

QinetiQ, Inc.
 Terms & Conditions and FAR & DFARS Clauses
 For
 Noncommercial / Developmental Items Purchased under U. S. Government Contracts

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Introduction / Instructions on Use of this Document

The following Terms & Conditions, Federal Acquisition Regulations (FAR) clauses, Defense Federal Acquisition Regulations (DFARS) clauses, unless self-deleting by definition or by FAR or DFARS prescription, apply to all QinetiQ noncommercial / developmental items purchased under U.S. Government contracts.

Terms and Conditions are listed in alphabetical order by title and subtitle(s) and delineated by separate but interdependent provision stipulations; FAR and DFARS clauses are listed in numeric order.

FAR & DFARS clauses provided herein are incorporated by reference, with the same force and effect as if they were given in full text. Each clause includes the following information: (i) title; (ii) month and year of its release; (iii) dollar threshold (if applicable); (iv) prescription reference number; and (v) prescription description (if notable).

FAR and DFARS clauses provided herein are current as of the date shown in the footer of this document and may be updated from time to time as deemed appropriate by QinetiQ. Requests to change or claims for exception or exemption to any of the Terms & Conditions or FAR & DFARS clauses herein must: (i) be in writing and (ii)

include an explanation / rationale. All such requests must be submitted to and approved by an authorized representative of QinetiQ.

Definitions

1. “Buyer” shall refer to QinetiQ
2. “Contract” shall refer to the Subcontract
3. “Contracting Officer” shall refer to the U.S. Government contracting officer
4. “Party” or “Parties” shall refer to Buyer and Seller individually or collectively
5. “Prime Contract” shall refer to the applicable U.S. Government or customer contract
6. “Product” shall refer to materials, supplies or services to be delivered by Seller to Buyer under a Contract
7. “Seller” shall refer to the Party under or contemplated to be under a Contract with the Buyer
8. “Subcontract” shall refer to the Contract instrument

Terms & Conditions

1. Acceptance of Order / Terms & Conditions

- a. Seller’s acknowledgement of a Contract, or commencement of work, or acceptance of payment under a Contract shall constitute Seller’s unqualified acceptance of the Contract and these Terms & Conditions, FAR & DFARS clauses, and Prime Contract flowdowns (if applicable).
- b. The Contract constitutes the entire agreement between the Parties and supersedes all other preceding offers, negotiations or agreements, expressed or implied, oral or written, concerning the Contract.
- c. In the event that the Contract does not state price or delivery, Buyer shall not be bound to any price or delivery schedule to which it has not specifically agreed to in writing.
- d. Seller proposed terms & conditions not expressly agreed to in writing by the Buyer are objected to by Buyer and shall be void and have no effect on the Contract.
- e. Headings used herein are for the convenience of the Parties and shall not define, limit, or describe the scope or the intent of the provisions thereto.

2. Assignment

- a. Any assignment of Seller’s Contract rights or delegation of its duties or obligations hereunder shall be void, unless prior written consent is given by Buyer.
- b. Seller may assign rights to be paid amounts due, or to become due, to a financing institution provided that Buyer is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of said amounts. Such amounts assigned shall be subject to setoff or recoupment for any present or future claim of Buyer against Seller. Buyer shall have the right to make settlements / adjustments in price without notice to any assignee financing institution.

3. Changes / Scope of Work / Equitable Adjustment

- a. From time to time, by written notice, Buyer may make changes to the Contract. A change may be to the technical specifications, quality requirements, delivery dates or any other material aspect of the Contract; it may originate by the Buyer, or the Buyer’s customer, or the Seller.
- b. If Seller believes that a change constitutes a material change to the scope of work, such that price or delivery are affected, Seller may, within a reasonable period of time from when the change was first made known, make a request for equitable adjustment.
- c. Buyer and Seller shall negotiate in good faith to determine the validity of a request for equitable adjustment, and if found to be valid, to determine a fair and reasonable price thereto.
- d. Seller shall diligently proceed with the performance of the Contract during a change or equitable adjustment process as directed by the Buyer.

4. Compliance with Law / Governing Law

- a. Seller, in performance of the Contract, agrees to comply with all applicable federal, state and municipal laws, ordinances, directives, and guidelines, and any and all rules and regulations thereunder.
- b. Seller shall procure all licenses / permits and pay all fees and other charges that may be required in the performance of the Contract.
- c. The Contract and any matter arising out of or relating to it shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

5. Contract Closeout

Upon successful completion of the Contract, Seller shall submit to Buyer all close out documentation as specified by Buyer in the Contract, which may include but are not limited to: (i) final invoice; (ii) Seller's release; (iii) Seller's assignment of refunds, rebates, credits, and other amounts; (iv) report of inventions (DD882); and (v) property report (DD1662).

6. Contract Direction

- a. Seller shall take direction only from the designated authorized representative of the Buyer with regard to any and all material aspects of the Contract, including but not limited to: (i) acceptance; (ii) changes; (iii) export control; and (iv) termination.
- b. Seller may and is encouraged to communicate directly with Buyer engineering / technical personnel as needed prior to or during the performance of the Contract. However, such communication shall not constitute a change as defined under the applicable FAR "Changes" clause of the Contract and shall not be a basis for equitable adjustment.

7. Counterfeit Parts / Work

- a. For the purpose of this Section, counterfeit parts / work are defined as parts / work that have been altered to resemble authentic parts / work with the intent to deliberately mislead, misrepresent, or defraud.
- b. Seller shall not deliver counterfeit parts /work to the Buyer under the Contract.
- c. Seller represents and warrants that only new and authentic parts / work will be used in the performance of the Contract.
- d. Seller shall immediately notify Buyer if Seller becomes aware of or suspects that it has furnished counterfeit parts / work to the Buyer, and shall assist Buyer in determining the extent and resolution of the matter, up to and including any and all expenses required to replace the counterfeit parts / work and the establishment of new policies and procedures to prevent recurrence.

8. Delivery / Notice of Delay

- a. Delivery is a critical element to the performance of the Contract. Seller's failure to meet delivery dates, if unexcused, constitutes a material breach of the Contract; and no acts of the Buyer, including without limitation changes or acceptance of late deliveries shall constitute waiver of this provision.
- b. Seller shall notify Buyer in writing immediately upon any actual or potential delay to perform the Contract. Such notice shall include a proposed revised delivery schedule; however, such notice and proposal or Buyer's acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.

9. Disputes

- a. Except as otherwise provided in the Contract, Buyer and Seller shall have the right to redress any dispute arising under or related to the Contract.
- b. Executive level reviews by Buyer and Seller respective organizations shall occur if the dispute cannot be disposed of by mutual agreement at the program level within a period of thirty (30) days after one party has provided the other written notice of the dispute.
- c. In the event that executive level reviews are unsuccessful in resolving the dispute within one hundred twenty (120) days, both parties shall endeavor to settle the dispute by non-binding mediation under the CPR Institute for Dispute Resolution Mediation Procedure that is current as of the date of the dispute.
- d. If the dispute is still not resolved within thirty (30) days after the appointment of a mediator, the parties agree to resolve the dispute by binding arbitration by a sole arbitrator in accordance with CPR Rules for Non-Administered Arbitration in effect on the date of the Contract. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon award rendered by the arbitrator may be entered into any court having jurisdiction thereof pursuing any right or remedy which Buyer or Seller, as the case may be, may have at law, or in equity, or under the Contract in any U.S. court of competent jurisdiction.
- e. The arbitrator is not empowered to award punitive damages or damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such punitive damages or excess damages.
- f. Any dispute not resolved by arbitration may be decided by recourse to an action at law or in equity.
- g. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, including the delivery of Product in accordance with Buyer's direction.
- h. Upon resolution of any such dispute, the Contract shall be equitably adjusted, if necessary, to reflect such resolution.

10. Electronic Contracting

If the Contract or acknowledgement thereto is transmitted electronically neither Party shall contest the validity of the Contract or its acknowledgement on the basis that they contain an electronic signature.

11. Export Control

- a. Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including but not limited to: (i) Arms Export Control Act 22 U.S.C. 2751-2794; (ii) International Traffic in Arms Regulations (ITAR) 22 C.F.R. 120 et seq.; and (iii) Export Administration Regulations 15 C.F.R. 730-774.
- b. Seller agrees to obtain all export licenses required to perform the Contract at their expense.
- c. Seller agrees that it will not transfer any export controlled items, data or services to foreign persons employed by, associated with or under contract to Seller or Seller's lower tier subcontractors, without the authority of an export license, agreement or applicable exception or exemption.
- d. Seller agrees to notify Buyer if any Product delivered under the Contract is restricted by export control laws or regulations.
- e. Seller shall immediately notify Buyer if Seller is or becomes listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
- f. If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the Office of the Directorate of Defense Trade Controls (DDTC), as required by ITAR, and it maintains an effective export / import compliance program in accordance with ITAR.

- g. If Seller is a signatory under a Buyer export license or export agreement, Seller shall provide prompt notification to Buyer in the event of changed circumstances including but not limited to: (i) ineligibility; (ii) a violation or potential violation of the ITAR; and (iii) the initiation or existence of a U.S. Government investigation that may affect Seller's ability to perform the Contract.
- h. Seller shall be solely responsible for and hold the Buyer and its customer harmless from and against any and all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

12. Extras

- a. Product shall not be supplied in excess of the quantities specified in the Contract.
- b. Seller shall be liable for shipping and handling costs associated with the return of excess quantities.

13. Force Majeure

- a. Neither Party shall be liable for failure to perform the Contract due to any cause beyond their reasonable control and without their fault or negligence. Such causes may include but are not limited to: (i) acts of God; (ii) acts of the public enemy; and (iii) acts of a government in its sovereign or contractual capacity.
- b. The Party whose performance of the Contract is affected by "Force Majeure" shall notify the other Party in writing and the Parties shall negotiate in good faith to determine a fair and reasonable adjustment to the performance requirements of the Contract.

