



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

Table of Contents

Sec #	Title / Subtitle	Sec #	Title / Subtitle
--	Introduction / Instructions on Use of this Document	22.	Order of Precedence
--	Definitions	23.	Packing and Shipping
--	Terms & Conditions	24.	Payment / Invoicing / Taxes / Duties
1.	Acceptance of Contract / Terms & Conditions	25.	Price Reduction for Defective Cost or Pricing Data
2.	Assignment	26.	Priority Rating
3.	Changes / Scope of Work / Equitable Adjustment	27.	Privity of Contract / Communication with Buyer's Customer
4.	Compliance with Law / Governing Law	28.	Product Obsolescence
5.	Contract Closeout	29.	Proprietary Information
6.	Contract Direction	30.	Publicity / Release of Information
7.	Counterfeit Parts / Work	31.	Quality Assurance
8.	Delivery / Notice of Delay	32.	Record Retention
9.	Disputes	33.	Remedies
10.	Electronic Contracting	34.	Representations / Certifications / Authorizations
11.	Export Control		Sanctions
12.	Extras	35.	Severability / Enforceability
13.	Force Majeure	36.	Special Equipment
14.	Furnished Equipment	37.	Survivability
15.	Gratuities / Kickbacks	38.	Subcontracting
16.	Independent Contractor Relationship	39.	Termination for Convenience
17.	Inspection and Test	40.	Termination for Default
18.	Insurance	41.	Waiver
19.	Intellectual Property / Infringement / Patent Indemnification	42.	Warranty
20.	Nonconforming Product	--	FAR Clauses
21.	Open Source Software	--	DFARS Clauses

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 and its U.S. wholly owned subsidiaries
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 & DFAR 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:
 - If for **QinetiQ Inc.**:
 - Electronic Summary Invoice sent to: Accounts payable@us.QinetiQ.com or downloaded by QinetiQ in the QinetiQ approved format.
 - Electronic Invoice emailed to: Accounts payable@us.QinetiQ.com.
 - Paper Invoice mailed to:
Attention Accounts Payable
QinetiQ Inc.
10440 Furnace Road, Suite 204
Lorton, Virginia, 22079
 - If for **Foster Miller, Inc. DBA QinetiQ North America**:
 - Electronic Summary Invoice sent to: TSG.Accountspayable@QinetiQ-NA.com or downloaded by QinetiQ in the QinetiQ approved format.
 - Electronic Invoice emailed to: TSG.Accountspayable@QinetiQ-NA.com.
 - Paper Invoice mailed to:
Attention Accounts Payable
Foster Miller, Inc.
DBA QinetiQ North America
350 2nd Avenue
Waltham, MA 02451

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.

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 are available upon request.

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.

35. 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.

36. 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.

37. 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.

38. Subcontracting

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

39. 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.

40. 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.

41. 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.

42. 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.

End of Terms & Conditions

FEDERAL ACQUISITION REGULATIONS (FAR)

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.202-01	Definitions	Nov 2013	\$150,000	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	\$150,000	3.404	Not applicable for contracts for commercial items
52.203-06	Restrictions on Subcontractor Sales to the Government	Sep 2006	\$150,000	3.503-2	Not applicable for R&D contracts; for contracts for commercial items use Alt I
52.203-07	Anti-Kickback Procedures	May 2014	\$150,000	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	\$150,000	3.104-9(a)	None
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014	\$150,000	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	\$150,000	3.808(a)	None
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010	\$150,000	3.808(b)	None
52.203-13	Contractor code of Business Ethics and Conduct	Oct 2015	\$5,000,000	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	Oct 2015	\$15,000,000	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	Dec 2011	\$150,000	3.1106	Applicable for services involving performance of acquisition functions closely associated with government functions; not applicable for R&D contracts
52.204-02	Security Requirements	Apr 1996	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	\$150,000	4.303	None
52.204-07	System for Award Management	Oct 2016	N/A	4.1105	None
52.204-08	Annual Representations and Certifications	Jan 2017	N/A	4.1202	Not applicable for contracts for commercial items

