

# **SIKORSKY AIRCRAFT CORPORATION**

## **U.S. Government Provisions and Clauses for Orders under U.S. Government Contracts**

### **1. General**

- 1.1 If an Order is placed at any tier under a Prime Contract awarded by the U.S. Government, additional U.S. Government provisions (“U.S. Government Contract Clauses”) shall apply. In the event of a conflict between a provision in this document and Buyer’s Standard Terms and Conditions of Purchase, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in Buyer’s Standard Terms and Conditions of Purchase.
- 1.2 While Buyer has made every effort to include every potentially applicable U.S. Government Contract Clause in this document, U.S. Government Contract Clauses, the inclusion of which in a subcontract is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from the Order.
- 1.3 Supplier shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontract placed in support of this Order.
- 1.4 Supplier shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Supplier’s subcontractors’ failure to comply with the applicable U.S. Government Contract Clauses.
- 1.5 Notwithstanding any other provisions in this document, Supplier shall comply with, and shall support Buyer’s compliance with, any applicable U.S. Government procurement regulations and policies, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the Goods/Services. Supplier agrees to furnish cost and pricing data certified as to currency, accuracy and completeness every three (3) years, or as frequently as required by Buyer’s Customer. To the extent the prices under the Agreement and/or Order for the Goods/Services are at any time not supported by Supplier’s cost or pricing data, Supplier agrees to negotiate fair and reasonable prices for the Goods/Services and to incorporate such prices in the Agreement and/or Order. In no event shall any renegotiated unit price for

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

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

The following provisions shall apply to all Orders for which Supplier is required to submit cost or pricing data pursuant to the Truth in Negotiations Act ("the Act"). A "determination" by Buyer's Customer means a final decision of a Government Contracting Officer or the withholding of money, reduction in any cost, price or fee from Buyer by a customer based on an alleged failure of Supplier or its subcontractors to comply with the Act.

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

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

- 3.1 Supplier agrees that its books, records and facilities, or such parts of its facilities as may be engaged in the performance of this Order, shall at all reasonable times be subject to inspection and audit by Buyer or any authorized representatives of the U.S. Government.

3.2 Supplier hereby grants to Buyer the right to examine its books, records and data which will permit the adequate evaluation of cost and pricing data used to arrive at the price quoted in this Order (including without limitation claims/proposals submitted pursuant to the Clauses entitled Changes and Termination for Convenience).

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

#### **4. Orders Involving Government Property**

4.1 Title to facilities, special test equipment and special tooling acquired, fabricated or procured by Supplier for Buyer under this Order shall pass to and vest in the Government or Buyer (depending on the line item under which it is acquired) when its use in performing this Order commences or when Buyer has paid for it, whichever is earlier, whether or not title previously vested in the Government or Buyer. The Government shall retain title to government-furnished property.

4.2 If this Order contains a provision directing Supplier to purchase material from a vendor for which Buyer will reimburse Supplier as a direct item of cost under this Order, title to material purchased from the vendor shall pass to and vest in the Government or Buyer upon the vendor's delivery of such material to Supplier, and title to all other material shall pass to and vest in the Government or Buyer upon: (i) issuance of the material for use in Order performance; (ii) commencement of processing of the material or its use in Order performance; or (iii) reimbursement of the cost of the material by Buyer, whichever occurs first.

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

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

##### **Definitions.**

5.1 "Computer Software" means computer software as defined in DFARS 252.227-7013(a)(3), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a) or such other relevant Government Acquisition Regulation clause as may be incorporated in this Agreement.

5.2 "DoE" means the Department of Energy.

- 5.3 “Government Acquisition Regulations” means the FAR, DFARS, NASA FAR Supplement and DoE Acquisition Regulation (DEAR) regulations that are incorporated into the Prime Contract and, by incorporation, this Order.
- 5.4 “Intellectual Property” as used in this Article, means the definition set forth in the Terms & Conditions of Purchase that reference this document as well as Subject Invention, Technical Data, and Computer Software.
- 5.5 “Invention” means the invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the Department of Energy, as defined in FAR 52.227-11(a).
- 5.6 “NASA” means the National Aeronautics and Space Administration.
- 5.7 “Practice” means to make, use, sell, offer for sale, import and export Goods that embody the Subject Invention.
- 5.8 “Subject Invention” means subject invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-11(a).
- 5.9 “Technical Data” means technical data as defined in DFARS 252.2277013(a)(14), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in this Agreement.
- 5.10 “Unlimited Rights” means unlimited rights as defined in DFARS 252.227-7013(a)(15), -7014(a)(15) and -7018(a)(20), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in this Agreement.
- 5.11 “Use” means the right to use, modify, reproduce, perform, display, release, disclose, compile, integrate, embed and make derivative works of any Technical Data and Computer Software.

### **Technical Data and Computer Software Ownership and License Rights.**

- 5.12 Supplier acknowledges and agrees that the rights in Technical Data and Computer Software to be granted to the Government will be determined in accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software and Goods to be performed under this Order and the assertions of restrictions on use, release or disclosure of Supplier’s Intellectual Property that are provided to Buyer for delivery to the U.S. Government. Supplier grants licenses to the Government as required to be granted in DFARS 252.227-7013, 7014, 7015, 7016 and 7018, or for Prime Contracts with NASA or the DoE in FAR 52.227-14, for Technical Data

and Computer Software acquired, created or delivered to Buyer in the performance of this Order.

5.13 For Technical Data and Computer Software in which the Government has Unlimited Rights, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide license, with the right to grant sublicenses, to Use, including the right to make or have made, such Supplier's Technical Data and Computer Software for any purpose whatsoever, and to have or authorize others to do so.