14. Furnished Equipment

- a. If required in the performance of the Contract, the U.S. Government or the Buyer or the Buyer's customer may furnish to Seller equipment owned by the U.S. Government (Government Furnished Equipment or GFE) or by the Buyer or Buyer's customer (Customer Furnished Equipment or CFE).
- b. Such furnished equipment, which may be in the form of parts, products, or facilities, shall be used by Seller only for the performance of the Contract.
- c. Title to furnished equipment shall remain with the original owner of the equipment.
- d. Seller shall conspicuously mark furnished equipment to show its ownership.
- e. Notwithstanding normal wear and tear, Seller shall be responsible for, and promptly notify Buyer of any loss or damage to furnished equipment.
- f. Without additional charge, Seller shall manage, maintain, and preserve furnished equipment in accordance with good commercial practices.
- g. Upon Buyer's request and/or completion, expiration or termination of the Contract, Seller shall submit, in an acceptable form, inventory lists of furnished equipment and shall deliver or make other such disposal of furnished equipment as directed by the Buyer.
- h. With respect to GFE, or property to which the Government may take title to under the Contract, FAR 52.245-1 Government Property shall apply in lieu of the preceding paragraphs in this clause.

15. Gratuities / Kickbacks

- a. For the purpose of this Section, a gratuity or kickback is defined as the offer or provision of gifts, entertainment or other such enticements by the Seller to the Buyer for the purpose of obtaining or rewarding favorable treatment.
- b. Seller shall not offer or give a gratuity or a kickback to Buyer.

- c. By accepting the Contract, Seller certifies and represents that it has not made nor solicited and will not make nor solicit kickbacks in violation of FAR 52.203-07 or the Anti-Kickback Act of 1986 (41 U.S.C. 51-58).

16. Independent Contractor Relationship

- a. Seller is an independent contractor in all its operations and activities hereunder.
- b. Personnel employed by Seller in performance of the Contract shall be Seller's employees exclusively without any relation whatsoever to the Buyer.
- c. Seller shall be solely responsible for and hold Buyer and its customer harmless from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

17. Inspection and Test

- a. Buyer or the Buyer's customer or the U.S. Government shall have the right to inspect and/or test Seller's Product at all reasonable times and places before, during and after Seller's performance and delivery under the Contract.
- b. Seller shall, without additional charge, make available and furnish to representatives of Buyer or Buyer's customer or the U.S. Government, all reasonable facilities, information and assistance necessary for the safe and convenient inspection and test of Product under the Contract.
- c. Buyer's acceptance of Product under the Contract shall not void / diminish Buyer's rights or be final or binding upon Buyer in the event that latent defects, fraud, or misrepresentation on the part of the Seller exists.
- d. Neither Buyer's actions to inspection and/or test nor Buyer's failure to inspect and/or test Seller's Product under the Contract shall relieve Seller of any responsibility to perform according to the terms of the Contract.

18. Insurance

- a. Seller shall carry and maintain Comprehensive General Liability Insurance with limits not less than \$1,000,000 per occurrence for bodily injury, \$1,000,000 general aggregate and \$1,000,000 product aggregate, as well as \$1,000,000 per occurrence for property damage, automobile liability insurance with limits not less than \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage and worker's compensation insurance as required by law.
- b. Seller shall name Buyer as an additional insured.
- c. Such insurance coverage shall not be cancellable or materially changed except upon Seller's prompt written notification to Buyer.
- d. Seller agrees to flow this insurance requirement to any of its subcontractors that are to perform work under the Contract.

19. Intellectual Property / Infringement / Patent Indemnification

- a. Seller warrants that work performed or Product delivered under the Contract will not infringe or otherwise violate the intellectual property rights of any third party in the U.S. or any foreign country.
- b. Except to the extent that the U.S. Government assumes liability thereto, Seller agrees to defend, indemnify, and hold harmless Buyer and its customer from and against claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is

based upon a claim that the work performed or Product delivered under the Contract infringes or otherwise violates the intellectual property rights of any person or entity.

- c. Seller's obligation to defend, indemnify, and hold harmless Buyer and its customer aforesaid in this clause shall not apply to the extent that FAR 52.227-01 "Authorization and Consent" applies to Buyer's Prime Contract for infringement of a U.S. patent and Buyer and its customers are not subject to any claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.
- d. In addition to the Government's rights in data and inventions, Seller agrees that Buyer, in the performance of its Prime Contract obligation, shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of the Contract.
- e. The tangible medium storing all reports, memoranda or other materials in written form, including machine readable form, prepared by Seller and furnished to Buyer pursuant to the Contract shall become the sole property of the Buyer.

20. Nonconforming Product

- a. For the purpose of this Section, nonconforming product is defined as Product that does not meet the specification requirements set forth in and is unfit for its intended use under the Contract.
- b. Buyer reserves the right to disposition nonconforming Product under the Contract as it sees fit.
- c. Buyer's disposition of nonconforming Product may include but is not limited to: (i) rejection and requirement that Seller repair, rework or replace nonconforming Product; (ii) acceptance and requirement that Seller repair, rework, replace nonconforming Product; (iii) rejection and requirement that Seller reimburse the purchase price of nonconforming Product; and (iv) any combination of the preceding.
- d. Seller shall be responsible for any and all costs that may be incurred for remedial actions caused by a nonconforming Product event.
- e. Seller's obligations with respect to nonconforming Product shall continue throughout the warranty period under the Contract.

21. Open Source Software

- a. This clause applies to Contracts for Product that includes the delivery of software, including software residing on hardware.
- b. Seller shall not deliver any Free, Libre and Open Source Software (FLOSS) under or in connection to the Contract without Buyer's prior written consent, forewhich Buyer may withhold at its sole discretion.
- c. Seller agrees to defend, indemnify, and hold harmless Buyer, its customer and suppliers from and against claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to the use or delivery of FLOSS under the Contract.

22. Order of Precedence

Any inconsistencies in the Contract shall be resolved in accordance with the following descending order of precedence: (i) Subcontract; (ii) Terms & Conditions and FAR & DFAR clauses herein; (iii) Prime Contract flowdowns, if applicable; (iv) Statement of Work (SOW), if applicable; and (v) technical specifications.

23. Packing and Shipping

- a. Seller shall ensure that Product delivered under or in connection with the Contract is properly packaged and shipped in accordance with Buyer's written instructions and/or good commercial practices.
- b. Seller shall include Buyer's Contract number on all pertinent shipping documents.
- c. Unless otherwise stated by Buyer in the Contract, shipments under the Contract shall be Free-on-Board (FOB) origin.

24. Payment / Invoicing / Taxes / Duties

- a. Unless otherwise specified by Buyer in the Contract, payment terms under the Contract shall be net forty five (Net 45) days from the date Buyer approves and/or posts Seller's invoice for payment.
- b. Each payment made to Seller under the Contract shall be subject to reduction to the extent of amounts which are found by Buyer or Seller not to have been properly payable.
- c. Each payment made to Seller under the Contract shall be subject to reduction for overpayment; Seller shall promptly notify Buyer of any such overpayments found by Seller.
- d. Buyer reserves the right to recoup and/or setoff, as the case may be, against payments due or at issue under the Contract or any other contract between the Parties.
- e. Payment shall be deemed to have been made as of the date of mailing Buyer's payment or electronic funds transfer.
- f. Unless otherwise specified by Buyer, prices as they appear on Seller's invoice are assumed to include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government.
- g. Invoice instructions, in order of preference:
 - Electronic Summary Invoice sent to QinetiQ Accounts Payable.
 - Electronic Invoice emailed to Buyer
 - Paper Invoice mailed to QinetiQ Inc.

25. Price Reduction for Defective Cost or Pricing Data

- a. If: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Buyer; or (iv) Buyer incurs any costs or damages as a result of any violation of applicable laws, orders, rules, regulations or ordinances by Seller, its officers, employees, agents, suppliers or subcontractors at any tier, Buyer may proceed as provided for in Paragraph (c) below.
- b. If submission of cost or pricing data is required or requested by Buyer or its customer at any time prior to or during performance of the Contract, and if Seller or its lower tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon Buyer's request to provide cost or pricing data, submit cost or pricing data, whether certified or not at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on Buyer's Certificate of Current Cost or Pricing data; (iii) claim an exception or exemption to a requirement to submit cost or pricing data and such exception or exemption is invalid; (iv) furnish data of any description that is inaccurate; or (v) the U.S. Government alleges any of the foregoing; and as a result: (1) Buyer's contract price or fee is reduced; (2) Buyer's costs are determined to be unallowable; (3) any fines, penalties, withholdings or interest are assessed on Buyer;

or (4) Buyer incurs any other costs or damages; Buyer may proceed as provided in Paragraph (c) below.

- c. Upon occurrence of any of the circumstances, other than withholdings, identified in Paragraphs (a) and (b) above, Buyer may make a reduction of corresponding amounts, in whole or in part, in the price of the Contract or any other contract with Seller, and/or may demand payment, in whole or in part, of the corresponding amounts.
- d. Seller shall promptly pay such amounts so demanded; in the case of withholdings, Buyer may withhold the same amount from Seller under the Contract.
- e. Buyer reserves the right to recoup and/or setoff, as the case may be, against payments due or at issue under the Contract or any other contract between the Parties.

26. Priority Rating

If so identified, the Contract is a “rated order” certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) regulation 15 C.F.R. Part 700.

27. Privity of Contract / Communication with Buyer’s Customer

Buyer shall be solely responsible for all liaison and coordination with Buyer’s customer, including the U.S. Government, as it affects the applicable Prime Contract, the Contract, and any related contract.

28. Product Obsolescence

Seller shall provide Buyer with a “Last Time Buy Notice” immediately after being made aware that Product will become obsolete. Upon receipt of such notice, Buyer reserves the option to place a “Last Time Purchase” under the Contract.

