation is issued is anticipated in the performance of the Order by Supplier or suppliers at any tier.
- 7.15. In accordance with DFARS 252.239-7009 “Representation of Use of Cloud Computing” Supplier shall indicate whether the use of Cloud Computing is anticipated in the performance of the Order by Supplier or suppliers at any tier.
- 7.16. 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.

DoD Commercial Item Acquisitions:

For Orders placed in support of and charged to a U.S. Government (“Government”) prime contract or higher-tier subcontract for an item meeting the FAR definition of a commercial item, the following provisions and clauses set forth in the FAR or the DFARS shall apply in addition to the clauses of the Order. The version of each FAR and DFARS provision or clause shall be the version in effect as of the date of the prime contract. Nothing in the Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to the Order, such clauses are considered to be self-deleting. Supplier shall incorporate into each lower tier contract issued in support of the Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

A. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:

1. **52.203-7** “Anti-Kickback Procedures” (Excepting paragraph (c)(1))(Applicable to Orders that exceed \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
2. **52.203-12** “Limitation on Payments to Influence Certain Federal Transactions” (Applicable to Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
3. **52.203-13** “Contractor Code of Business Ethics and Conduct” (Applicable to Orders (i) that have a value more than \$5,500,000 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.)
4. **52.203-19** “Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements”
5. **52.204-10** “Reporting Executive Compensation and First-Tier Subcontract Awards” (Applicable to Orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) 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.)
6. **52.204-21** “Basic Safeguarding of Covered Contractor Information Systems” (Applicable to Orders, other than those for commercially available off-the-shelf items, in which Supplier may have Federal contract information residing in or transiting through its information system.)
7. **52.204-23** “Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities”
8. **52.209-6** “Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment” (Applicable to

- Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Orders for commercially available off-the-shelf items.)
9. **52.212-5** “Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items”
 10. **52.219-8** “Utilization of Small Business Concerns” (Applicable to Orders (except to small business concerns) that offer further subcontracting opportunities.)
 11. **52.222-21** “Prohibition of Segregated Facilities”
 12. **52.222-26** “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.)
 13. **52.222-35** “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.)
 14. **52.222-36** “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.)
 15. **52.222-37** “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.)
 16. **52.222-40** “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.)
 17. **52.222-41** “Service Contract Labor Standards” (Applicable to Orders that are subject to the Service Contract Labor Standards statute.)
 18. **52.222-50** “Combating Trafficking in Persons”
 19. **52.222-54** “Employment Eligibility Verification” (Applicable to Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States.)
 20. **52.222-55** “Minimum Wages Under Executive Order 13658” (Applicable to Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)
 21. **52.222-62** “Paid Sick Leave Under Executive Order 13706” (Applicable to Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
 22. **52.223-7** “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.)
 23. **52.224-3** “Privacy Training” (Applicable to Orders, regardless of dollar value, when Supplier’s employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle

- personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)
24. **52.225-1** “Buy American – Supplies” (Not applicable to Orders for commercially available off-the-shelf items (COTS) as defined at FAR 2.101.)
 25. **52.225-13** “Restrictions on Certain Foreign Purchases”
 26. **52.225-26** “Contractors Performing Private Security Functions Outside the United States” (Applicable to Orders that will be performed outside the United States in areas of (i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)
 27. **52.232-40** “Providing Accelerated Payments to Small Business Subcontractors” (Applicable to Orders with small business concerns when Buyer receives Accelerated Payments under its prime contract.)
 28. **52.244-6** “Subcontracts for Commercial Items”
 29. **52.247-64** “Preference for Privately Owned U.S.-Flag Commercial Vessels” (Applicable to Orders, except those exempted in paragraph (e) (4) of the clause.)

B. THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:

1. **252.203-7002** “Requirement to Inform Employees of Whistleblower Rights”
2. **252.204-7012** “Safeguarding of Unclassified Controlled Technical Information” (Applicable to Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
3. **252.204-7012** “Safeguarding Covered Defense Information and Cyber Incident Reporting” (Applicable to Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
4. **252.204-7012** “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.)
5. **252.204-7012** “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.)
6. **252.204-7012** “Safeguarding Covered Defense Information and Cyber Incident Reporting” (FINAL RULE 10/21/2016) (Applicable to Orders under DoD contracts awarded after October 20, 2016 for operationally critical support, or for which Order performance will involve covered defense information.)
7. **252.204-7015** “Disclosure of Information to Litigation Support Contractors”
8. **252.204-7018** “Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services”
9. **252.211-7003** “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.)