5.14 Except as provided above, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide, license to sell and Use Supplier's Technical Data and Computer Software acquired, created or delivered in the performance of this Order (i) to fulfill Buyer's obligations under the Prime Contract; (ii) to disclose to third parties for obtaining government approvals, including airworthiness and for approvals of Buyer's data or Goods deliveries to the government; and (iii) to satisfy other contract requirements for the same or similar Goods.

5.15 Supplier shall deliver to Buyer all Technical Data and Computer Software needed to fulfill Supplier's obligations in the performance of this Order by the Delivery Date. At Buyer's request, Supplier shall deliver to Buyer all Technical Data and Computer Software acquired or created by Supplier in the performance of this Order, whether or not delivery was required and without additional cost to Buyer.

### **Patent Ownership and License Rights**

5.16 For any Subject Invention, Supplier hereby grants the U.S. Government a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice or have Practiced the Subject Invention for or on behalf of the U.S. Government. For NASA and DoE Prime Contracts, if required by such Prime Contract, Supplier agrees to assign the Subject Invention to the Government.

5.17 For any Subject Invention in which the Supplier retains ownership, Supplier hereby grants Buyer a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice and have Practiced the Subject Invention to the extent necessary to fulfill Buyer's obligations under the Prime Contract, as well as for any other purpose.

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

### **General Intellectual Property**

- 5.19 Supplier represents and warrants that Supplier has sufficient rights in all Intellectual Property that Supplier uses or transfers to Buyer in connection with this Order to allow Supplier to lawfully comply with this Order. If, in the performance of this Order, Supplier incorporates third party Intellectual Property into the Goods, Supplier shall obtain for the Government and the Buyer license rights equivalent to those granted by Supplier herein.
- 5.20 Except as expressly authorized herein, nothing in this Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under this Order.
- 5.21 If the Supplier does not receive Government funding to acquire or create Intellectual Property under this Order, the Section of the Sikorsky Aircraft Corporation Terms & Conditions of Purchase entitled "Intellectual Property Rights" shall apply to rights in such Intellectual Property in lieu of this Section 5.

### **Data Assertions and Markings**

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

### **Patent Indemnification**

- 5.24 To the extent that the Prime Contract includes the Authorization and Consent provision under FAR 52.227-1, the Government shall authorize and consent to the Supplier's use and manufacture of any invention described in a United States

patent in accordance with the Prime Contract. If the Government has assumed liability for U.S. patent infringement under the Prime Contract, Supplier is relieved of its obligations for such U.S. patent infringement under the Section of the Sikorsky Aircraft Corporation Terms & Conditions of Purchase entitled "Intellectual Property Indemnification", but only to the extent such liability is indemnified by the Government.

5.25 If the Prime Contract includes the Patent Indemnification provision under FAR 52.227-3, and if the Buyer's liability to the Government is for the infringement of a United States patent related to the Goods, the Supplier shall indemnify the Buyer under the same provision provided for in FAR 52.227-3 which is incorporated herein by reference, except that the terms "Contractor", "Government", "contract" and "Contracting Officer" shall be replaced by "Supplier", "Buyer", "Order" and "Buyer" respectively.

## **6. Supplier Changes to Specifications/U.S. Government Inspection**

Goods manufactured to Supplier's Specifications require prior Buyer's written approval for any variations. Goods manufactured to Buyer or Buyer's customer furnished Specifications require prior Buyer's written approval for any variations to Specifications. When U.S. Government Inspection at Supplier's facility appears in the inspection block of this Order, the following paragraph applies: U.S. Government inspection is required prior to shipment from Supplier's facility. Upon receipt of this Order, Supplier shall promptly notify and furnish a copy of the Order to the U.S. Government representative normally servicing Supplier's facility so that the U.S. Government inspection can be appropriately planned. If a U.S. Government representative does not service Supplier's facility, Supplier shall contact the nearest Defense Contract Management Association ("DCMA") office to plan the inspection. If Supplier cannot locate the DCMA office, Supplier shall notify Buyer immediately.

## **7. U.S. Government Contract Clauses Incorporated by Reference**

### **7.1 For covered subcontracts:**

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), -1.4(b), -300.5(a), and -741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

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

- 7.2 The clauses listed below are incorporated by reference herein and in this Order, as applicable, with the same force and effect as if they were given full text and notwithstanding the requirements of FAR 52.102. If there is a conflict with or addition to a clause in effect on the Order date and a clause of the Prime Contract, the Prime Contract clause shall govern. The full text of these clauses can be accessed on the Internet at <http://farsite.hill.af.mil/vffara.htm> and <http://www.acq.osd.mil/dpap/index.html>
- 7.3 The clauses listed below may require the submission of certifications and representations. When requested by Buyer, Supplier shall furnish any certification or representation that Buyer determines is necessary for compliance with such requirements.
- 7.4 Whenever necessary to make the context of the clauses applicable to this Order, the term "Contractor" shall mean Supplier, the term "Contract" shall mean this Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (a) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (b) in the patent clauses incorporated herein, (c) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein, and (f) where specifically modified herein. All references to the clause entitled "Disputes" and all references to the "Disputes Clause" in any clauses referenced herein are deleted.
- 7.5 The term "FAR" means the Federal Acquisition Regulation and the term "DFARS" means the Department of Defense Supplement to the Federal Acquisition Regulation as in effect on the date of this Order. The term "NASA" shall mean the U.S. National Aeronautics and Space Administration.
- 7.6 When the Supplier is furnishing Goods or Services that qualify as a "commercial item" under FAR 2.101, upon request, Supplier shall provide relevant documentation to support Supplier's assertion that its Goods or Services satisfy the definition of "commercial items" under FAR 2.101. Further, Suppliers of commercial items agree to all additional clauses in Buyer's high tier contract necessary for Buyer to satisfy its contractual obligations as they relate to this Order.