29. Proprietary Information

- a. Buyer shall not provide any proprietary information to Seller without prior execution of a proprietary information and/or nondisclosure agreement.
- b. Information provided by Buyer to Seller shall remain the property of Buyer.
- c. Seller agrees to comply with the terms of any proprietary information and/or nondisclosure agreement with Buyer.
- d. Seller agrees not to use any Buyer-provided information for any purpose except to perform the Contract.
- e. Seller agrees to not disclose such information to third parties without the prior written consent of Buyer.
- f. Seller shall maintain data protection processes and systems sufficient to adequately protect Buyer-provided information and comply with any law or regulation applicable to such information.
- g. If Seller becomes aware of any compromise of information provided by Buyer to Seller, its officers, employees, agents, suppliers or subcontractors (an “Incident”), Seller shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including prompt notification to Buyer. (As used in this clause, “compromise” shall mean that Buyer-provided information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Contract).
- h. Seller shall provide reasonable cooperation and assistance to Buyer in any investigation it may conduct regarding the nature and scope of an Incident.
- i. Seller shall be responsible for any and all costs that may be incurred for remedial actions caused by an Incident.

- j. Any Buyer-provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted if transmitted via the internet or during electronic storage if potentially accessible by the internet or otherwise by non-authorized users.
- k. The provisions set forth in this clause are in addition to and do not alter, change or supersede any obligations contained in a proprietary information and/or nondisclosure agreement between the Parties.

30. Publicity / Release of Information

- a. Except as required by law, no public release of any information, or confirmation or denial of same, with respect to the Contract or the subject matter thereof, shall be made by Seller or its subcontractors without the prior written consent of Buyer.
- b. Seller shall not use Buyer's name, or trademark or logo in any way, shape or form without the prior written consent of Buyer.

31. Quality Assurance

- a. Seller shall comply with all quality clauses and workmanship standards set forth in the Contract and referenced drawing specifications.
- b. Seller shall provide and maintain a Quality Management System (QMS) sufficient to meet the quality clauses and workmanship standards set forth in the Contract and referenced drawing specifications.
- c. Seller shall maintain all quality records as objective evidence of compliance to the quality clauses and workmanship standards set forth in the Contract and referenced drawing specifications.

32. Record Retention

- a. Unless a longer period is specified in the Contract or by law or regulation, Seller shall retain all records related to the Contract for three (3) years from the date of final payment received by Seller.
- b. Records related to the Contract include but are not limited to: (i) financial; (ii) proposal; (iii) procurement; (iv) specifications; (v) production; (vi) inspection; (vii) test; (viii) quality; (ix) shipping; (x) export; and (xi) certification.
- c. Seller, at no additional cost, shall provide timely access to such records upon request by the U.S. Government and/or Buyer or Buyer's customer.

33. Remedies

- a. Except as otherwise provided herein, the rights and remedies of both Parties hereunder shall be in addition to their rights and remedies at law or in equity.
- b. Failure of either Party to exercise or enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

34. Representations / Certifications / Authorizations

Seller shall provide to Buyer all representations, certifications and authorizations as required by law or regulation and as specified by Buyer in the Contract, which may include but are not limited to: (i) business classification; (ii) direct deposit authorization; (iii) representations and certifications including Federal Funding Accounting and Transparency Act (FFATA); (iv) insurance certificates; (v) W-9 taxpayer identification number and certification; and (vi) small business subcontracting plan.

35. Sanctions

- a. Seller shall: (i) comply with trade, financial or other sanctions imposed by the UN, EU, UK or US (including regimes administered by the US Department of the Treasury and Office of Foreign Assets Control (OFAC)) and any other such regime which applies to Seller's business ("Sanctions"); (ii) certify that its affiliate companies, suppliers and subcontractors remain compliant with Sanctions during the Contract; (iii) not supply any Product pursuant to the Contract from, or on behalf of, and person listed as, or owned by or controlled by any person listed as, targeted by Sanctions, or located in, or incorporated in, any country which is the target of countrywide Sanctions ("Restricted Person"); and (iv) not use any monies paid by Buyer pursuant to the Contract for payment to, or for the benefit of, and Restricted Person.
- b. Seller warrants that at the date of entering into the Contract neither itself, its affiliates, or any of its shareholders or owners that have an interest of more than 50% in Seller (by virtue of the ownership of shares or rights which give a person the ability to secure that its affairs are conducted in accordance with the wishes of that person) is a Restricted Person, nor are such persons engaging in any transactions which could result in them becoming Restricted Persons, or engaging in any transactions which are contrary, or have alleged to be contrary by a competent authority, to Sanctions.
- c. Seller shall immediately provide written notification to Buyer if: (i) Seller or any of its affiliate companies becomes a Restricted Person; (ii) any of its shareholders or owners who have a 50% or greater interest in Seller becomes a Restricted Person; or (iii) Seller becomes aware that it has, or any of its affiliate companies, suppliers, or subcontractors have breached or infringed any Sanctions or are under investigation by any competent authority in respect of the same.
- d. Seller acknowledges that a breach of this Clause shall be deemed a material breach of the Contract.
- e. Ethics / Bribery / Anti-Corruption: Buyer and Seller shall comply with the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 (the "Bribery Act"), U.S. Combating Tracking in Persons / UK Modern Slavery Act of 2015 and any other anti-corruption and anti-bribery laws, legislation, regulations or directives ("Anti-Corruption Legislation") which apply to its business or which apply in the place where the Contract is performed. Each party will not, and will certify that its employees, subcontractors, agents and representatives will not, engage in any activity, practice or conduct which would constitute an offense under any Anti-Corruption Legislation. In addition, Seller shall maintain policies and procedures that govern its business ethics to ensure that they comply with the requirements of Buyer's Ethics Policy, which can be viewed at: ethics@QinetiQ.com.

36. Antiboycott

It is Buyer's policy to fully comply with U.S. antiboycott laws and regulations. Accordingly, under no circumstances does Buyer agree to comply with, further, or support the boycott of Israel or any other foreign boycott that the United States does not sanction in contravention of U.S. law or in a manner inconsistent with U.S. law.

- a. Seller represents and warrants that it is familiar with all applicable U.S. antiboycott laws and regulations (26 U.S.C. § 999, 50 U.S.C. §§ 1701-1707, 50 U.S.C. app. § 2407, 15 C.F.R. Part 760, and Treasury Guidelines). Seller also expressly agrees that in no case shall Buyer be required to take any action or agree to take any action, including but not limited to, entering into a boycott agreement; refusing to do business with or in Israel or with blacklisted companies; discriminating against other persons based on race, religion, sex, national origin, or nationality; furnishing boycott-related information; or implementing a letter of credit containing boycott terms, conditions, or requirements,

that is prohibited by or penalized under U.S. law.

- b. Without limiting the availability of any other remedies, Buyer reserves the right to rescind its offer to Seller if, in Buyer's sole discretion, Buyer believes or suspects that the sale or any activities associated with the sale may violate or be inconsistent with U.S. law.

37. Uyghur Forced Labour Prevention Act

The Supplier attests/warrants/represents that it complies with the Uyghur Forced Labor Protection Act ("UFLPA") and follows the guidance for importers, provided by U.S. Customs and Border Protection and the U.S. DHS Forced Labor Enforcement Task Force (FLETF), as applicable. (Further information can be found in Customs' "UFLPA Operational Guidance for Importers" at <https://www.cbp.gov/document/guidance/uflpa-operational-guidance-importers> and DHS's "Strategy to Prevent the Importation of Goods Mined, Produced, or Manufactured with Forced Labor in the People's Republic of China" at <https://www.dhs.gov/uflpa-strategy>.)

38. Catalog Part Origin and Classifications

The Supplier will provide country of origin, harmonized tariff classification (<https://hts.usitc.gov/current>), and U.S. export classification (ITAR: <https://www.ecfr.gov/current/title-22/chapter-I/subchapter-M/part-120> or EAR: <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>), for any part not designed by QinetiQ Inc., including Foster-Miller, Inc. and Avantus Federal LLC, by upon acceptance of this purchase order or subcontract by return email to GeneralExport@us.qinetiq.com.

39. Severability / Enforceability

Each clause, paragraph and subparagraph of the Contract is severable, and if one or more of them are declared to be invalid or unenforceable by law, the remaining provisions of the Contract shall remain in full force and effect.

40. Special Equipment

- a. For the purpose of this Section, special equipment is defined as equipment acquired or produced by Seller for the purpose of performing the Contract.
- b. Seller shall not purchase special equipment without the prior written approval of Buyer.
- c. Seller agrees that any special equipment paid for by Buyer shall be the property of Buyer and be afforded all provisions as set forth in the Furnished Equipment clause herein.

41. Survivability

- a. Seller's obligations under the Contract shall survive its completion, expiration or termination with respect to the following clauses stated herein: (i) Compliance with Law / Governing Law; (ii) Counterfeit Parts / Work; (iii) Electronic Contracting; (iv) Export Control; (v) Independent Contractor Relationship; (vi) Insurance; (vii) Intellectual Property / Infringement / Patent Indemnification; (viii) Open Source Software; (ix) Proprietary Information; (x) Publicity / Release of Information; (xi) Record Retention; and (xii) Warranty.
- b. Seller's obligations under the Contract shall survive its completion, expiration, or termination with respect to those U.S. Government FAR and DFAR clauses and other flowdown provisions that, by their nature, should survive.

42. Subcontracting

Seller shall not subcontract a substantial portion of the work under the Contract without the prior written consent of Buyer.

43. Termination for Convenience

- a. Buyer may, by written notice to Seller, terminate the Contract for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default.
- b. In conjunction with or soon after Buyer issues a termination for convenience notification to Seller, Buyer shall issue a written stop work order to Seller.
- c. Upon receipt of a termination for convenience notification and stop work order by Seller, Seller shall take the actions as delineated in the applicable FAR termination clause, which includes but is not limited to: (i) stop work as specified in the stop work notice; (ii) place no further purchase orders or subcontracts; (iii) except as necessary to complete the non-terminated portion of the Contract, terminate all purchase orders and subcontracts to the extent they relate to the work terminated; and (iv) assign to the Government, as directed by Buyer, all right, title, and interest of the Seller under the Contract and purchase orders and subcontracts terminated, in which case the Government shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
- d. In the event of a partial termination, Seller is not excused from and shall diligently perform any non-terminated balance of work under the Contract.
- e. Seller shall be reimbursed for actual, reasonable, substantial, and allocable costs, plus a reasonable profit for work performed up to the date of termination.
- f. Seller may submit a settlement proposal to Buyer promptly, but no later than ninety (90) days from the effective date of the termination.