10. **252.215-7010** “Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data” (Applicable to Orders exceeding the simplified acquisition threshold defined in FAR part 2.)
11. **252.223-7008** “Prohibition of Hexavalent Chromium” (Applicable to all Orders for supplies, maintenance and repair services, or construction materials.)
12. **252.225-7008** “Restriction on Acquisition of Specialty Metals” (Applicable to Orders for the delivery of specialty metals as end items to Buyer or Supplier to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
13. **252.225-7009** “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause). (Applicable to Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.)
14. **252.225-7040** “Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States” (Applicable to Orders that will be performed when Supplier’s personnel or Supplier’s subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
15. **252.225-7048** “Export-Controlled Items”
16. **252.225-7052** “Restriction on the Acquisition of Certain Magnets and Tungsten”. (Applicable to Orders for the delivery of goods that exceed the simplified acquisition threshold, unless an exception at paragraph (c) of the clause applies.)
17. **252.227-7013** “Rights in Technical Data Noncommercial Items” (Applicable to solicitations and resulting Orders when Buyer will be required to deliver to the Government Supplier’s technical data for commercial items for which the Government will have paid for any portion of the development costs.)
18. **252.227-7015** “Technical Data – Commercial Items” (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under the Order for delivery to the Government.)
19. **252.227-7037** “Validation of Restrictive Markings on Technical Data” (Applicable to Orders requiring the delivery of technical data.)
20. **252.239-7010** “Cloud Computing Services” (Applicable to Orders that involve or may involve cloud services)
21. **252.239-7018** “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.)
22. **252.244-7000** “Subcontracts for Commercial Items and Commercial Components (DoD Contracts)”
23. **252.246-7003** “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.)

24. **252.246–7007** “Contractor Counterfeit Electronic Part Detection and Avoidance System” (Applicable to Orders when the goods or services include *electronic parts* or assemblies containing *electronic parts*. This clause applies to all Suppliers, at all tiers, without regard to whether the Supplier itself is subject to CAS.)
25. **252.246-7008** “Sources of Electronic Parts” (Applicable to Orders for *electronic parts* or assemblies containing *electronic parts*, unless Supplier is the original manufacturer of the electronic part.)
26. **252.247-7023** “Transportation of Supplies by Sea”

Federal Agency Acquisitions:

1. When the materials, parts, and products (“goods”) or services, including the products resulting from services ordered are for use in connection with a United States Government (“Government”) prime contract or higher-tier subcontract, in addition to the clauses in the Order, the following FAR provisions and clauses shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each FAR provision and clause shall be the same version as that which appears in Buyer’s prime contract, or higher-tier subcontract under which the Order is a subcontract. In the event of a conflict between these FAR provisions and clauses and the clauses of the Order, the FAR provisions and clauses shall control.
2. The following FAR provisions and clauses in effect as of the date of the prime contract are incorporated herein, unless made inapplicable by a corresponding note in this Section, with the same force and effect as if they were given in full text. The following FAR provisions and clauses shall apply in addition to the clauses of the Order. Nothing in the Order grants Supplier a direct right of action against the Government. If any of the following FAR clauses do not apply to the Order, such clauses are considered to be self-deleting. Supplier shall incorporate into each lower tier contract issued in support of the Order all applicable FAR clauses in accordance with the flow down requirements specified in such clauses.

A. APPLICABLE TO ORDERS WITHOUT REGARD TO DOLLAR VALUE:

1. **52.202-1** “Definitions”
2. **52.203-3** “Gratuities”
3. **52.203-5** “Covenant Against Contingent Fees”
4. **52.203-8** “Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity”
5. **52.203-10** “Price or Fee Adjustment for Illegal or Improper Activity”
6. **52.203–19** “Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements” (Applicable in accordance with subparagraph (f) of the clause)