	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	<sup>1</sup> APPLICABILITY <sup>2</sup> MODIFICATIONS
1	Definitions	52.202-1	Jan 2012			<sup>1</sup> All Orders
2	Restrictions on Subcontractor Sales to the Government	52.203-6	Sep 2006			<sup>1</sup> Applies if this Contract exceeds the simplified acquisition threshold.
3	Anti-Kickback Procedures	52.203-7	May 2014			<sup>1</sup> Applies if Order exceeds \$150,000 <sup>2</sup> (exclude paragraph (c)(1); in paragraph (c)(4) delete "[T]he contracting officer may" and replace with "[T]o the extent the Contracting Officer has made an offset in the Prime Contractor directed the Buyer to withhold an amount, the Buyer may ...")
4	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8	May 2014			<sup>1</sup> All Orders
5	Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	May 2014			<sup>1</sup> All Orders
6	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11	Sep 2007			<sup>1</sup> Applies in accordance with FAR 3.808 and if Order exceeds \$150,000
7	Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Oct 2010			<sup>1</sup> Applies if this Order exceeds \$150,000. <sup>2</sup> Supplier's disclosure forms and those of Supplier's lower tier subcontractors will be provided to Buyer.
8	Contractor Code of Business Ethics and Conduct	52.203-13	Apr 2015			<sup>1</sup> Applies if Order exceeds \$5,500,000 and has a period of performance greater than 120 days. <sup>2</sup> Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
9	Display of Hotline Posters	52.203-14	Oct 2015			<sup>1</sup> Applies if Order exceeds \$5,500,000 but does not apply to Orders for commercial items or if the Order is performed entirely overseas.
10	Whistleblower Protections Under the American Recovery and Reinvestment Act	52.203-15	Jun 2010			<sup>1</sup> Applies if Order is funded with ARRA funds.
11	Preventing Personal Conflicts of Interest	52.203-16	Dec 2011			<sup>1</sup> Applies in accordance with subparagraph (d) of the clause.
12	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	52.203-17	Apr 2014			<sup>1</sup> Applies to all orders over the Simplified Acquisition threshold
13	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies			252.203-7001	Dec 2008	<sup>1</sup> Does not apply if Order is less than Simplified Acquisition. <sup>2</sup> The terms "contract" "contractor" and "subcontract" are not modified in paragraphs (a) through (d). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer not the Government." In paragraph (f), communication required under this clause with the Contracting Officer shall be through Buyer. Paragraph (g) is deleted.
14	Requirements to Inform Employees of Whistleblower Rights			252.203-7002	Sep 2013	<sup>1</sup> All Orders
June 2014 Agency Order of the Inspector General Doc # 13068 v.18				252.203-7003	Dec 2012	<sup>1</sup> Applies in all Orders when FAR 52.203-13 is applicable

16	Display of Hotline Poster(s)			252.203-7004	Oct 2016	<p><sup>1</sup> Applies if Order is in excess of \$5.5M except Orders performed entirely outside the United States. Does not apply to Commercial Items.</p> <p><sup>2</sup> Contact the Buyer for the identity of the location specified in subparagraph (b)(2) of the clause</p>
17	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.203-19	Jan 2017			<sup>1</sup> All Orders
18	Security Requirements	52.204-2	Aug 1996			<p><sup>1</sup> Applies only if this Order involves access to classified information.</p> <p><sup>2</sup> The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this Order.</p>
19	Disclosure of Information			252.204-7000	Oct 2016	<p><sup>1</sup>All Orders.</p> <p><sup>2</sup>In paragraph (b) "10 days" means "20 days."</p>
20	Limitations on the Use and Disclosure of Third Party Contractor Reported Cyber Incident Information			252.204-7009	Dec 2015	<sup>1</sup> Applies if this Order involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
21	Safeguarding Covered Defense Information and Cyber Incident Reporting			252.204-7012	Oct 2016	<p><sup>1</sup> Applies if this Order is for operationally critical support or for which Order performance will involve covered defense information</p> <p><sup>2</sup> Supplier shall furnish Buyer copies of notices provided to the Contracting Officer at the time such notices are sent.</p>
22	Limitations On The Use or Disclosure of Information by Litigation Support Contractors			252.204-7014	May 2016	<sup>1</sup> All Orders
23	Notice of Authorized Disclosure of Information to Litigation Support Contractors			252.204-7015	May 2016	<sup>1</sup> All Orders
24	Personal Identity Verification of Contractor Personnel	52.204-9	Jan 2011			<sup>1</sup> Applies if Supplier will have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
25	Reporting Executive Compensation and First tier Subcontract Awards	52.204-10	Oct 2016			<sup>1</sup> All Orders
26	Service Contract Reporting Requirements	52.204-14	Oct 2016			Applies in accordance with FAR 4.1703(a)(2) threshold criteria. Applies if this Order exceeds the thresholds in FAR 4.1703, except does not apply if the prime contract is funded by the Department of Defense. <sup>2</sup> The reports referred to in paragraph (f)(1) shall be furnished by Supplier to Buyer by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Buyer advises Supplier".