- g. Buyer and Seller agree to negotiate in good faith to determine a fair and reasonable settlement amount.
- h. In no event shall the settlement amount exceed the value of the Contract.

44. Termination for Default

- a. Buyer may, by written notice to Seller, terminate the Contract for default, in whole or in part at any time.
- b. Buyer may issue a termination for default if Seller fails to perform one or more material aspects of the Contract, which may include but is not limited to: (i) failure to deliver Product within the time specified; (ii) failure to make progress so as to endanger its performance; or (iii) failure to provide adequate assurance of future performance.
- c. Buyer shall clearly and fully state the specific material aspect of the Contract that Seller has failed to perform and that which prompted issuance of the termination for default notification.
- d. In conjunction with or soon after Buyer issues a termination for default notification to Seller, Buyer shall issue a written stop work order to Seller.
- e. In conjunction with or soon after Buyer issues a termination for default notification to Seller, Buyer may, at its sole discretion, issue a written cure notice with a cure period of not more than ten (10) days.
- f. Buyer may, at the discretion and direction of the Contracting Officer, under the terms and conditions of the Contract, acquire Product similar to those terminated and Seller shall be liable to Buyer for any excess costs related thereto.
- g. Buyer may, at the discretion and direction of the Contracting Officer, require Seller to transfer title and deliver to Buyer Product and/or partially completed Product and/or special equipment (as defined herein) and/or materials and supplies related to Product, such as but not limited to: (i) parts; (ii) tools; (iii) dies; (iv) jigs; (v) fixtures; (vi) plans; (v) drawings; (vii) information; and (viii) contract rights, that Seller has specifically acquired or produced for the terminated portion of the Contract.
- h. Seller shall not be liable for excess costs for failure to perform the Contract if the cause of such failure arises out of the default of a lower tier subcontractor, and if the cause of the default was beyond the control of / without the fault or negligence of Seller, and the supplies or services similar to those terminated were not obtainable by Seller from an alternate source in time to meet the delivery schedule of the Contract.
- i. Seller shall not be liable for excess costs for failure to perform the Contract if the cause of such failure arises out of a Force Majeure event (as defined herein).
- j. Buyer shall, at the discretion and direction of the Contracting Officer, pay Contract price for completed Product delivered to and accepted by Buyer.
- k. Buyer shall, at the discretion and direction of the Contracting Officer, negotiate in good faith with Seller to determine a fair and reasonable price for partially completed Product and for the protection and preservation of such partially completed Product.
- l. In the event of a partial termination, Seller is not excused from and shall diligently perform any non-terminated balance of work under the Contract.

45. Waiver

- a. Failure by either Party to enforce any of the provisions of the Contract or application by law shall not constitute a waiver of the requirements of such provisions or laws, or as a waiver of the right of a Party thereafter to enforce such provisions or laws.
- b. Buyer's approval of Seller's documents shall not relieve Seller of its obligation to comply with the requirements of the Contract.
- c. The rights and remedies of either Party in the Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

46. Warranty

- a. Seller warrants that Product delivered under the Contract shall: (i) be new; (ii) contain only materials and supplies from the Original Equipment Manufacturer (OEM) or authorized reseller or distributor thereto; (iii) not contain counterfeit parts / work (as defined herein); (iv) contain only original, authentic and unaltered OEM labeling and markings; (v) be free from defects in workmanship, materials, and design in accordance with the Statement of Work and technical specifications under the Contract.
- b. Seller warrants that Product delivered under the Contract is free from any liens or encumbrances.
- c. Seller warrants that all acquisition and manufacturing processes used by Seller in the production and delivery of Product under the Contract will be performed in compliance with law (as defined herein).
- d. Seller warrants that Product containing software or software residing on hardware delivered under the Contract shall: (i) not contain any viruses or malicious code of any shape or form; (ii) shall not contain any third party software not under the control or license of the Seller; and (iii) shall not contain Open Source Software (as defined herein).
- e. Seller agrees that the warranty period shall begin upon final acceptance of Product and extend for a period of not less than one (1) year.
- f. Seller agrees that these warranties shall survive inspection, test, final acceptance and final payment of Product under the Contract.
- g. Buyer shall retain its rights with respect to the disposition of nonconforming Product (as defined herein) throughout the warranty period.
- h. Seller agrees that this warranty shall inure to the benefit of both the Buyer and the Buyer's customer.

FEDERAL ACQUISITION REGULATIONS (FAR)