7. **52.204-9** “Personal Identity Verification of Contractor Personnel” (Applicable to Orders when Supplier’s employees are required to have routine physical access to a Federally-controlled facility and / or routine access to a Federally-controlled information system.)
8. **52.204–21** “Basic Safeguarding of Covered Contractor Information Systems” (Applicable to Orders in which Supplier may have Federal contract information residing in or transiting through its information system.)
9. **52.204–23** “Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities”
10. **52.204-25** “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”
11. **52.207-4** “Economic Purchase Quantity –Supplies”
12. **52.211-5** “Material Requirements”
13. **52.215-20** “Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data”
14. **52.215-21** “Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications”
15. **52.215-23** “Limitations on Pass-Through Charges” (Applicable to cost-reimbursement Orders that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement Orders and fixed-price Orders, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)
16. **52.219-8** “Utilization of Small Business Concerns” (Applicable to Orders (except to small business concerns) that offer further subcontracting opportunities.)
17. **52.222-1** “Notice to the Government of Labor Disputes”
18. **52.222-4** “Contract Work Hours and Safety Standards – Overtime Compensation” (Applicable to Orders that require or involve the employment of laborers and mechanics.)
19. **52.222-21** “Prohibition of Segregated Facilities” (Applicable if FAR 52.222-26 is applicable.)
20. **52.222-26** “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.)
21. **52.222-50** “Combating Trafficking in Persons”
22. **52.222-54** “Employment Eligibility Verification” (Applicable to Orders for (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States.)

23. **52.222-55** “Minimum Wages Under Executive Order 13658” (Applicable to Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)
24. **52.222-62** “Paid Sick Leave Under Executive Order 13706” (Applicable to Orders that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
25. **52.223-7** “Notice of Radioactive Materials” (Supplier shall notify Buyer if any Goods under the 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.)
26. **52.223-11** “Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons” (Supplier shall label products which contain or are manufactured with ozone-depleting substances as described in the clause.)
27. **52.224-3** “Privacy Training” (Applicable to Orders when Supplier’s employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)
28. **52.225-1** “Buy American – Supplies”
29. **52.225-3** “Buy American Act-North American Free Trade Agreement-Israeli Trade Act”
30. **52.225-5** “Trade Agreements”
31. **52.225-8** “Duty-Free Entry” (Applicable to Orders including supplies that may be imported into the United States. 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”))
32. **52.225-13** “Restrictions on Certain Foreign Purchases”
33. **52.225-26** “Contractors Performing Private Security Functions Outside the United States” (Applicable to Orders that will be performed outside the United States in areas of (i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)
34. **52.227-3** “Patent Indemnity”
35. **52.227-9** “Refund of Royalties” (Applicable to Orders in which the amount of royalties reported during negotiation of the Order exceeds \$250.)
36. **52.227-10** “Filing of Patent Applications-Classified Subject Matter” (Applicable to Orders that cover or likely to cover classified subject matter.)
37. **52.227-11** “Patent Rights – Ownership by the Contractor” (Applicable to Orders for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.)

38. **52.227-14** “Rights in Data – General”
39. **52.228-3** “Workers' Compensation Insurance (Defense Base Act)”
40. **52.228-4** “Workers' Compensation and War-Hazard Insurance Overseas”
41. **52.228-5** “Insurance-Work on a Government Installation”
42. **52.229-3** “Federal, State and Local Taxes”
43. **52.229-6** “Taxes - Foreign Fixed-Price Contracts”
44. **52.229-10** “State of New Mexico Gross Receipts and Compensating Tax”
45. **52.232-17** “Interest”
46. **52.232-40** “Providing Accelerated Payments to Small Business Subcontractors”
(Applicable to Orders with small business concerns when Buyer receives Accelerated Payments under its prime contract.)
47. **52.234-1** “Industrial Resources Developed Under Defense Production Act Title III”
48. **52.236-13** “Accident Prevention”
49. **52.237-2** “Protection of Government Buildings, Equipment and Vegetation”
(Applicable to Orders for services to be performed on Government installations.)
50. **52.242-15** “Stop-Work Order”
51. **52.243-6** “Change Order Accounting” (Applicable to Orders for supply and research and development contracts of significant technical complexity.)
52. **52.244-5** “Competition in Subcontracting”
53. **52.244-6** “Subcontracts for Commercial Items”
54. **52.245-9** “Use and Charges”
55. **52.246-1** “Contractor Inspection Requirements”
56. **52.246-2** “Inspection of Supplies –Fixed Price”
57. **52.246-16** “Responsibility for Supplies”
58. **52.247-63** “Preference for U.S.-Flag Air Carriers” (Applicable to Orders that involve international air transportation.)
59. **52.247-64** “Preference for Privately Owned U.S.-Flag Commercial Vessels”
(Applicable to Orders, except those exempted in paragraph (e) (4) of the clause.)
60. **52.248-1** “Value Engineering”
61. **52.249-2** “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)
62. **52.249-6** “Termination (Cost-Reimbursement)”
63. **52.249-8** “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:

1. **52.222-3** “Convict Labor”
2. **52.223-18** “Encouraging Contractor Policies to Ban Text Messaging while Driving”

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

1. **52.222-27** “Affirmative Action Compliance Requirements for Construction”
2. **52.222-40** “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:

1. **52.222-20** “Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000” (Walsh-Healey Public Contracts Act)
2. **52.222-36** “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:

1. **52.204-10** “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.)