27	Service Contract reporting Requirements for Indefinite-Delivery Contracts	52.204-15	Oct 2016			<sup>1</sup> Applies if this Order exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. <sup>2</sup> The reports referred to in paragraph (f)(1) shall be furnished by Supplier to Buyer by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Buyer advises Supplier".
28	Basic Safeguarding of Covered Contractor Information Systems	52.204-21	Jun 2016			<sup>1</sup> Applies unless Supplier is furnishing commercially available off-the-shelf items.
29	Executive Compensation	52.204-10	Oct 2016			All Orders
30	Intent to Furnish Precious Metals as Government Furnished Material			252.208-7000	Dec 1991	<sup>1</sup> Applies if this Order may involve precious metals.
31	Required Sources For Helium and Helium Usage Date	52.208-8	Apr 2014			<sup>1</sup> Applies if Supplier will furnish a major helium requirement as defined in the clause.
32	Organizational Conflict of Interest—Major Acquisition Program			252.209-7009	Oct 2015	All Orders
33	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	Oct 2015			<sup>1</sup> Applies if this Order exceeds \$35,000. Does not apply if this Order is for commercial off the shelf items. <sup>2</sup> Copies of notices provided by Supplier to the Contracting Officer shall be provided to Buyer.
34	Material Requirements	52.211-5	Aug 2000			<sup>1</sup> All Orders
35	Defense Priority and Allocation Requirements	52.211-15	Apr 2008			<sup>1</sup> Applies if priority rating is noted on this Order
36	Acquisition Streamlining			252.211-7000	Oct 2010	<sup>1</sup> Applies if this Order exceeds \$1,500,000.
37	Item Unique Identification and Valuation			252.211-7003	Mar 2016	<sup>1</sup> All Orders. <sup>2</sup> "Government" means "Buyer" except in the definition of "issuing agency" in paragraph (a). All reports required to be submitted under this clause shall be submitted to Buyer.
38	Audit and Records-Sealed Bidding	52.214-26	Oct 2010			<sup>1</sup> Applies if this Order exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data. <sup>2</sup> "Contracting Officer" means "Buyer and the Contracting Officer."
39	Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding	52.214-27	Aug 2011			<sup>1</sup> Applies whenever FAR 52.215-28 applies to this Order. <sup>2</sup> "The Contracting Officer" means "Buyer or the Contracting Officer." "United States" and "Government" means "Buyer."
40	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	52.214-28	Oct 2010			<sup>1</sup> Applies if this Order exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

41	Audits and Records – Negotiation	52.215-2	Oct 2010			<sup>1</sup> Applies if this Order exceeds \$150,000 and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable contract, (2) if Supplier was required to furnish cost or pricing data, or (3) this Order requires Supplier to furnish cost, funding or performance reports. Alternate II applies if Supplier is an educational institution or non-profit institution.
42	Price Reduction for Defective Cost or Pricing Data	52.215-10	Aug 2011			<sup>1</sup> Applies whenever Supplier was/is required to furnish certified cost or pricing data in connection with this Order. <sup>2</sup> "The Contracting Officer" means "Buyer or the Contracting Officer." "United States" and "Government" mean "Buyer." The rights and obligations under this clause shall survive completion of the work and final payment under this Order.
43	Price Reduction for Defective Cost or Pricing Data-Modifications	52.215-11	Aug 2011			<sup>1</sup> Applies whenever Supplier was required to furnish certified cost or pricing data in connection with this Order. <sup>2</sup> "The Contracting Officer" means "Buyer or the Contracting Officer." "United States" and "Government" mean "Buyer." The rights and obligations under this clause shall survive completion of the work and final payment under this Order.
44	Subcontracting Cost or Pricing Data	52.215-12	Oct 2010			<sup>1</sup> Applies if this Order exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.
45	Subcontractor Cost or Pricing Data-Modifications	52.215-13	Oct 2010			<sup>1</sup> Applies if this Order exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.
46	Integrity of Unit Prices	52.215-14	Oct 2010			<sup>1</sup> Applies if this Order exceeds the simplified acquisition threshold. <sup>2</sup> Paragraph (b) is deleted.
47	Pension Adjustments and Asset Reversions	52.215-15	Oct 2010			<sup>1</sup> Applies if this Order meets the applicability requirements of FAR 15.408(g). <sup>2</sup> Communication/notification required under this clause from/to Supplier to/from the Contracting Officer shall be through Buyer
48	Facilities Capital Cost of Money	52.215-16	Jun 2003			<sup>1</sup> Applicable only if this Order is subject to the cost principles at FAR Subpart 31.2 and Supplier proposed facilities capital cost of money in its offer.