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|---------------------|--|-------------|-------------------------|---------------------------------|---|
| 52.202-01 | Definitions | Jun 2020 | \$250,000 | 2.201 | None |
| 52.203-03 | Gratuities | Apr 1984 | N/A | 3.202 | Not applicable for personal services contracts |
| 52.203-05 | Covenant Against Contingent Fees | May 2014 | \$250,000 | 3.404 | Not applicable for contracts for commercial items |
| 52.203-06 | Restrictions on Subcontractor Sales to the Government | Jun 2021 | \$250,000 | 3.503-2 | Not applicable for R&D contracts; for contracts for commercial items use Alt I |
| 52.203-07 | Anti-Kickback Procedures | Jun 2020 | \$250,000 | 3.502-3 | Not applicable for contracts for commercial items; exclude (c)(1) |
| 52.203-08 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | May 2014 | \$250,000 | 3.104-9(a) | None |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | May 2014 | \$250,000 | 3.104-9(b) | Not applicable for contracts for commercial items |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | Sep 2007 | \$250,000 | 3.808(a) | None |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | Jun 2020 | \$250,000 | 3.808(b) | None |
| 52.203-13 | Contractor code of Business Ethics and Conduct | Nov 2021 | \$6,000,000 | 3.1004(a) | Not applicable for contracts performed outside the US or are for a period of performance less than 120 days |
| 52.203-14 | Display of Hotline Posters | Nov 2021 | \$6,000,000 | 3.1004(b) | Applicable for contracts performed within the US; Not applicable for contracts for commercial items |
| 52.203-16 | Preventing Personal conflicts of Interest | Jun 2020 | \$250,000 | 3.1106 | Applicable for services involving performance of acquisition functions closely associated with government functions; not applicable for R&D contracts |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower rights | Jun 2020 | \$250,000 | 3.908-9 | Applicable for services involving performance of acquisition functions closely associated with government functions; not applicable for R&D contracts |
| 52.204-02 | Security Requirements | Mar 2021 | N/A | 4.304(a)(b) | Applicable if access to classified information is required; for contracts with educational Institutions use Alt I (Apr 1984) |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper | May 2011 | \$250,000 | 4.303 | None |
| 52.204-07 | System for Award Management | Oct 2018 | N/A | 4.1105 | None |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|---|----------|------------------|--------------------------|--|
| 52.204-08 | Annual Representations and Certifications | Dec 2022 | N/A | 4.1202 | Not applicable for contracts for commercial items |
| 52.204-09 | Personal Identity Verification of Contractor Personnel | Jan 2011 | N/A | 4.1303 | Applicable when contract performance requires contractor to have routine physical access to federally-controlled facilities and/or information systems |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | Jun 2020 | \$30,000 | 4.1403(a) | Not applicable for classified contracts or contracts with individuals |
| 52.204-13 | System for Award Management Maintenance | Oct 2018 | N/A | 4.1105(b) | None |
| 52.204-16 | Commercial and Government Entity Code Reporting | Aug 2020 | N/A | 4.1804(a) | None |
| 52.204-17 | Ownership or Control of Offeror | Aug 2020 | N/A | 4.1804(b) | None |
| 52.204-18 | Commercial and Government Entity Code Maintenance | Aug 2020 | N/A | 4.1804(c) | None |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | DEC 2014 | N/A | 4.1202(b) | None |
| 52.204-20 | Predecessor of Offeror | Aug 2020 | N/A | 4.1804(d) | None |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | Nov 2021 | N/A | 4.1903 | None |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | Nov 2021 | N/A | 4.2004 | None |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | Nov 2021 | N/A | 4.2105(a) | None |
| 52.204-25 | Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | Nov 2021 | N/A | 4.1903 | None |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | Nov 2021 | N/A | 4.1903 | None |
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| | | | | | |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|---|----------|------------------|--------------------------|--|
| 52.209-06 | Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | Nov 2021 | \$35,000 | 9.409 | None |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | Nov 2015 | N/A | 9.108-5(b) | None |
| 52-210-01 | Market Research | Nov 2021 | \$6,000,000 | 10.003 | Not applicable for contracts for commercial items |
| 52-211-05 | Material Requirements | Aug 2000 | N/A | 11.304 | Not applicable for R&D contracts or for contracts for commercial items |
| 52.211-14 | Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use | Apr 2008 | N/A | 11.604(a) | Applicable for rated contracts |
| 52.211-15 | Defense Priority and Allocation Requirements | Apr 2008 | N/A | 11.604(b) | Applicable for rated contracts |
| 52.214-26 | Audit and Records—Sealed Bidding | Jun 2020 | \$2,000,000 | 14.201-7(a)(1) | Not applicable if funded under ARRA |
| 52.214-27 | Price Reduction for Defective Certified Cost or Pricing Data—Modifications—Sealed Bidding | Jun 2020 | \$2,000,000 | 14.201-7(b) | None |
| 52.214-28 | Subcontractor Certified Cost or Pricing Data—Modifications—Sealed Bidding | Jun 2020 | \$2,000,000 | 14.201-7(c) | None |
| 52.215-01 | Instructions to Offerors—Competitive Acquisitions | Nov 2021 | N/A | 15.209 (a) | Applicable for contracts awarded without discussions; for contracts awarded with discussions use Alt I; for contract awarded allowing alternate proposals use Alt II |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|---------------------|--|-------------|-------------------------|---------------------------------|---|
| 52.215-08 | Order of Precedence—Uniform Contract Format | Oct 1997 | N/A | 15.209(h) | Applicable if using Uniform Contract Format per 15.204 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | Aug 2011 | \$2,000,000 | 15.408(b) | Applicable if contracting by negotiations |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data—Modifications | Jun 2020 | \$2,000,000 | 15.408(c) | Applicable if contract modifications are expected to exceed cost or pricing data threshold |
| 52.215-12 | Subcontractor Cost or Pricing Data | Aug 2020 | \$2,000,000 | 15.408(d) | Applicable for contracts that include 52.215-10 |
| 52.215-13 | Subcontractor Cost or Pricing Data—Modifications | Jun 2020 | \$2,000,000 | 15.408(e) | Applicable for contracts that include 52.215-11 |
| 52.215-14 | Integrity of Unit Prices | Nov 2021 | \$150,000 | 15.408(f)(1) | Not applicable if contract is for services only or commercial items |
| 52.215-14 Alt I | Integrity of Unit Prices Alt I | Oct 1997 | \$150,000 | 15.408(f)(2) | Applicable for contracts without adequate price competition |
| 52.215-15 | Pension Adjustment and Asset Reversions | Oct 2010 | \$2,000,000 | 15.408(g) | Applicable for contracts subject to FAR 31 or if cost or pricing data is anticipated or for cost reimbursement contracts |
| 52.215-16 | Facilities Capital Cost of Money | Jun 2003 | N/A | 15.408(h) | Applicable for commercial contracts subject to FAR 31.2 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | Oct 1997 | N/A | 15.408(i) | Applicable if contractor’s proposal does not include facilities capital cost of money costs |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions | July 2005 | \$2,000,000 | 15.408(j) | Applicable for contracts subject to FAR 31 or if cost or pricing data is anticipated or for cost reimbursement contracts |
| 52.215-19 | Notification of Ownership Changes | Oct 1997 | \$2,000,000 | 15.408(k) | Applicable for contracts subject to FAR 31.2 or if cost or pricing data is anticipated |
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data | Nov 2021 | \$2,000,000 | 15.408(l) | Applicable for contracts if cost or pricing data or information other than cost or pricing data is anticipated if cost or pricing data or information other than cost or pricing data is not anticipated use Alt IV |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|--|----------|------------------|--------------------------|--|
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications | Nov 2021 | \$2,000,000 | 15.408(m) | Applicable if cost or pricing data or information other than cost or pricing data is anticipated for contract modifications; if cost or pricing data or information other than cost or pricing data is not anticipated for contract modifications use Alt IV |
| 52.215-22 | Limitations on Pass-Through Charges—Identification of Subcontractor Effort | Oct 2009 | \$2,000,000 | 15.408(n)(1) | Applicable for contracts that include 52-215-23 |
| 52.215-23 | Limitations on Pass-Through Charges | Jun 2020 | \$2,000,000 | 15.408(n)(2) | Applicable except as noted in 15.408(n)(2)(i)(B)(2); applicable for contracts below cost or pricing data threshold if deemed appropriate by the Contracting Officer (CO); if the CO determines that the contractor adds value without excessive pass-through charges use Alt I |
| 52.216-05 | Price Redetermination-- Prospective | Jan 2022 | N/A | 16.205-4 | Applicable for fixed price contracts when it is possible to negotiate a fair and reasonable price for an initial period of performance, but requires redetermination in subsequent periods of performance |
| 52.216-06 | Price Redetermination— Retroactive | Oct 1997 | N/A | 16.206-4 | Applicable for fixed price contracts when it is possible to negotiate a fair and reasonable price for an initial period of performance, but requires redetermination in subsequent periods of performance |
| 52.216-07 | Allowable Cost and Payment | Aug 2018 | N/A | 16.307(a) | Applicable for cost-reimbursement or time & materials contracts; not applicable for contracts for commercial items; for contracts with educational institutions substitute Subpart 31.3 for Subpart 31.2 |
| 52.216-08 | Fixed Fee | Jun 2011 | N/A | 16.307(b) | Applicable for cost plus fixed fee (CPFF) contracts |
| 52.216-10 | Incentive Fee | Jun 2011 | N/A | 16.307(d) | Applicable for cost plus incentive fee (CPIF) contracts |
| 52.217-06 | Option for Increased Quantity | Mar 1989 | N/A | 17.208(d) | None |
| 52.217-07 | Option for Increased Quantity – Separately Priced Line Item | Mar 1989 | N/A | 17.208(e) | None |
| 52.217-08 | Option to Extend Services | Nov 1999 | N/A | 17.208(f) | None |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|------------------|--|----------|------------------|--------------------------|---|
| 52.217-09 | Option to Extend the Term of the Contract | Mar 2000 | N/A | 17.208(g) | None |
| 52.219-01 | Small Business Program Representations | Oct 2022 | \$10,000 | 19.309(a)(1) | Applicable for contracts performed within the US or its outlying areas |
| 52.219-04 | Notice of Price Evaluation Preference for HUB Zone Small Business Concerns | Oct 2022 | N/A | 19.1309(b) | Applicable for contracts awarded by full and open competition |
| 52.219-08 | Utilization of Small Business Concerns | Oct 2022 | \$250,000 | 19.708(a) | Not applicable for personal services contracts or contracts performed outside the US |
| 52.219-09 | Small Business Subcontracting Plan | Oct 2022 | \$750,000 | 19.708(b) | Applicable for contracts allowing subcontracting and include 52.219-08; not applicable for contracts that include set asides or is to be performed under the 8(a) program |
| 52.219-09 Alt II | Small Business Subcontracting Plan Alt II | Nov 2016 | \$750,000 | 19.708(b)(1)(ii) | Applicable for contracts using competition and require subcontracting plans to be provided with initial proposals |
| 52.219-16 | Liquidated Damages—Subcontracting Plan | Sep 2021 | \$750,000 | 19.708(b)(2) | Applicable for contracts that include 52.219-09 |
| 52.219-28 | Post-Award Small Business Program Representation | Oct 2022 | \$10,000 | 19.309(d) | Applicable to contracts performed in the US or its outlying areas |
| 52.222-01 | Notice to the Government of Labor Disputes | Feb 1997 | N/A | 22.103-5(a) | Applicable for contracts that include 22-101-1(e) child and convict labor |
| 52.222.02 | Payment for Overtime Premiums | Jul 1990 | \$250,000 | 22.103-5(b) | Applicable for cost reimbursement contracts |
| 52.222-03 | Convict Labor | Jun 2003 | \$10,000 | 22.202 | Applicable for contracts to be performed in the US, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the US Virgin Islands; not applicable as noted in 22.202(a)(b)(c) |
| 52.222-04 | Contract Work Hours and Safety Standards Act—Overtime Compensation | May 2018 | \$250,000 | 22.305 | Applicable for contracts that may require or involve the employment of laborers or mechanics; not applicable for contracts for commercial items or as noted in 22.305(c)-(g) |
| 52.222-19 | Child Labor—Cooperation with Authorities and Remedies | Dec 2022 | \$10,000 | 22.1505(b) | None |
| 52.222-20 | Walsh-Healey Public Contracts Act | Jun 2020 | \$15,000 | 22.610 | Applicable for contracts covered by the Act as noted in 22.603, 22.604 and 22.605 |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--|--|-----------|------------------|--------------------------|---|
| 52.222-21 | Prohibition of Segregated Facilities | Apr 2015 | \$10,000 | 22.810(a)(1) | Applicable for contracts that include 52.222-26 |
| 52.222-22 | Previous Contracts and Compliance Reports | Feb 1999 | \$10,000 | 22.810(a)(2) | Applicable for contracts that include 52.222-26 |
| 52.222-24 | Preaward On Site Equal Opportunity Compliance Evaluation | Feb 1999 | \$10,000,000 | 22.810(c) | Applicable for contracts that include 52.222-26 |
| 52.222-25 | Affirmative Action Compliance | Apr 1984 | \$10,000 | 22.810(d) | Applicable for contracts that include 52.222-26 |
| 52.222-26 | Equal Opportunity | Sept 2016 | \$10,000 | 22.810(e) | None |
| 52.222-35 | Equal Opportunity for Veterans | Jun 2020 | \$150,000 | 22.1310(a)(1) | Not applicable for contracts performed outside the US or if waived in accordance with 22.1305(a) |
| VETERANS AND INDIVIDUALS WITH DISABILITIES The requirements of 41 CFR 60-1.4(a)(7) and 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference if applicable. If applicable, this contractor and any subcontractors shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. | | | | | |
| 52.222-36 | Affirmative Action for Workers With Disabilities | Jun 2020 | \$15,000 | 22.1408(a) | Not applicable for contracts performed and workers recruited outside the US |
| 52.222-37 | Employment Reports Veterans | Jun 2020 | \$150,000 | 22.1310(b) | Applicable for contracts that include 52.222-35 |
| 52.222-38 | Compliance with Veterans' Employment Reporting Requirements | Feb 2016 | \$150,000 | 22.1310(c) | Not applicable for contracts for commercial items |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | Dec 2010 | N/A | 22.1605 | Not applicable for contracts performed outside the US or by an exemption granted by the Secretary |
| 52.222-41 | Service Contract Labor Standards | Aug 2018 | \$2,500 | 22.1006(a) | None |
| 52.222-42 | Statement of Equivalent Rates for Federal Hires | May 2014 | \$2,500 | 22.1006(b) | Applicable for contracts that include 52.222-41 |
| 52.222-50 | Combating Trafficking in Persons | Nov 2021 | N/A | 22.1705(a) | None |
| 52.222-54 | Employment Eligibility Verification | May 2022 | \$150,000 | 22.1803 | Not applicable for contracts performed outside the US, or are for a period of performance less than 120 days, or are for commercial items |
| 52.223-03 | Hazardous Material Identification and Material Safety Data | Feb 2021 | N/A | 23.303 | Applicable for contracts that require the delivery of hazardous materials; for contracts other than with the DoD use Alt I |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|---|----------|---------------------|--------------------------|--|
| 52.223-05 | Pollution Prevention and Right-to-Know Information | May 2011 | N/A | 23.1005 | Applicable for contracts performed in whole or in part on a Federal facility |
| 52.223-06 | Drug-Free Workplace | May 2001 | \$150,000 | 23.505 | Not applicable for contract for commercial items or contracts performed outside the US |
| 52.223-07 | Notice of Radioactive Materials | Jan 1997 | N/A | 23.602 | None |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons | Jun 2016 | N/A | 23.804(a) | None |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | Jun 2020 | N/A | 23.1105 | None |
| 52.224-02 | Privacy Act | Apr 1984 | N/A | 24.104(b) | None |
| 52.225-01 | Buy American Act—Supplies | Oct 2022 | \$3,000 to \$25,000 | 25.1101(a)(1) | Not applicable for R&D contracts or for contracts valued at over \$25,000 except as noted in 25.1101(a)(1) |
| 52.225-13 | Restrictions on certain Foreign Purchases | Feb 2021 | N/A | 25.103(a) | None |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|-----------------|---|----------|------------------|--------------------------|--|
| 52.227-01 | Authorization and Consent | Jun 2020 | N/A | 27.201-2(a)(1) | Applicable for R&D contracts; not applicable if both contract performance and delivery are outside US |
| 52.227-01 Alt I | Authorization and Consent Alt I | Apr 1984 | N/A | 27.201-2(a)(2) | Applicable for R&D contracts |
| 52.227-02 | Notice and Assistance Regarding Patent and Copyright Infringement | Jun 2020 | N/A | 27.201-2(b) | Applicable for contracts that include 52.227-01 |
| 52.227-03 | Patent Indemnity | Jun 2020 | N/A | 27.201-2(c)(1) | Applicable for contract for commercial items; not applicable for R&D contracts |
| 52.227-09 | Refund of Royalties | Apr 1984 | N/A | 27.202-5(c) | Applicable for fixed price contracts when royalties may be paid by the contractor; not applicable for cost reimbursement contracts |
| 52.227-10 | Filing of Patent Applications—Classified Subject Matter | Dec 2007 | N/A | 27.203-2 | Applicable for classified contracts that may result in patent applications |
| 52.227-11 | Patent Rights—Ownership by the Contractor | May 2014 | N/A | 27.303(b)(1) | Applicable to all contracts unless an alternate clause is used |
| 52.227-13 | Patent Rights—Ownership by the Government | Dec 2007 | N/A | 27.303(e) | Applicable for contracts when the contractor does not have a place of business in the US and is subject to foreign a government |
| 52.227-14 | Rights in Data—General | May 2014 | N/A | 27.409(b)(1) | Applicable to all contracts except as noted in 27.409(b)(1) |
| 52.227-19 | Commercial Computer Software License | Dec 2007 | N/A | 27.409(g) | None |
| 52.228-05 | Insurance—Work on a Government Installation | Jan 1997 | \$150,000 | 28.310 | Applicable for firm fixed price contracts performed in the US |
| 52.228-07 | Insurance—Liability to Third Persons | Mar 1996 | N/A | 28.311-1 | None |
| 52.229-03 | Federal, State, and Local Taxes | Feb 2013 | \$150,000 | 29.401-3 | Applicable for fixed-price contracts to be performed wholly or partially in the US or its outlying areas |
| 52.230-02 | Cost Accounting Standards | Jun 2020 | | 30.201-4(a) | Applicable for negotiated contracts unless exempt |
| 52.230-03 | Disclosure and Consistency of Cost Accounting Standards | Oct 2015 | | 30.201-4(b)(1) | Applicable for negotiated contracts unless exempt |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|-----------------|--|----------|------------------|--------------------------|--|
| 52.230-04 | Disclosure and Consistency of Cost Accounting Standards—Foreign Concerns | Jun 2020 | \$650,000 | 30.210-4(c) | Applicable for negotiated contracts with foreign concerns unless exempt from CAS (foreign concerns do not include foreign governments) |
| 52.230-06 | Administration of Cost Accounting Standards | Jun 2010 | \$650,000 | 30.201-4(d)(1) | Applicable to contracts that include 52.230-02 -03 or -05 |
| 52.232-01 | Payments | Apr 1984 | N/A | 32.111(a)(1) | Applicable for fixed-price supply or service contracts |
| 52.232-07 | Payments Under Time and Materials and Labor Hour Contracts | Nov 2021 | N/A | 32.111(a)(7) | None |
| 52.232-08 | Discounts for Prompt Payment | Feb 2002 | N/A | 32.111(b)(1) | Applicable for fixed-price supply or service contracts |
| 52.232-09 | Limitation on Withholding of Payments | Apr 1984 | N/A | 32.111(b)(2) | Applicable for all types of contracts for supplies or services |
| 52.232-11 | Extras | Apr 1984 | N/A | 32.111(c)(2) | Applicable for fixed-price contracts for supplies, services or transport |
| 52.232-17 | Interest | May 2014 | \$150,000 | 32.611(a)(b) | None |
| 52.232-20 | Limitation of Costs | Apr 1984 | N/A | 32.705-2(a) | Applicable for fully-funded cost reimbursement contracts |
| 52.232-22 | Limitation of Funds | Apr 1984 | N/A | 30.705-2(b) | Applicable for incrementally funded cost reimbursement contracts |
| 52.232-23 | Assignment of Claims | May 2014 | \$10,000 | 32.806(a)(1) | None |
| 52.232-23 Alt I | Assignment of Claims Alt I | Apr 1984 | \$10,000 | 32.803(d) | None |
| 52.232-25 | Prompt Payment | Jan 2017 | N/A | 32.908(c) | Not applicable for contracts for commercial items |
| 52.232-25 Alt I | Prompt Payment Alt I | Feb 2002 | N/A | 32.908(c)(3) | Applicable for cost reimbursement contracts for services |
| 52.232-32 | Performance-Based Payments | Apr 2012 | N/A | 32.1005 | Applicable for contracts where PBPs may be allowed |
| 52.232-33 | Payment by Electric Funds Transfer—System for Award Management | Oct 2018 | N/A | 31.1110(a)(1) | Applicable for contracts that include 52.204-07 Central Contractor Registration |
| 52.232-39 | Unenforceability of Unauthorized Obligations | Jun 2013 | N/A | 32.706-3 | None |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | Nov 2021 | N/A | 32.009-2 | None |
| 52.233-01 | Disputes | May 2014 | N/A | 33.215 | None |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------------|---|-----------|------------------|--------------------------|--|
| 52.233-01 Alt I | Disputes Alt I | Dec 1991 | N/A | 33.215 | Applicable if Contracting Officer determines that Contractor shall proceed diligently with performance of contract pending final resolution of the claim |
| 52.233-02 | Service of Protest | Sep 2006 | \$250,000 | 33.106 | None |
| 52.233-03 | Protest After Award | Aug 1996 | N/A | 33.106(b) | None |
| 52.233-03 Alt I | Protest After Award Alt I | Jun 1985 | N/A | 33.106(b) | Applicable for cost reimbursement contracts |
| 52.233-04 | Applicable Law for Breach of Contract | Oct 2004 | N/A | 33.215(b) | None |
| 52.234-01 | Industrial Resources Developed Under Defense Production Act Title III | Sept 2016 | N/A | 34.104 | Applicable for contracts for major systems and items of supply |
| 52.237-03 | Continuity of Services | Jan 1991 | N/A | 37.110(c) | Applicable for contracts for services considered vital to the US Government and must be continued without interruption |
| 52.239-01 | Privacy or security Safeguards | Aug 1996 | N/A | 39.107 | Applicable for contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services |
| 52.242-01 | Notice of Intent to Disallow Costs | Apr 1984 | N/A | 42.802 | Applicable for contracts anticipated to be cost-reimbursement, fixed-price incentive or providing for price redetermination |
| 52.242-02 | Production Progress Reports | Apr 1991 | N/A | 42.1107(a) | None |
| 52.242-03 | Penalties for Unallowable Costs | Dec 2022 | \$700,000 | 42.709-6 | Not applicable for firm fixed price contract with cost incentives of for firm fixed price contracts for commercial items |
| 52.242-04 | Certificate of Final Indirect Costs | Jan 1997 | N/A | 42.703-2(f) | None |
| 52.242-13 | Bankruptcy | Jul 1995 | \$250,000 | 42.903 | None |
| 52.242-15 | Stop-Work Order | Aug 1989 | N/A | 42.1305(b)(1) | None |
| 52.242-15 Alt I | Stop-Work Order Alt I | Apr 1984 | N/A | 42.1305(b)(2) | Applicable for cost reimbursement contracts |
| 52.242-17 | Government Delay of Work | Apr 1984 | N/A | 42.1305(c) | Applicable for fixed-price contracts |
| 52.243-01 | Changes—Fixed Price | Aug 1987 | N/A | 43.205(a)(1) | Applicable for fixed-price contracts for supplies |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|---------------------|--|----------|------------------|--------------------------|---|
| 52.243-01 Alt I | Changes—Fixed Price Alt I | Apr 1984 | N/A | 43.205(a)(2) | Applicable for fixed-price contracts for services and no supplies are to be furnished |
| 52.243-01 Alt II | Changes—Fixed Price Alt II | Apr 1984 | N/A | 43.205(a)(3) | Applicable for fixed-price contracts for services and supplies are to be furnished |
| 52.243-01 Alt V | Changes—Fixed Price Alt V | Apr 1984 | N/A | 43.205(a)(6) | Applicable for fixed-price R&D contracts |
| 52.243-02 | Changes—Cost Reimbursement | Aug 1987 | N/A | 43.205(b)(1) | Applicable for cost reimbursement contracts |
| 52.243-02 Alt I | Changes—Cost Reimbursement Alt I | Apr 1984 | N/A | 43.205(b)(2) | Applicable for cost reimbursement contracts for services and no supplies are to be furnished |
| 52.243-02 Alt II | Changes—Cost Reimbursement Alt II | Apr 1984 | N/A | 43.205(b)(3) | Applicable for cost reimbursement contracts for services and suppliers are to be furnished |
| 52.243-02 Alt V | Changes—Cost Reimbursement Alt V | Apr 1984 | N/A | 43.205(b)(6) | Applicable for cost reimbursement R&D contracts |
| 52.243-03 | Changes—Time & Materials or Labor Hours | Sep 2000 | N/A | 43.205(c) | Applicable for T&M or LH contracts |
| 52.243-06 | Change Order Accounting | Apr 1984 | N/A | 43.205(f) | Applicable for contracts with significant technical complexity / numerous changes are anticipated |
| 52.243-07 | Notification of Changes | Jan 2017 | \$1,000,000 | 43.107 | Applicable for contracts with significant technical complexity / numerous changes are anticipated |
| 52.244-02 | Subcontracts | Jun 2020 | \$250,000 | 44.204(a)(1) | None |
| 52.244-05 | Competition in Subcontracting | Dec 1996 | \$250,000 | 44.204(c) | None |
| 52.244-06 | Subcontracts for Commercial Items | Dec 2022 | N/A | 44.403 | Not applicable for contracts for commercial items |
| 52.245-01 | Government Property | Sep 2021 | N/A | 45.107(a) | None |
| 52.245-09 | Use and Charges | Apr 2012 | N/A | 45.107(c) | Applicable for contracts that include 52.245-01 |
| 52.246-02 | Inspection of Supplies—Fixed Price | Aug 1996 | \$250,000 | 46.302 | Applicable for fixed price contracts for delivery of supplies |
| 52.246-03 | Inspection of Supplies—Cost Reimbursement | May 2001 | N/A | 46.303 | Applicable for cost reimbursement contracts for delivery of supplies |
| 52.246-04 | Inspection of Services—Fixed Price | Aug 1996 | \$250,000 | 46.304 | Applicable for fixed price contracts for delivery of services |
| 52.246-05 | Inspection of Services—Cost Reimbursement | Apr 1984 | N/A | 46.305 | Applicable for cost reimbursement contracts for delivery of services |
| 52.246-06 | Inspection—Time & Materials and Labor Hours | Mar 2001 | N/A | 46.306 | Applicable for T&M and LH contracts; if Gov. inspection and acceptance are to be performed at the contractor's site use Alt I |
| 52.246-07 | Inspection of Research and Development—Fixed Price | Aug 1996 | \$250,000 | 46.307(a) | None |