F. ORDERS OVER \$35,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.209-6** “Protecting the Government’s Interest when Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment”

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

1. **52.222-35** “Equal Opportunity for Veterans”
2. **52.222-37** “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:

1. **52.203-7** “Anti-Kickback Procedures” (Excepting subparagraph (c)(1) of the clause.)
2. **52.203-11** “Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions”
3. **52.203-12** “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:

1. **52.203-6** “Restrictions on Subcontractor Sales to the Government”
2. **52.203-17** “Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights”
3. **52.215-2** “Audit and Records – Negotiation” (Applicable to Orders: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Supplier to furnish reports as discussed in paragraph (e) of the clause.)
4. **52.215-14** “Integrity of Unit Prices” (Applicable to Orders less paragraph (b) in the clause, except for construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.)
5. **52.227-1** “Authorization and Consent and Alternate I” (Include Alternate 1 if it is included in the prime contract.)
6. **52.227-2** “Notice and Assistance Regarding Patent and Copyright Infringement”

J. ORDERS OVER \$700,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.219-9** “Small Business Subcontracting Plan” (Applicable if Order exceeds \$700,000 and Supplier is not a small business concern.)

K. COST OR PRICING DATA REQUIRED UNLESS OTHERWISE EXEMPT (SEE FAR 15.408), ORDERS ALSO INCLUDE:

1. **52.214-26** “Audit and Records-Sealed Bidding”
2. **52.214-27** “Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding”
3. **52.214-28** “Subcontractor Cost or Pricing Data—Modifications Sealed Bidding”

4. **52.215-10** “Price Reduction for Defective Certified Cost or Pricing Data”
5. **52.215-11** “Price Reduction for Defective Certified Cost or Pricing Data – Modifications”
6. **52.215-12** “Subcontractor Certified Cost or Pricing Data”
7. **52.215-13** “Subcontractor Certified Cost or Pricing Data – Modifications”
8. **52.215-15** “Pension Adjustments and Asset Reversions”
9. **52.215-18** “Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions”
10. **52.215-19** “Notification of Ownership Changes”

L. ORDERS OVER \$5,500,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.203-14** “Display of Hotline Poster(s)” (Applicable if Order exceeds \$5,500,000, but does not apply to Orders for commercial items or if the Order is performed entirely overseas)

M. ORDERS THAT HAVE A VALUE OF MORE THAN \$5,500,000 (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:

1. **52.203-13** 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 “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.)

N. ORDERS THAT HAVE A VALUE OF MORE THAN \$10,000,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.222-24** “Pre-award On-Site Equal Opportunity Compliance Evaluation”

O. COST REIMBURSEMENT, TIME & MATERIAL, OR LABOR HOUR ORDERS ALSO INCLUDE:

1. **52.216-7** “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.)
2. **52.216-8** “Fixed Fee” (Applicable if this is a cost plus fixed fee Order.)

3. **52.216-10** “Incentive Fee” (Applicable if this is a cost plus incentive fee Order.)
4. **52.216-11** “Cost Contract -No Fee” (Applicable if this is a cost no fee Order.)
5. **52.232-7** “Payments under Time-and-Materials and Labor-Hour Contracts” – (“schedule” means the Order, “voucher(s)” means invoice(s).
6. **52.232-20** “Limitation of Cost” (Applicable to fully funded Orders.)
7. **52.232-22** “Limitation of Funds” (Applicable to incrementally funded Orders.)
8. **52.243-2** “Changes – Cost-Reimbursement” (Applicable to cost-reimbursement Orders.)
9. **52.243-3** “Changes – Time and Material or Labor-Hours” (Applicable to time and material or labor hour Orders.)
10. **52.244-2** “Subcontracts” (paragraphs (g) and h) only apply)
11. **52.246-3** “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.)
12. **52.246-5** “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.)
13. **52.246-6** “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.)
14. **52.249-6** “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.)
15. **52.249-14** “Excusable Delays”