49	Waiver of Facilities Capital Cost of Money	52.215-17	Oct 1997			<sup>1</sup> Applies only if this Order is subject to the cost principles at FAR Subpart 31.2 for contracts with commercial organizations, and Supplier did not propose facilities capital cost of money in its offer.
50	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	52.215-18	Jul 2005			<sup>1</sup> Applies if this Order meets the applicability requirements of FAR 15.408(j). <sup>2</sup> Communication/notification required under this clause from/to Supplier to/from the Contracting Officer shall be through Buyer.
51	Notification of Ownership Changes	52.215-19	Oct 1997			<sup>1</sup> Applies if this Order meets the applicability requirements of FAR 15.408(k). <sup>2</sup> Communication/notification required under this clause from/to Supplier to/from the Contracting Officer shall be through Buyer.
52	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	52.215-20	Oct 2010			<sup>1</sup> All Orders.
53	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications	52.215-21	Oct 2010			<sup>1</sup> All Orders.
54	Limitation on Pass-Through Charges	52.215-23	Oct 2009			<sup>1</sup> Applies if this is a cost-reimbursement Order in excess of \$150,000, except if the prime contract to which this Order relates is with the DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price Orders, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
55	Pricing Adjustments			252.215-7000	Dec 2012	<sup>1</sup> Applies if the FAR clause entitled "Subcontractor Certified Cost or Pricing Data" or "Subcontractor Certified Cost or Pricing Data - Modifications" apply to this Order.
56	Allowable Cost and Payment	52.216-7	Jun 2013			<sup>1</sup> Applies to cost-type Orders.
57	Fixed Fee	52.216-8	Jun 2011			<sup>1</sup> Applies if Order is cost plus fixed fee. <sup>2</sup> The last two sentences are deleted.
58	Fixed Fee - Construction	52.216-9	Jun 2011			<sup>1</sup> Applies to Orders under cost plus fixed fee for construction work.
59	Incentive Fee	52.216-10	Jun 2011			<sup>1</sup> Applies if Order is cost plus incentive fee where the incentives are not defined in the Order. <sup>2</sup> In subparagraphs (e)(4)(v) and (e)(4)(vi) the word "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted.
60	Cost Contract – No Fee	52.216-11	Apr 1984			<sup>1</sup> Applies to cost reimbursement – no fee Orders.
61	Allowability of Legal Costs Incurred In Connection With A Whistleblower Proceeding			252.216-7009	Sep 2013	<sup>1</sup> Applies to Orders where FAR 52.216-7 "Allowable Cost and Payment" applies.
62	Cost-Sharing Contract—No Fee	52.216-12	Apr1984			<sup>1</sup> Applies to all cost sharing-no fee Orders.
63	Cancellation Under Multiyear Contracts	52.217-2	Oct 1997			<sup>1</sup> Applies to all multi-year Orders. <sup>2</sup> In paragraph (e) "1 year" is changed to "six months."

64	Utilization of Small Business Concerns	52.219-8	Nov 2016			<sup>1</sup> All Order.
65	Small Business Subcontracting Plan	52.219-9	Jan 2017			<sup>1</sup> Applies if this Order exceeds \$700,000, however does not apply to Orders solely Commercial Items. Does not apply if Supplier is a small business concern. <sup>2</sup> Supplier's subcontracting plan is incorporated herein by reference.
66	Small business Subcontracting Plan (DoD Contracts)-Basic			252.219-7003	Mar 2016	<sup>1</sup> Applies if FAR 52.219-9 is included in this Order.
67	Small Business Subcontracting Plan (test program)			252.219-7004	Oct 2014	<sup>1</sup> Applies if Supplier participates in the DoD Comprehensive Small Business Subcontracting Plan Test Program.
68	Payment For Overtime Premiums	52.222-2	Jul 1990			<sup>1</sup> Applies to Orders under cost-reimbursement Orders. <sup>2</sup> Insert "zero" in the blank.
69	Contract Work Hours and Safety Standards - Overtime Compensation	52.222-4	May 2014			<sup>1</sup> Applies if this Order requires or involves the employment of laborers and mechanics.
70	Subcontracts (Labor Standards)	52.222-11	May 2014			<sup>1</sup> Applies if the Order is for construction within the United States. <sup>2</sup> The last sentence of paragraph (a) is revised to read as follows: "Supplier is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph."
71	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	52.222-20	May 2014			<sup>1</sup> Applies if Order is for the manufacture or furnishing of materials, supplies, articles or equipment and exceeds \$15,000
72	Prohibition of Segregated Facilities	52.222-21	Apr 2015			<sup>1</sup> All Orders
73	Previous Contracts and Compliance Reports	52.222-22	Feb 1999			<sup>1</sup> All Orders
74	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity	52.222-23	Apr 1984			<sup>1</sup> Applies if Order is over \$10,000 for work involving any construction trade. <sup>2</sup> The blanks in paragraph (b) are _____ (minority goal) and _____ (female goal). The geographic area described in paragraph (e) is _____.
75	Pre-award On-Site Equal Opportunity Compliance Evaluation	52.222-24	Feb 1999			<sup>1</sup> Applies if Order exceeds \$10,000,000 and include FAR 52.222-26 "Equal Opportunity"
76	Affirmative Action Compliance	52.222-25	Apr 1984			<sup>1</sup> All Orders
77	Equal Opportunity	52.222-26	Sep2016			<sup>1</sup> All Orders
78	Affirmative Action Compliance Requirements for Construction	52.222-27	Apr 2015			<sup>1</sup> Applies if Order is for work involving any construction trade in excess of \$10,000
79	Project Labor Agreements	52.222-34	May 2010			<sup>1</sup> Applies if Order is for construction
80	Equal Opportunity for Veterans	52.222-35	Oct 2015			<sup>1</sup> Applies if Order exceeds \$100,000
81	Affirmative Action for Workers with Disabilities	52.222-36	July 2014			<sup>1</sup> Applies if Order exceeds \$15,000
82	Employment Reports on Veterans	52.222-37	Feb 2016			<sup>1</sup> Applies if Order exceeds \$100,000
83	Notification of Employee Rights Under the National Labor Relations Act	52.222-40	Dec 2010			<sup>1</sup> Applies if this Order exceeds \$10,000.
84	Service Contract Labor Standards	52.222-41	May 2014			<sup>1</sup> Applies if Order exceeds \$2,500
85	Statement of Equivalent Rates For Federal Hires	52.222-42	May 2014			<sup>1</sup> Applies if Order exceeds \$2,500