| FAR Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|--|----------|------------------|--------------------------|--|
| 52.246-08 | Inspection of Research & Development—Cost Reimbursement | May 2001 | N/A | 46.308 | Applicable for R&D cost reimbursement contracts for the delivery of supplies |
| 52.246-09 | Inspection of Research and Development (Short Form) | Apr 1984 | N/A | 46.309 | Applicable for R&D cost reimbursement contracts for the delivery of supplies |
| 52.246-16 | Responsibility for Supplies | Apr 1984 | \$250,000 | 46.316 | Applicable for fixed price contracts for supplies or R&D services |
| 52.246-23 | Limitation of Liability | Feb 1997 | \$250,000 | 46.805(a)(1) | None |
| 52.246-24 | Limitation of Liability—High Value Items | Feb 1997 | \$250,000 | 46.805(a)(2) | None |
| 52.246-25 | Limitation of Liability—Services | Feb 1997 | \$250,000 | 46.805(a)(4) | None |
| 52.247-01 | Commercial Bill of Lading Notations | Feb 2006 | \$250,000 | 47-104-4 | None |
| 52.247-63 | Preference for U.S.-Flag Air Carriers | Jun 2003 | N/A | 47-405 | Not applicable for contracts for commercial items |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels | Feb 2006 | N/A | 47.507(a) | None |
| 52.247-67 | Submission of Transportation Documents for Audit | Feb 2006 | N/A | 47.103-2 | None |
| 52.249-01 | Termination for Convenience of the Government—Fixed Price (Short Form) | Apr 1984 | N/A | 49.502(a)(1) | Not applicable for contracts that exceed the simplified acquisition threshold |
| 52.249-02 | Termination for Convenience of the Government—Fixed Price | Apr 2012 | \$150,000 | 49.502(b)(1)(i) | None |
| 52.249-06 | Termination—Cost Reimbursement | May 2004 | N/A | 49.503(a)(1) | Not applicable for R&D contracts |
| 52.249-08 | Default—Fixed Price—Supply and Service | Apr 1984 | \$150,000 | 49.504(a)(1) | Applicable for fixed price contracts |
| 52.249-09 | Default—Fixed Price—R&D | Apr 1984 | \$150,000 | 49.504(b) | Not applicable for contracts with educational institutions |
| 52.249-14 | Excusable Delays | Apr 1984 | N/A | 49.505(b) | Applicable for cost reimbursement contracts |
| 52.251-01 | Government Supply Sources | Apr 2012 | N/A | 51.107 | Applicable when CO authorizes contractor to acquire supplies or services from a Government source |
| 52.252-02 | Clauses Incorporated by Reference | Feb 1998 | N/A | 52.107(b) | None |
| 52.252-06 | Authorized Deviations Clause | Nov 2020 | N/A | 52.107(f) | None |
| 52.253-01 | Computer Generated Forms | Jan 1991 | N/A | 53.111 | Applicable for contracts that require submission of data on Standard or Optical Forms as prescribed by the FAR |