Additional Clauses:

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

1. **52.230-2** “Cost Accounting Standards”
2. **52.230-3** “Disclosure and Consistency of Cost Accounting Practices”
3. **52.230-5** “Cost Accounting Standards – Educational Institution”
4. **52.230-6** “Administration of Cost Accounting Standards”

B. OTHER CLAUSES AS APPLICABLE:

1. **52.203-15** “Whistleblower Protections Under the American Recovery and Reinvestment Act” (Applies if funded with ARRA funds)
2. **52.204-2** “Security Requirements” (Applicable to Orders that involve access to classified information. Any reference to the Changes clause is excluded.)
3. **52.211-15** “Defense Priority and Allocation Requirements” (Applies if priority rating is noted on this Order)
4. **52.215-16** “Facilities Capital Cost of Money” (Applicable to Cost Type Orders)
5. **52.215-17** “Waiver of Facilities Capital Cost of Money” (Applicable to Cost Type Orders)
6. **52.222-11** “Subcontracts (Labor Standards)” (Applies if the Order is for construction within the United States)
7. **52.222-34** “Project Labor Agreements” (Applicable to Construction Orders)
8. **52.222-41** “Service Contract Labor Standards” (Applicable to Orders that are subject to the Service Contract Labor Standards statute.)
9. **52.222-51** “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)
10. **52.222-53** “Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements” (Applicable to Orders for Exempt Services)
11. **52.223-3** “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.)
12. **52.223-15** “Energy Efficiency in Energy-Consuming Products”
13. **52.225-21** “Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act - Construction Materials” (Applicable to Construction Subcontracts)
14. **52.225-23** “Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act - Construction Materials Under Trade Agreements” (Applicable to Construction Subcontracts)
15. **52.227-13** “Patent Rights-Ownership by the Government”
16. **52.230-4** “Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns”
17. **52.232-27** “Prompt Payment for Construction Contracts”
18. **52.245-1** “Government Property”
19. **52.246-26** “Reporting Nonconforming Items” (Except as provided in paragraph (g)(2) of the clause, this clause is applicable to Orders for (i) goods subject to higher-level quality standards in accordance with the clause at FAR 52.246–11, Higher-Level Contract Quality Requirement; (ii) goods that Buyer has identified

herein as critical items for which use of the clause is appropriate; (iii) electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of the clause, if the Order exceeds the simplified acquisition threshold and the Order is issued under a Department of Defense contract (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112–81)); or (iv) for the acquisition of services, if Supplier will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of the clause.)

DoD Acquisitions:

1. When the materials, parts, and products (“goods”) or services, including the products resulting from services ordered are for use in connection with a United States Government (“Government”) Department of Defense prime contract or higher-tier subcontract, in addition to the clauses in the Order and the FAR provisions and clauses above, the following Department of Defense FAR Supplement (DFARS) provisions and clauses, shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each DFARS provision and clause shall be the same version as that which appears in Buyer’s prime contract, or higher-tier subcontract under which the Order is a subcontract. In the event of a conflict between these DFARS provisions and clauses and the Order clauses or the FAR provisions and clauses, the DFARS provisions and clauses shall control.

2. The following DFARS provisions and clauses in effect as of the date of the prime contract are incorporated herein, unless made inapplicable by a corresponding note in this Section, with the same force and effect as if they were given in full text. In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. If any of the following DFARS provisions and clauses do not apply to the Order, such provisions and clauses are considered self-deleting. Supplier shall incorporate into each lower tier contract issued in support of the Order all applicable DFARS provisions and clauses in accordance with the flow down requirements specified in such provisions and clauses. With respect to any applicable DFARS clauses incorporated into the Order relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the Supplier grants to Buyer the right to use, disclose, modify, combine, integrate or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under the Order to the extent necessary, and for such

period as is required, for Buyer to complete its performance under the Buyer's U.S. Government programs.

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

1. **252.203-7000** "Requirements Relating to Compensation of Former DoD Officials"
2. **252.203-7002** "Requirement to Inform Employees of Whistleblower Rights"
3. **252.204-7000** "Disclosure of Information" (Applicable to Orders when Supplier will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)
4. **252.204-7012** "Safeguarding of Unclassified Controlled Technical Information" (Applicable to Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
5. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
6. **252.204-7012** "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.)
7. **252.204-7012** "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.)
8. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Orders under DoD contracts awarded after October 20, 2016 for operationally critical support, or for which Order performance will involve covered defense information.)
9. **252.204-7015** "Disclosure Of Information To Litigation Support Contractors"
10. **252.204-7018** "Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services"
11. **252.208-7000** "Intent to Furnish Precious Metals as Government Furnished Material"
12. **252.211-7003** "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.)
13. **252.222-7000** "Restrictions on Employment of Personnel"
14. **252.223-7001** "Hazard Warning Labels" (Applicable to Orders for goods that require submission of hazardous material data sheets (see FAR 23.302(c)).)