86	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)	52.222-43	May 2014			<sup>1</sup> Applies if FAR 52.222-41 applies to this Order. <sup>2</sup> "Contracting Officer" means "Buyer and the Contracting Officer" except in paragraph (f) where it means "Buyer." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this Order shall not be made unless or until the Contracting Officer make appropriate adjustments to Buyer's prime contract.
87	Fair Labor Standards Act and Service contract Labor Standards – Price Adjustment	52.222-44	May 2014			<sup>1</sup> Applies if FAR 52.222-41 applies to this Order. <sup>2</sup> "Contracting Officer" means "Buyer and the Contracting Officer" except in paragraph (e) where it means "Buyer." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this Order shall not be made unless or until the Contracting Officer make appropriate adjustments to Buyer's prime contract.
88	Combating Trafficking in Persons	52.222-50	Mar 2015			<sup>1</sup> All Orders
89	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	52.222-51	May 2014			<sup>1</sup> Applies to Orders for exempt services.
90	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	52.222-53	May 2014			<sup>1</sup> Applies to Orders for exempt services
91	Employment Eligibility Verification	52.222-54	Oct 2015			<sup>1</sup> Applies if this Order exceeds \$3,500, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a Commercially Off The Shelf item (or an item that would be a Commercially Off The Shelf item, but for minor modifications), performed by the Commercially Off The Shelf items provider, and are normally provided for that Commercially Off The Shelf item); or is for construction.
92	Minimum Wages Under Executive Order 13658	52.222-55	Dec 2015			<sup>1</sup> Applies to Orders if FAR 52.222-6 or FAR 52.222-41 are applicable.
93	Certification Regarding Trafficking in Persons Compliance Plan	52.222-56	Mar 2015			<sup>1</sup> Applies to all bids, offers or proposals submitted to Buyer, with the certification requirements at paragraph (c) deemed incorporated by reference in all bids, offers or proposals submitted to Buyer.
94	Paycheck Transparency (Executive Order 13673)	52.222-60	Oct 2016			<sup>1</sup> Applies if this Order exceeds \$500,000 unless Supplier is furnishing commercially available off-the-shelf items.
95	Paid Sick Leave Under Executive Order 13706	52.222-62	Jan 2017			<sup>1</sup> Applies if this Order is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
96	Restrictions on Employment of Personnel			252.222-7000	Mar 2000	<sup>1</sup> All Orders

97	Restrictions on the Use of Mandatory Arbitration Agreements			252.222-7006	Dec 2010	<sup>1</sup> All Orders that that exceed \$1,000,000 that will be funded in whole or part with Fiscal Year 2010, 2011 and future years appropriated funds. <sup>2</sup> The certification in paragraph (b)(2) applies to both Seller in its own capacity and to Seller's covered subcontractors.
98	Representation Regarding Combating Trafficking in Persons			252.222-7007	Jan 2015	<sup>1</sup> All Orders expected to be subject to FAR 52.222-50
99	Hazardous Material Identification and Material Safety Data	52.223-3	Jan 1997			<sup>1</sup> Applies if this Order involves hazardous materials.
100	Notice of Radioactive Materials	52.223-7	Jan 1997			Applies only if Supplier delivers radioactive materials under this Order. <sup>1</sup> Applies if this Order is for radioactive materials. <sup>2</sup> The blank in paragraph (a) is replaced with "30 days."
101	Ozone Depleting Substances	52.223-11	Jun 2016			<sup>1</sup> All Orders
102	Energy Efficiency in Energy-Consuming Products	52.223-15	Dec 2007			<sup>1</sup> Applies in accordance with subparagraph (c) of the clause
103	Encouraging Contractor Policies to Ban Text Messaging While Driving	52.223-18	Aug 2011			<sup>1</sup> Applies if Order exceeds \$3,500
104	Hazard Warning Labels			252.223-7001	Dec 1991	<sup>1</sup> Applies if this Order requires the delivery of hazardous materials as defined in the clause.
105	Safety Precautions for Ammunition and Explosives			252.223-7002	May 1994	<sup>1</sup> Applies if this Order involves ammunition or explosives. <sup>2</sup> "Contracting Officer" does not mean "Buyer" in paragraph (c)(4) where it means "Contracting Officer" as it relates to government personnel. "Government" means "Buyer and the Government."
106	Change in Place of Performance – Ammunition and Explosives			252.223-7003	Dec 1991	<sup>1</sup> Applies if this Order involves ammunition or explosives. <sup>2</sup> "Government" means "Buyer and the Government."
107	Prohibition on Storage and Disposal of Toxic and Hazardous Materials			252.223-7006	Apr 2012	<sup>1</sup> All Orders
108	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives			252.223-7007	Sep 1999	<sup>1</sup> Applies if this Order is for the development, production, manufacture, or purchase of AA&E; or when AA&E will be provided to Supplier as Government-furnished property.
109	Prohibition of Hexavalent Chromium			252.223-7008	Jun 2013	<sup>1</sup> Applies to all Orders for supplies, maintenance and repair services, or construction materials.
110	Privacy Act Notification	52.224-1	Apr 1984			<sup>1</sup> Applies if Supplier will be required to design, development, or operation of such a system of records.
111	Privacy Act	52.224-2	Apr 1984			<sup>1</sup> Applies if this Order is for the design, development, or operation of such a system of records.