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
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	Oct 2016	\$25,000	4.1403(a)	Not applicable for classified contracts or contracts with individuals
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2020	N/A	889(a)(1)(B)	None
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment dated	Aug 2020	N/A	889(a)(1)(B)	None
52.209-05	Certification Regarding Responsibility Matters	Oct 2015	\$150,000	9.104-7(a)	None
52.209-06	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct 2015	\$35,000	9.409	None
52.209-09	Updates of Publicly Available Information Regarding Responsibility Matters	Jul 2013	\$500,000	9.104-7(c)	None
52-210-01	Market Research	Apr 2011	\$5,000,000	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	Oct 2010	\$700,000	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	Aug 2011	\$700,000	14.201-7(b)	None

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.214-28	Subcontractor Certified Cost or Pricing Data—Modifications—Sealed Bidding	Oct 2010	\$700,000	14.201-7(c)	None
52.215-01	Instructions to Offerors—Competitive Acquisitions	Jan 2017	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
52.215-02	Audit and Records—Negotiation	Oct 2010	\$150,000	15.209(b)	Not applicable if funded under ARRA or contracts for commercial items; for cost reimbursement contracts with educational institutions use Alt II
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	\$700,000	15.408(b)	Applicable if contracting by negotiations
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	Aug 2011	\$700,000	15.408(c)	Applicable if contract modifications are expected to exceed cost or pricing data threshold
52.215-12	Subcontractor Cost or Pricing Data	Oct 2010	\$700,000	15.408(d)	Applicable for contracts that include 52.215-10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	Oct 2010	\$700,000	15.408(e)	Applicable for contracts that include 52.215-11
52.215-14	Integrity of Unit Prices	Oct 2010	\$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	\$700,000	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	\$700,000	15.408(j)	Applicable for contracts subject to FAR 31 or if cost or pricing data is anticipated or for cost reimbursement contracts

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.215-19	Notification of Ownership Changes	Oct 1997	\$700,000	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	Oct 2010	\$700,000	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
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	Oct 2010	\$700,000	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	\$700,000	15.408(n)(1)	Applicable for contracts that include 52-215-23
52.215-23	Limitations on Pass-Through Charges	Oct 2009	\$700,000	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	Oct 1997	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

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.216-07	Allowable Cost and Payment	Jun 2013	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
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 2014	\$3,000	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 2014	N/A	19.1309(b)	Applicable for contracts awarded by full and open competition
52.219-08	Utilization of Small Business Concerns	Nov 2016	\$150,000	19.708(a)	Not applicable for personal services contracts or contracts performed outside the US
52.219-09	Small Business Subcontracting Plan	Jan 2017	\$650,000	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	\$650,000	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	Jan 1999	\$650,000	19.708(b)(2)	Applicable for contracts that include 52.219-09

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.219-25	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting	Jul 2013	N/A	19.1204(b)	None
52.219-28	Post-Award Small Business Program Representation	Jul 2013	\$3,000	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	\$150,000	22.103-5(b)	Applicable for cost reimbursement contracts
52.222-03	Convict Labor	Jun 2003	\$3,000	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 2014	\$150,000	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	Oct 2016	\$3,000	22.1505(b)	None
52.222-20	Walsh-Healey Public Contracts Act	May 2014	\$15,000	22.610	Applicable for contracts covered by the Act as noted in 22.603, 22.604 and 22.605
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	Oct 2015	\$100,000	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.

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.222-36	Affirmative Action for Workers With Disabilities	Jul 2014	\$15,000	22.1408(a)	Not applicable for contracts performed and workers recruited outside the US
52.222-37	Employment Reports Veterans	Feb 2016	\$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	\$150,000	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	May 2014	\$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	Mar 2015	N/A	22.1705(a)	None
52.222-54	Employment Eligibility Verification	Oct 2015	\$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	Jan 1997	N/A	23.303	Applicable for contracts that require the delivery of hazardous materials; for contracts other than with the DoD use Alt I
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

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
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	Aug 2011	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	May 2014	\$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)
52.225-02	Buy American Act Certificate	May 2014	\$3,000 to \$25,000	25.1101(a)(2)	Applicable for contracts that include 52.225-01
52.225-03	Buy American Act—Free Trade Agreements—Israel Trade Act	May 2014	\$25,000 to \$203,000	25.1101(b)(1)(i)	None
52.225-05	Trade Agreements	Oct 2016	\$203,000	25.1101(c)(1)	Not applicable for R&D contracts
52.225-08	Duty-Free Entry	Oct 2010	\$150,000	25.1101(e)	Applicable for contracts that may be imported into the US; applicable to contracts below simplified acquisition threshold when savings from waiving the duty is anticipated to be more than the administrative cost of waiving the duty
52.225-13	Restrictions on certain Foreign Purchases	Jun 2008	N/A	25.103(a)	None
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	Mar 2008	N/A	25.301-4	Not applicable for personal services contracts
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	Dec 2012	N/A	25.1103(e)	None
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000	N/A	26.104	None