15. **252.223-7002** “Safety Precautions for Ammunition and Explosives” (Applicable to Orders that involve ammunition or explosives. “Government” means “Government and/or Buyer”.)
16. **252.223-7003** “Change in Place of Performance – Ammunition and Explosives” (Applicable to Orders that involve ammunition or explosives.)
17. **252.223-7006** “Prohibition on Storage and Disposal of Toxic and Hazardous Materials”
18. **252.223-7007** “Safeguarding Sensitive Conventional Arms, Ammunition and Explosives” (Applicable to Orders for (i) the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E), or (ii) when AA&E will be provided to the Supplier as Government-furnished property.)
19. **252.223-7008** “Prohibition of Hexavalent Chromium” (Applicable to all Orders for supplies, maintenance and repair services, or construction materials.)
20. **252.225-7001** “Buy American Act and Balance of Payments Program” (Supplier must deliver goods that contain more than 50% United States or Qualifying Country content pursuant to the clause.)
21. **252.225-7002** “Qualifying Country Sources as Subcontractors”
22. **252.225-7007** “Prohibition on Acquisition of United States Munitions List 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.)
23. **252.225-7008** “Restriction on Acquisition of Specialty Metals” (Applicable to Orders for the delivery of specialty metals as end items to Buyer or Supplier to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
24. **252.225-7009** “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause.) (Applicable to Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.)
25. **252.225-7010** “Commercial Derivative Military Article—Specialty Metals Compliance Certificate”
26. **252.225-7012** “Preference for Certain Domestic Commodities”
27. **252.225-7013** “Duty-Free Entry” (Applicable to all Orders with Sellers who are located in a "Qualifying country" as defined in DFARS Part 225.8; or if the estimated U.S. duty for the Goods will exceed \$200 per unit. The information required by paragraph (j)(3) of this clause is available upon request.)
28. **252.225-7015** “Restriction on Acquisition of Hand or Measuring Tools”
29. **252.225-7016** “Restriction on Acquisition of Ball and Roller Bearings” (Applicable to Orders for Goods that contain ball or roller bearings.)
30. **252.225-7021** “Trade Agreements”
31. **252.225-7025** “Restriction on Acquisition of Forgings”
32. **252.225-7030** “Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate”

33. **252.225-7033** “Waiver of United Kingdom Levies” (Applicable to Orders where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.)
34. **252.225-7036** “Buy American Act-Free Trade Agreement Balance of Payments Program”
35. **252.225-7038** “Restriction on Acquisition of Air Circuit Breakers”
36. **252.225-7040** “Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States” (Applicable to Orders that will be performed when Seller’s personnel or Seller’s subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
37. **252.225-7043** “Antiterrorism/Force Protection for Defense Contractors Outside the United States”
38. **252.225-7048** “Export-Controlled Items”
39. **252.225-7052** “Restriction on the Acquisition of Certain Magnets and Tungsten”. (Applicable to Orders under DoD contracts awarded after February 7, 2020 for the delivery of goods containing a covered material, unless an exception in paragraph (c) of the clause applies).
40. **252.227-7013** “Rights in Technical Data – Noncommercial Items” (Applicable to solicitations and resulting Orders when Buyer will be required to deliver to the Government Supplier’s technical data pertaining to noncommercial items, or pertaining to commercial items for which the Government will have paid for any portion of the development costs.)
41. **252.227-7014** “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation” (Applicable to solicitations and resulting Orders when Supplier’s performance will require delivery of computer software or computer software documentation.)
42. **252.227-7015** “Technical Data – Commercial Items” (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Order for delivery to the Government.)
43. **252.227-7016** “Rights in Bid or Proposal Information” (Applicable to solicitations and resulting Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.)
44. **252.227-7017** “Identification and Assertion of Use, Release, or Disclosure Restrictions” (Applicable to solicitations and resulting Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.)
45. **252.227-7019** “Validation of Asserted Restrictions – Computer Software” (Applicable to all Orders when Supplier’s performance includes the furnishing of computer software that Buyer will furnish to the Government.)
46. **252.227-7020** “Rights in Special Works” Rights in Special Works
47. **252.227-7021** “Rights in Data-Existing Works”