End of FAR Clauses

DEFENSE FEDERAL ACQUISITION REGULATIONS SUPPLEMENT (DFARS) CLAUSES

| DFARS Clause | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|---------------------|---|-------------|-------------------------|---------------------------------|--|
| 252.201-7000 | Contracting Officer's Representative | Dec 1991 | N/A | 201.602-70 | None |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | Sep 2011 | N/A | 203.171-4(a) | None |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies | Jan 2023 | \$250,000 | 203.570-3 | Not applicable to contracts for commercial items |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | Dec 2022 | N/A | 203.907 | None |
| 252.203-7003 | Agency Office of the Inspector General | Aug 2019 | \$5,000,000 | 203.1004(a) | Applicable for contracts that include 52.203-13 |
| 252.204-7002 | Payment for Subline Items Not Separately Priced | Apr 2020 | N/A | 204-7104-1(b)(3)(iv) | None |
| 252.204-7003 | Control of Government Personnel Work Product | Apr 1992 | N/A | 204.404-70(b) | None |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls | Oct 2016 | N/A | 204.7304(a) | None |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | Jan 2023 | N/A | 204.7304(b) | None |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | Jan 2023 | N/A | 204.7304(c) | None |
| 252.204-7016 | Covered Defense Telecommunications Equipment or Services-- Representation | Dec 2019 | N/A | 204.2105(a) | None |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-- Representation | May 2021 | N/A | 204.2105(b) | None |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | Jan 2023 | N/A | 204.2105(c) | None |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements. | Mar 2022 | N/A | 204.7304(d) | None |
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| DFARS Clause | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|--|----------|------------------|--------------------------|---------------------------------------|
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements. | Jan 2023 | N/A | 204.7304(e) | None |
| 252.204-7021 | Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement. | Jan 2023 | N/A | 204.7503(a) and (b) | None |
| 252.204-7022 | Expediting Contract Closeout | May 2021 | N/A | 204.804-70 | None |
| 252.204-7023 | Reporting Requirements for Contracted Services - Basic | Jul 2021 | N/A | 204.1705(a)(i) and (ii) | None |
| 252.204-7024 | Notice on the use of the Supplier Performance Risk System | Mar 2023 | N/A | 204.7604 | None |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | Jan 2023 | N/A | 204.7403(c) | None |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders | Dec 1991 | \$1,000,000 | 205.470 | None |

| DFARS Clause | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|--|----------|--------------------|--------------------------|---|
| 252.208-7000 | Intent to Furnish Precious Metals as Government-Furnished Material | Dec 1991 | \$250,000 | 208.7305(a) | Applicable for contracts when precious metals will be used |
| 252.209-7002 | Disclosure of Ownership or Control by a Foreign Government | Dec 2022 | N/A | 209.104-70 | None |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism | May 2019 | \$250,000 | 209.409 | None |
| 252.211-7003 | Item Identification and validation | Jan 2023 | Unit Price \$5,000 | 211.274-6(a)(1) | None |
| 252.211-7007 | Reporting of Government-Furnished Property | Aug 2012 | N/A | 211.274-6(b) | Applicable for contracts that include 52.245-01 or 52.245-02 |
| 252.211-7008 | Use of Government-Assigned Serial Numbers | Sep 2010 | Unit Price \$5,000 | 211.274-6(c) | Applicable for contracts that include 252.211-7003 |
| 252.215-7002 | Cost Estimating System Requirements | Dec 2012 | \$700,000 | 215.408(2) | Applicable for contracts to be awarded on the basis of cost or pricing data |
| 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) | Dec 2019 | \$750,000 | 219.708(b)(1)(A)(1) | Applicable for contracts that include 52.219-09 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | Jan 2023 | \$1,000,000 | 222.7405 | None |
| 252.223-7002 | Safety Precautions for Ammunition and Explosives | May 1994 | N/A | 223.370-5 | None |
| 252.223-7004 | Drug-Free Work Force | Sep 1988 | N/A | 223.570-2 | Applicable for contracts that involve access to classified information |
| 252.223-7006 | Prohibition on Storage and Disposal of Toxic and Hazardous Materials | Sep 2014 | N/A | 223.7103(a) | Applicable for contracts which require contractor performance on a DoD installation |
| 252.225-7000 | Buy American Act—Balance of Payments Program Certificate | Nov 2014 | N/A | 225.1101(1)(i) | Use 252.225-7000 in place of 52.225-02; applicable for contract that include 252.225-7001 |