112	Privacy Training	52.224-3	Jan 2017			<sup>1</sup> Applies if Supplier will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. <sup>2</sup> In paragraph (d), "contracting officer" means "Buyer and the contracting officer."
113	Buy American - Supplies	52.225-1	May 2014			<sup>1</sup> Applicable if the Supplies provided under this Order contains other than domestic components as defined by this clause.
114	Buy American -North American Free Trade Agreement-Israeli Trade Act	52.225-3	May 2014			<sup>1</sup> All Orders
115	Trade Agreements	52.225-5	Oct 2016			<sup>1</sup> All Orders
116	Duty Free Entry	52.225-8	Oct 2010			<sup>1</sup> Applies if supplies will be imported into the Customs Territory of the United States. <sup>2</sup> Contracting Officer" means "Buyer" except in paragraphs (c) and (e). In subparagraph (c)(1) "20 days" is changed to "30 days." In subparagraph (c)(2), replace the fifth word "determines" with "has been notified." Communication/notification required under this clause from/to the Supplier to/from the Contracting Officer shall be through Buyer.
117	Buyer American – Construction Materials	52.225-9	May 2014			<sup>1</sup> Applies to all construction Orders.
118	Buy American – Construction Materials Under Trade Agreements	52.225-11	Oct 2016			<sup>1</sup> Applies to all construction Orders.
119	Restrictions on Certain Foreign Purchases	52.225-13	Jun 2008			<sup>1</sup> All Orders. <sup>2</sup> Communication required under this clause from/to Supplier to/from the Contracting Officer shall be through Buyer.
120	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	52.225-19	Mar 2008			<sup>1</sup> Applies in accordance with paragraph (q) of the clause. <sup>2</sup> The blank in subparagraph (j)(1)(ii) is completed with "Regional Security Officer" unless otherwise specified.
121	Required Use of American Iron, Steel, and Manufactured Goods - Buy American Statute - Construction Materials	52.225-21	May 2014			<sup>1</sup> Applies if Order involves the furnishing of steel, and other manufactured goods for use as construction material.
122	Required Use of American Iron, Steel, and Manufactured Goods - Buy American Statute - Construction Materials Under Trade Agreements	52.225-23	Oct 2016			<sup>1</sup> Applies if Order involves the furnishing of steel, and other manufactured goods for use as construction material.
123	Contractors Performing Private Security Functions Outside the United States	52.225-26	Oct 2016			<sup>1</sup> Applies in accordance with paragraph (f) of the clause.
124	Buy American and the Balance of Payments Program			252.225-7001	Dec 2016	<sup>1</sup> All Orders
125	Prohibition on Acquisition of United States Munitions List items From communist Chinese Military Companies			252.225-7007	Sep 2006	<sup>1</sup> Applies if this Order is for an item on the United States Munitions List.
126	Restriction on Acquisition of Specialty Metals			252.225-7008	Mar 2013	<sup>1</sup> All Orders that requires the delivery of specialty metal as an end item under the Order.

127	Restriction on Acquisition of Certain Articles Containing Specialty Metals			252.225-7009	Oct 2014	<sup>1</sup> Applies if the Work furnished includes specialty metals. <sup>2</sup> Paragraph (d) is deleted. The phrase "end item" in paragraph (e)(6) means "end item under the prime contract." For the purpose of this clause, Supplier shall assume the minimal amount exception in paragraph (c)(6) does not apply with respect to this contract unless otherwise notified by Buyer.
128	Preference for Certain Domestic Commodities			252.225-7012	Dec 2016	<sup>1</sup> All Orders.
129	Duty-Free Entry			252.225-7013	May 2016	<sup>1</sup> All Orders. <sup>2</sup> The prime contract number and identity of the Contracting Officer are contained elsewhere in this Order. If this information is not available, contact Buyer's procurement representative.
130	Restriction on Acquisition of Hand or Measuring Tools			252.225-7015	Jun 2005	<sup>1</sup> All Orders that require the delivery of hand or measuring tools.
131	Restriction on Acquisition of Ball and Roller Bearings			252.225-7016	Jun 2011	<sup>1</sup> Applies if the Order work contains ball or roller bearings.
132	Trade Agreements			252.225-7021	Dec 2016	<sup>1</sup> All Orders
133	Restriction on Acquisition of Forgings			252.225-7025	Dec 2009	<sup>1</sup> All Orders
134	Restriction on Contingent Fees for Foreign Military Sales			252.225-7027	Apr 2003	<sup>1</sup> All Orders. <sup>2</sup> The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.
135	Exclusionary Policies and Practices of Foreign governments			252.225-7028	Apr 2003	<sup>1</sup> All Orders
136	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate			252.225-7030	Dec 2006	<sup>1</sup> Applies if this order is if for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications.
137	Waiver of United Kingdom Levies			252.225-7033	Apr 2003	<sup>1</sup> Applies if Supplier is a United Kingdom firm.
138	Buy American Free Trade Agreement-Balance of Payments Program			252.225-7036	Dec 2016	<sup>1</sup> All Orders
139	Defense Contractors Performing Private Security Functions Outside the United States			252.225-7039	Jan 2015	<sup>1</sup> Applies in accordance with paragraph (g) of the clause
140	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States			252.225-7040	Aug 2015	<sup>1</sup> Applies if Supplier will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. <sup>2</sup> Communications with the Contracting Officer shall be made through Buyer.
141	Antiterrorism/Force Protection for Defense Contractors Outside the United States			252.225-7043	Jun 2015	<sup>1</sup> Applies if this Order involves travel or performance outside the United States.
142	Export Controlled Items			252.225-7048	Jun 2013	<sup>1</sup> All Orders