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.227-01	Authorization and Consent	Dec 2007	\$150,000	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	\$150,000	27.201-2(a)(2)	Applicable for R&D contracts
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007	\$150,000	27.201-2(b)	Applicable for contracts that include 52.227-01
52.227-03	Patent Indemnity	Apr 1984	N/A	27.201-2(c)(1)	Applicable for contract for commercial items; not applicable for R&D contracts
52.227-06	Royalty Information	Apr 1984	N/A	27.202-5(a)(1)	Applicable for solicitations that may result in a negotiated contract for which royalty information is desired and for which certified cost or pricing data are obtained
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

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.230-02	Cost Accounting Standards	Oct 2015	\$750,000	30.201-4(a)	Applicable for negotiated contracts unless exempt
52.230-03	Disclosure and Consistency of Cost Accounting Standards	Oct 2015	\$650,000	30.201-4(b)(1)	Applicable for negotiated contracts unless exempt
52.230-04	Disclosure and Consistency of Cost Accounting Standards—Foreign Concerns	Oct 2015	\$650,000	30.210-4(c)	Applicable for negotiated contracts with foreign concerns unless exempt from CAS (foreign concerns do not include foreign governments)
52.230-05	Cost Accounting Standards—Educational Institutions	Aug 2016	\$750,000	30.201-4(e)	Applicable for negotiated contracts with educational institutions unless exempt from CAS
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	Aug 2012	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	\$3,000	32.806(a)(1)	None
52.232-23 Alt I	Assignment of Claims Alt I	Apr 1984	\$3,000	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

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.232-33	Payment by Electric Funds Transfer—System for Award Management	Jul 2013	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	Dec 2013	N/A	32.009-2	None
52.233-01	Disputes	May 2014	N/A	33.215	None
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	\$150,000	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

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.242-03	Penalties for Unallowable Costs	May 2014	\$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	\$150,000	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
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	\$100,000	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	Oct 2010	\$150,000	44.204(a)(1)	None

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.244-05	Competition in Subcontracting	Dec 1996	\$150,000	44.204(c)	None
52.244-06	Subcontracts for Commercial Items	Jan 2017	N/A	44.403	Not applicable for contracts for commercial items
52.245-01	Government Property	Jan 2017	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	\$150,000	46.302	Applicable for fixed price contracts for delivery of supplies
52.246-03	Inspection of Supplies—Cost Reimbursement	Mar 2001	N/A	46.303	Applicable for cost reimbursement contracts for delivery of supplies
52.246-04	Inspection of Services—Fixed Price	Aug 1996	\$150,000	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	\$150,000	46.307(a)	None
52.246-08	Inspection of Research & Development—Cost Reimbursement	Mar 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	\$150,000	46.316	Applicable for fixed price contracts for supplies or R&D services
52.246-23	Limitation of Liability	Feb 1997	\$150,000	46.805(a)(1)	None
52.246-24	Limitation of Liability—High Value Items	Feb 1997	\$150,000	46.805(a)(2)	None
52.246-25	Limitation of Liability—Services	Feb 1997	\$150,000	46.805(a)(4)	None
52.247-01	Commercial Bill of Lading Notations	Feb 2006	\$150,000	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

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
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	Apr 1984	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 (DFRAS)

DFAR 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	Dec 2008	\$150,000	203.570-3	Not applicable to contracts for commercial items
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep 2013	N/A	203.907	None

DFAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.203-7003	Agency Office of the Inspector General	Dec 2012	\$5,000,000	203.1004(a)	Applicable for contracts that include 52.203-13
252.204-7002	Payment for Subline Items Not Separately Priced	Dec 1991	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
252.204-7004 Alt A	Alternate A, System for Award Management	Feb 2014	N/A	204.1105	Applicable for contracts that include 52.204-07
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001	N/A	204.404-70(c)	Applicable for contracts that contain 52.204-02
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	Oct 2016	N/A	204.7304(b)	None
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Oct 2016	N/A	204.7304(c)	None
252.204-7013	Limitations on the Use or Disclosure of Information by Litigation Support Officers	May 2016	N/A	204.7403(a)	None
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Officers	May 2016	N/A	204.7403(b)	None
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	May 2016	N/A	204.7403(c)	None
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991	\$1,000,000	205.470	None
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	Dec 1991	\$150,000	208.7305(a)	Applicable for contracts when precious metals will be used
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	Jan 2009	\$150,000	209.104-70(a)	None
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Jun 2010	N/A	209.104-70(b)	None
252.209-7004	Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country	Oct 2015	\$150,000	209.409	None

DFAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.211-7000	Acquisition Streamlining	Oct 2010	\$1,500,000	211.002-70	None
252.211-7003	Item Identification and validation	Mar 2016	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
252.215-7000	Pricing Adjustments	Dec 2012	\$700,000	215.408(1)	Applicable for contracts that include 52.215-11 -12 or -13
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)	Mar 2016	\$650,000	219.708(b)(1)(A)(1)	Applicable for contracts that include 52.219-09
252.222-7000	Restrictions on Employment of Personnel	Mar 2000	N/A	222.7004	None
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Dec 2010	\$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
252.225-7001	Buy American Act and Balance of Payments Program	Dec 2016	N/A	225.1101(2)(i)	Use 252.225-7001 in place of 52.225-01
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 2016	N/A	225.1101(3)	Applicable for contracts that include 252.225-7001 -7021 or -7036
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	Oct 2010	\$650,000	225.7204(c)	Applicable for contracts to be performed outside the US
252.225-7008	Restriction on Acquisition of Specialty Metals	Mar 2013	\$150,000	225.7003-5(a)(1)	Applicable for contracts that require the delivery of specialty metals as end items

DFAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Oct 2014	\$150,000	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	\$150,000	225.7003-5(b)	Applicable for contracts that include 252.225-7009
252.225-7012	Preference for Certain Domestic Commodities	Dec 2016	\$150,000	225.7002-3(a)	None
252.225-7013	Duty-Free Entry	May 2016	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	\$150,000	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	Jun 2011	N/A	225.7009-5	Not applicable for contracts for commercial items other than ball or roller bearings as end items
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	Dec 2009	N/A	225.7007-3	Applicable for contracts requiring welded shipboard anchor or mooring chain four inches or less in diameter
252.225-7021	Trade Agreements	Dec 2016	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
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

DFAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
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 2016	N/A	225.1101(11)(i)(A)	None
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	Jun 2005	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
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Sep 2004	\$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	Feb 2014	N/A	227.7103-6(a)	None
252.227-7014	Rights in Noncommercial Computer Software and noncommercial Computer Software Documentation	Feb 2014	N/A	227.7203-6(a)(1)	None
252.227-7016	Rights in Bid or Proposal Information	Jan 2011	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 2011	NA	227.7103-3(b)	Applicable for contract that include 252.227-7013
252.227-7019	Validation of Asserted Restrictions—Computer Software	Sep 2016	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	May 2013	N/A	227.7103-6(c)	None

DFAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
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	Sep 2016	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
252.229-7011	Reporting of Foreign Taxes—U.S. Assistance Programs	Sep 2005	N/A	229.170-4	None
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
252.235-7004	Protection of Human Subjects	Jul 2009	N/A	235.072(e)	Applicable for R&D contracts involving human subjects
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	Jan 2015	N/A	235.072(d)	Applicable for R&D contracts
252.239-7001	Information Assurance Contractor Training and Certification	Jan 2008	N/A	239.7103(b)	None
252.239-7016	Telecommunications Security Equip, Devices, Techniques, and Services	Dec 1991	N/A	239.7411(d)	Applicable for contracts that require secure telecommunications

DFAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
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 2012	\$150,000	243.205-71	None
252.244-7000	Subcontracts for Commercial Items	Jun 2013	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	Apr 2012	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	Sep 2016	N/A	245.107(5)	Applicable for contracts that include 52.245-01
252.246-7000	Material Inspection and Receiving Report	Mar 2008	N/A	246.370	Applicable for contracts that include separate and distinct deliverables
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	Jun 2013	N/A	246.371(a)	None
252.247-7023	Transportation of Supplies by Sea	Apr 2014	N/A	247.574(b)(1)	None
252.247-7024	Notification of Transportation of Supplies by Sea	Mar 2000	N/A	247.574(c)	None
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Oct 2015	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

End of DFAR Clauses