| DFARS Clause | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|--|----------|------------------|--------------------------|--|
| 252.225-7001 | Buy American Act and Balance of Payments Program | Jan 2023 | N/A | 225.1101(2)(i) | Use 252.225-7001 in place of 52.225-01 |
| 252.225-7002 | Qualifying Country Sources as Subcontractors | Mar 2022 | N/A | 225.1101(3) | Applicable for contracts that include 252.225-7001 -7021 or -7036 |
| 252.225-7008 | Restriction on Acquisition of Specialty Metals | Mar 2013 | \$250,000 | 225.7003-5(a)(1) | Applicable for contracts that require the delivery of specialty metals as end items |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals | Jan 2023 | \$250,000 | 225.7003-5(a)(2) | Applicable for contracts that require delivery of any of the following items, or components thereof, if such items or components contain specialty metal: aircraft, missile or space systems, ships, tanks or automotive items, weapon systems, or ammunitions |
| 252.225-7010 | Commercial Derivative Military Article—Specialty Metals Compliance Certificate | Jul 2009 | \$250,000 | 225.7003-5(b) | Applicable for contracts that include 252.225-7009 |
| 252.225-7012 | Preference for Certain Domestic Commodities | Apr 2022 | \$250,000 | 225.7002-3(a) | None |
| 252.225-7013 | Duty-Free Entry | Dec 2022 | N/A | 225.1101(4) | Use 252.225-7013 in place of 52.225-08; not applicable for contracts for supplies that will not enter the customs territory of the US |
| 252.225-7015 | Restriction on Acquisition of Hand and Measuring Tools | Jun 2005 | \$250,000 | 225.7002-3(b) | Applicable for contracts that require delivery of hand or measuring tools |
| 252.225-7016 | Restriction on Acquisition of Ball or Roller Bearings | Jan 2023 | N/A | 225.7009-5 | Not applicable for contracts for commercial items other than ball or roller bearings as end items |
| 252.225-7020 | Trade Agreements Certificate | Nov 2014 | N/A | 225.1101(5)(i) | Applicable for contracts that include 252.225-7021 |
| 252.225-7021 | Trade Agreements | Jan 2023 | N/A | 225.1101(6)(i) | Use 252.225-7021 in place of 52.225-05 |
| 252.225-7025 | Restriction on Acquisition of Forgings | Dec 2009 | N/A | 225.7102-4 | None |
| 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales | Apr 2003 | N/A | 225.7307(a) | None |

| DFARS Clause | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|--|----------|------------------|--------------------------|---|
| 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments | Apr 2003 | N/A | 225.7307(b) | None |
| 252.225-7030 | Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate | Dec 2006 | N/A | 225.7011-3 | None |
| 252.225-7031 | Secondary Arab Boycott of Israel | Jun 2005 | N/A | 225.7605 | None |
| 252.225-7032 | Waiver of United Kingdom Levies—Evaluation of Offers | Apr 2003 | \$1,000,000 | 225.1101(7) | None |
| 252.225-7033 | Waiver of United Kingdom Levies | Apr 2003 | \$1,000,000 | 225.1101(8) | None |
| 252.225-7036 | Buy American Act – Free Trade Agreements – Balance of Payments Program | Dec 2022 | N/A | 225.1101(11)(i)(A) | None |
| 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers | Dec 2018 | N/A | 225.7006-4(b) | Applicable for contracts requiring air circuit breakers for naval vessels |
| 252.225-7043 | Antiterrorism / Force Protection for Defense Contractors Outside the United States | Jun 2015 | N/A | 225.7403-2 | Applicable for contracts that require performance or travel outside the US |
| 252.225-7046 | Exports by Approved Community Members in Response to the Solicitation | Jun 2013 | N/A | 225.7902-5(a) | Applicable for contracts that include 252.225-7047 |
| 252.225-7047 | Exports by Approved Community Members in Performance of Contract | Jun 2013 | N/A | 225.7902-5(b) | Applicable for contracts when export-controlled items are expected to be involved |
| 252.225-7048 | Export-Controlled Items | Jun 2013 | N/A | 225.7901-4 | None |
| 252.225-7051 | Prohibition on Acquisition of Certain Foreign Commercial Satellite Services | Dec 2022 | N/A | 225.772-5(b) | None |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets and Tungsten | Jan 2023 | N/A | 225.7018-5 | None |
| 252.225-7053 | Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation | Sep 2021 | N/A | 225.7019-4(a) | None |
| 252.225-7054 | Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation | Jan 2023 | N/A | 225.7019-4(b) | None |
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| DFARS Clause | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|--------------|---|----------|------------------|--------------------------|---------------------------------------|
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime | May 2022 | N/A | 225.7020-5(a) | None |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime | Jan 2023 | N/A | 225.7020-5(b) | None |
| 252.225-7057 | Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China | Aug 2022 | N/A | 225.7021-4(a) | None |
| 252.225-7058 | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China | Jan 2023 | N/A | 225.7021-4(b) | None |
| 252.225-7059 | Prohibition on Certain Procurements From The Xinjiang Uyghur Autonomous Region— Certification | Dec 2022 | N/A | 225.7022-5(a) | None |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region | Jan 2023 | N/A | 225.7022-5(b) | None |
| 252.225-7061 | Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations | Jan 2023 | N/A | 225.7023-4 | None |
| 252.225-7972 | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) | May 2020 | N/A | CD 2020-O0015 | None |
| 252.225-7973 | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2020-O0015) | May 2020 | N/A | CD 2020-O0015 | None |
| 252.225-7975 | Additional Access to Contractor and Subcontractor Records | Aug 2020 | N/A | CD 2020-O0022 | None |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | Jan 2023 | \$500,000 | 226.104 | None |
| 252.227-7000 | Non-Estoppel | Oct 1966 | N/A | 227.7009-1 | None |
| 252.227-7013 | Rights in Technical data— Noncommercial Items | Mar 2023 | N/A | 227.7103-6(a) | None |

| DFARS Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|----------------|--|----------|------------------|--------------------------|--|
| 252.227-7014 | Rights in Noncommercial Computer Software and noncommercial Computer Software Documentation | Mar 2023 | N/A | 227.7203-6(a)(1) | None |
| 252.227-7016 | Rights in Bid or Proposal Information | Jan 2023 | N/A | 227.7103-6(e)(1) | Applicable for contract that include 252.227-7013 |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions | Jan 2023 | NA | 227.7103-3(b) | Applicable for contract that include 252.227-7013 |
| 252.227-7019 | Validation of Asserted Restrictions—Computer Software | Jan 2023 | NA | 227.7104(e)(3) | Applicable for contract that include 252.227-7014 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished information Marked with Restrictive Legends | Jan 2023 | N/A | 227.7103-6(c) | None |
| 252.227-7026 | Deferred Delivery of Technical data or Computer Software | Apr 1988 | N/A | 227.7103-8(a) | None |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software | Apr 1988 | N/A | 227.7103-8(b) | None |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | Jun 1995 | N/A | 227.7103-6(d) | None |
| 252.227-7030 | Technical Data—Withholding of Payment | Mar 2000 | N/A | 227.7103-6(e)(2) | Applicable for contract that include 252.227-7013 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | Jan 2023 | N/A | 227.7102-4(c) | Applicable for contract that include 252.227-7013 |
| 252.227-7038 | Patent Rights—Ownership be the Contractor (Large Business) | Jun 2012 | N/A | 227.303(2) | Use 252.227-7038 in place of 52.227-11 for R&D contracts |
| 252.227-7039 | Patents—Reporting of Subject Inventions | Apr 1990 | N/A | 227.303(1) | Use 252.227-7039 in place of 52.227-11 |
| 252.231-7000 | Supplemental Cost Principles | Dec 1991 | N/A | 231.100-70 | None |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | Jun 2012 | N/A | 232.7004(a) | None |
| 252.232-7010 | Levies on Contract Payments | Dec 2006 | \$3,000 | 232.7102 | None |
| 252.235-7003 | Frequency Authorization—Basic | Mar 2014 | N/A | 235.072(b)(1) | Applicable for contracts that involve developing, producing, constructing, testing or operating a device requiring a frequency authorization |

| DFARS Clause # | Title | Date | Dollar Threshold | Prescription Reference # | Prescription Description (if notable) |
|----------------|---|----------|------------------|--------------------------|---|
| 252.235-7010 | Acknowledgement of Support and Disclaimer | May 1995 | N/A | 235.072(c) | Applicable for R&D contracts |
| 252.235-7011 | Final Scientific or Technical Data | Dec 2019 | N/A | 235.072(d) | Applicable for R&D contracts |
| 252.242-7004 | Material Management and Accounting System | May 2011 | \$150,000 | 242.7204 | Applicable for cost reimbursable or fixed-price contracts with progress payments, for non-commercial items, and not awarded to a sm. bus, ed. insit. or nonprofit organizations |
| 252.242-7006 | Accounting System Administration | Feb 2012 | N/A | 242.7503 | None |
| 252.243-7001 | Pricing of Contract Modifications | Dec 1991 | N/A | 243.205-70 | Applicable for fixed-price contracts |
| 252.243-7002 | Requests for Equitable Adjustment | Dec 2022 | \$150,000 | 243.205-71 | None |
| 252.244-7000 | Subcontracts for Commercial Items | Jan 2023 | N/A | 244.403 | Applicable for contracts for supplies or services other than commercial items that contain any of the following: 225-7009, 246-7003, 247-7023, 247-7024 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | Apr 2012 | N/A | 245.107(2) | Applicable for contracts that include 52.245-01 |
| 252.245-7002 | Reporting Loss of Government Property | Jan 2021 | N/A | 245.107(3) | Applicable for contracts that include 52.245-01 |
| 252.245-7003 | Contractor Property Management System Administration | Apr 2012 | N/A | 245.107(4) | Applicable for contracts that include 52.245-01 |
| 252.245-7004 | Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006) | Nov 2021 | N/A | 245.107(5) | Applicable for contracts that include 52.245-01 |
| 252.246-7001 | Warranty of Data | Mar 2014 | N/A | 246.710(1) | Applicable for contract that include 252.227-7013 |
| 252.246-7003 | Notification of Potential Safety Issues | Jan 2023 | N/A | 246.371(a) | None |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System | JAN 2023 | N/A | 246.870-3(a) | None |
| 252.246-7008 | Sources of Electronic Parts | JAN 2023 | N/A | 246.870-3(b) | None |
| 252.247-7023 | Transportation of Supplies by Sea | Jan 2023 | N/A | 247.574(b)(1) | None |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction | Dec 2022 | N/A | 249.7003(c) | None |
| 252.251-7000 | Ordering From Government Supply Sources | Aug 2012 | N/A | 251.107 | Applicable for contracts that include 52.251-01 |