48. **252.227-7022** “Government Rights (Unlimited)”
49. **252.227-7023** “Drawings and Other Data Become Property of Government”
50. **252.227-7025** “Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends”
51. **252.227-7026** “Deferred Delivery of Technical Data or Computer Software”
52. **252.227-7027** “Deferred Ordering of Technical Data or Computer Software”
53. **252.227-7028** “Technical Data or Computer Software Previously Delivered to the Government” (Applicable to solicitations for Orders when the resulting Order will require the Supplier to deliver technical data.)
54. **252.227-7030** “Technical Data - Withholding of Payment”
55. **252.227-7032** “Rights in Technical Data and Computer Software (Foreign)”
56. **252.227-7033** “Rights in Shop Drawings”
57. **252.227-7037** “Validation of Restrictive Markings on Technical Data” (Applicable to Orders requiring the delivery of technical data.)
58. **252.227-7038** “Patent Rights – Ownership by the Contractor (Large Business)” (Applicable to Orders for experimental, developmental, or research work if the Supplier is not a small business or nonprofit organization, unless a different patent rights clause is required by FAR 27.303.)
59. **252.228-7001** “Ground and Flight Risk”
60. **252.228-7005** “Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles” (Applicable to Orders for aircraft, missile, or space launch vehicles being manufactured, modified, repaired, or overhauled. Supplier must cooperate and assist Buyer in accident investigations.)
61. **252.236-7000** “Modification Proposals –Price Breakdown”
62. **252.239-7010** “Cloud Computing Services” (Applicable to Orders that involve or may involve cloud services.)
63. **252.244-7000** “Subcontracts for Commercial Items and Commercial Components (DoD Contracts)”
64. **252.246–7007** “Contractor Counterfeit Electronic Part Detection and Avoidance System” (Applicable to Orders when the goods or services include *electronic parts* or assemblies containing *electronic parts*. This clause applies to all Suppliers, at all tiers, without regard to whether the Supplier itself is subject to CAS.)
65. **252.246-7008** “Sources of Electronic Parts” (Applicable to Orders for *electronic parts* or assemblies containing *electronic parts*, unless Supplier is the original manufacturer.)
66. **252.247-7024** “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:

1. **252.203-7001** “Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies”
2. **252.215-7010** “Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data”
3. **252.225–7052** “Restriction on the Acquisition of Certain Magnets and Tungsten”. (Applicable to Orders for the delivery of goods, unless an exception at paragraph (c) of the clause applies).

C. ORDERS OVER \$500,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.226-7001** “Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns”

D. ORDERS OVER \$700,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.219-7003** “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.)

E. ORDERS OVER \$1,500,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **252.211-7000** “Acquisition Streamlining”

F. OTHER CLAUSES AS APPLICABLE:

1. **252.203-7004** “Display of Fraud Hotline Poster(s)”
2. **252.204-7009** “Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information”
3. **252.222-7006** “Restricting the Use of Mandatory Arbitration Agreements” (Supplier certifies by acceptance of the Order that (i) Supplier complies with all requirements set out in the clause and (ii) Supplier requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of the clause, with respect to any employee or independent contractor performing work related to such subcontract.)
4. **252.229-7011** “Reporting of Foreign Taxes-U.S. Assistance Programs” (Applies to Orders for commodities that exceed \$500)

5. **252.231-7000** “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.)
6. **252.235-7003** “Frequency Authorization” (Applicable to Orders requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.)
7. **252.239-7016** “Telecommunications Security Equipment, Devices, Techniques, and Services” (Applies in accordance with paragraph (e) of the clause)
8. **252.239-7017** “Notice of Supply Chain Risk” (All Orders that that involve the development or delivery of any information technology whether acquired as a service or as a supply)
9. **252.239-7018** “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.)
10. **252.245-7001** “Tagging, Labeling, and Marking of Government Furnished Property” (Applies when FAR 52.245-1 applies)
11. **252.245-7002** “Reporting Loss of Government Property” (Applies when FAR 52.245-1 applies)
12. **252.245-7003** “Contractor Property Management System Administration”(Applies when FAR 52.245-1 applies)
13. **252.245-7004** “Reporting, Reutilization, and Disposal” (Applies when FAR 52.245-1 applies)
14. **252.246-7001** “Warranty of Data”
15. **252.246-7003** "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.)
16. **252.247-7003** “Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer”
17. **252.247-7023** “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.”)
18. **252.249-7002** “Notification of Anticipated Contract Terminations or Reductions” (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:

1. When the materials, parts, and products (“goods”) or services, including the products resulting from services ordered are for use in connection with a NASA prime contract or higher-tier subcontract, in addition to the clauses in the Order and the FAR and DFARS provisions and clauses above, the following NASA FAR Supplement provisions and clauses, shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each NASA provision and clause shall be the same version as that which appears in Buyer’s prime contract, or higher-tier subcontract under which the Order is a subcontract.

2. The following NASA provisions and clauses in effect as of the date of the prime contract are incorporated herein, unless made inapplicable by a corresponding note in this Section, with the same force and effect as if they were given in full text. In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. If any of the following NASA provisions and clauses do not apply to the Order, such provisions and clauses are considered self-deleting. Supplier shall incorporate into each lower tier contract issued in support of the Order all applicable NASA provisions and clauses in accordance with the flow down requirements specified in such provisions and clauses.
 - a. Requirement to Inform Employees of Whistleblower Rights 1852.203-71
 - b. Security Classification Requirements 1852.204-75
 - c. Security Requirements for Unclassified Information Technology Resources 1852.204-76
 - d. Restrictions on Printing and Duplicating 1852.208-81
 - e. Limitation of Future Contracting 1852.209-71
 - f. Packaging Handling and Transportation 1852.211-70
 - g. Make or Buy Program Requirements 1852.215-78
 - h. Price Adjustments for “Make-or-Buy” Changes 1852.215-79
 - i. Individual Subcontracting Reporting 1852.219-75
 - j. Authorization for Radio Frequency Use 1852.223-71
 - k. Safety and Health (Short Form) 1852.223-72
 - l. Safety and Health Plan 1852.223-73
 - m. Drug and Alcohol-Free Workforce 1852.223-74
 - n. Major Breach of Safety or Security 1852.223-75
 - o. Duty Free Entry of Space Articles 1852.225-8
 - p. Export Licenses 1852.225-70
 - q. Patent Rights - Ownership by the Contractor 1852.227-11

- r. Rights in Data – General 1852.227-14
- s. Rights in Data - Special Works 1852.227-17
- t. Commercial Computer Software - Restricted Rights 1852.227-19
- u. New Technology 1852.227-70
- v. Requests for Waiver of Rights to Inventions 1852.227-71
- w. Designation of New Technology Representative and Patent Representative 1852.227-72
- x. Patent Rights Clauses 1852.227-84
- y. Invention Reporting and Rights - Foreign 1852.227-85
- z. Commercial Computer Software – Licensing 1852.227-86
- aa. Minimum Insurance Coverage 1852.228-75
- bb. Cross-Waiver of Liability for Space Station Services 1852.228-76
- cc. Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches 1852.228-78
- dd. Determination of Compensation Reasonableness 1852.231-71
- ee. Submission of Requests for Progress Payments 1852.232-82
- ff. Notice of Earned Value Management System 1852.234-1
- gg. Earned Value Management System 1852.234-2
- hh. Center for Aerospace Information 1852.235-70
- ii. Pension Portability 1852.237-71
- jj. Travel Outside the U.S. 1852.242-71
- kk. NASA Contractor Financial Management Reporting 1852.242-73
- ll. Shared Savings 1852.243-71
- mm. Equitable Adjustments 1852.243-72
- nn. Geographic Participation in the Aerospace 1852.244-70
- oo. Contractor Requests for Government-Owned Equipment 1852.245-70
- pp. Installation-Accountable Government Property 1852.245-71
- qq. Liability for Government Property Furnished for Repair or Other Services 1852.245-72
- rr. Financial Reporting of NASA Property in the Custody of Contractors 1852.245-73
- ss. Identification and Marking of Government Equipment 1852.245-74
- tt. Property Management Changes 1852.245-75
- uu. List of Government Furnished Property 1852.245-76
- vv. List of Installation-Accountable Property and Services 1852.245-77
- ww. Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value 1852.245-79
- xx. Government Property Management Information 1852.245-80
- yy. Human Space Flight Item 1852.246-73
- zz. Protection of the Florida Manatee 1852.247-71