143	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts			252.226-7001	Sep 2004	<sup>1</sup> Applies if Order exceeds \$500,000. <sup>2</sup> Buyer shall have no liability to Supplier for any incentive payment under this clause unless and until the Government provides said incentive payment to Buyer.
144	Authorization and Consent	52.227-1	Dec 2007			<sup>1</sup> All Orders (include Alternate I or II to the extent in the Prime Contract)
145	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	Dec 2007			<sup>1</sup> Applies if the Order exceeds the simplified acquisition threshold.
146	Patent Indemnity	52.227-3	Apr 1984			<sup>1</sup> All Orders.
147	Refund of Royalties	52.227-9	Apr 1984			<sup>1</sup> Applies when reported royalty exceeds \$250.
148	Filing of Patent Applications-Classified Subject Matter	52.227-10	Dec 2007			<sup>1</sup> Applies if Order involves classified subject matter.
149	Patent Rights - Ownership by the Contractor	52.227-11	May 2014			<sup>1</sup> Applies if Order, at any tier, is for experimental, developmental or research work and if conditions of DFARS 227.303(2) does not apply. <sup>2</sup> Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Buyer's authorized purchasing representative identified on the face of the contract.
150	Patent Rights-Ownership by the Government	52.227-13	Dec 2007			<sup>1</sup> Applies if this Order is for experimental, developmental or research work and if conditions of FAR 227.303(c) apply. <sup>2</sup> Paragraph (g) is deleted. If not otherwise included in this Order, the name and address of the contracting officer may be obtained from Buyer's procurement representative.
151	Rights in Data – General	52.227-14	May 2014			<sup>1</sup> All Orders (Other than with Department of Defense)
152	Additional Data Requirements	52.227-16	Jun 1987			<sup>1</sup> Applies to all Orders requiring the delivery of technical data. (Other than with Department of Defense)
153	Rights In Data—Special Works	52.227-17	Dec 2007			<sup>1</sup> Applies for Orders where FAR 52.227-17 is included in Prime Contract. <sup>2</sup> Communication with the Contracting Officer shall be made through Buyer.
154	Rights In Data—Existing Works	52.227-18	Dec 2007			<sup>1</sup> All Orders (Other than with Department of Defense). <sup>2</sup> "Government" in paragraph (b) includes Buyer."
155	Commercial Computer Software License	52.227-19	Dec 2007			<sup>1</sup> All Orders (Other than with Department of Defense)
156	Technical Data Declaration, Revision, and Withholding of Payment—Major Systems	52.227-21	May 2014			<sup>1</sup> Applies to Orders (Other than with the Department of Defense) which require the delivery of technical data. <sup>2</sup> "Government" means "Buyer" in paragraph (b)(2) and "Buyer or Government" in paragraph (d).
157	Major System – Minimum Rights	52.227-22	Jun 1987			<sup>1</sup> Applies if Order requires delivery of technical data (Other than with the Department of Defense)
158	Rights in Technical Data - Noncommercial items			252.227-7013	Feb 2014	<sup>1</sup> All Orders

159	Rights in noncommercial computer software and noncommercial computer software documentation			252.227-7014	Feb 2014	<sup>1</sup> All Orders
160	Technical Data-Commercial Items			252.227-7015	Feb 2014	<sup>1</sup> All Orders (in lieu DFARS 252.227-7013 for Commercial Items unless are modifications; applicable only when commercial item (as defined in the FAR) technical data from subcontractor delivered to the Government by the prime contractor; <sup>2</sup> no substitutions for "Contracting Officer" or "Government" have been made.)
161	Rights in Bid or Proposal Information			252.227-7016	Jan 2011	<sup>1</sup> All Orders
162	Identification and Assertion of Use, Release, or Disclosure Restrictions			252.227-7017	Jan 2011	<sup>1</sup> All Orders.
163	Rights In Non-Commercial Technical Data and Computer Software Small Business Innovation Research (SBIR) Program			252.227-7018	Feb 2014	<sup>1</sup> Applies in accordance with paragraph (k) of the clause
164	Validation of Asserted Restrictions - Computer Software			252.227-7019	Sep 2016	<sup>1</sup> All Orders (applies when clause 252.227-7014 is used). <sup>2</sup> Substitute "Buyer's Purchasing Representative" for "Contracting Officer" in paragraph (b), otherwise no substitutions are made for "Contracting Officer" or "Government"; in paragraphs (f)(5) and (f)(6), substitute "the prime contract" for "this contract.")
165	Rights in Special Works			252.227-7020	Jun 1995	<sup>1</sup> All Orders
166	Rights in Data-Existing Works			252.227-7021	Mar 1979	<sup>1</sup> All Orders.
167	Government Rights (Unlimited)			252.227-7022	Mar 1979	<sup>1</sup> All Orders
168	Drawings and Other Data Become Property of Government			252.227-7023	Mar 1979	<sup>1</sup> All Orders
169	Limitations On The Use Or Disclosure of Government-Furnished Information Marked With Restrictive Legends			252.227-7025	May 2013	<sup>1</sup> All Orders
170	Deferred Delivery of Technical Data or Computer Software			252.227-7026	Apr 1988	<sup>1</sup> All Orders.
171	Deferred Ordering of Technical Data or Computer Software			252.227-7027	Apr 1988	<sup>1</sup> All Orders.
172	Technical Data or Computer Software Previously Delivered to the Government			252.227-7028	Jun 1995	<sup>1</sup> All Orders
173	Technical Data - Withholding of Payment			252.227-7030	Mar 2000	<sup>1</sup> Applies to Orders requiring the delivery of noncommercial technical data. <sup>2</sup> "Government" means "Buyer or Government."
174	Rights in Technical Data and Computer Software (Foreign)			252.227-7032	Jun 1975	<sup>1</sup> All Orders
175	Rights in Shop Drawings			252.227-7033	Apr 1966	<sup>1</sup> All Orders

176	Validation of Restrictive Markings on Technical Data			252.227-7037	Sep 2016	<sup>1</sup> All Orders requiring the delivery of technical data. (applies when Clause 252.227-7013, 252.227-7014 or 252.227-7015 are used). <sup>2</sup> In paragraph (b), "Contractor's" remains in the clause with a lower case "c", insert in paragraphs (c) and (d)(1) "hereunder" after "subcontract"; change in paragraphs (f) and (g)(2)(i) "this contract" to "the prime contract"; change in paragraph (l) "a contract" to "the prime contract"; no substitutions for "Government" or "Contracting Officer" are made.)
177	Patent Rights – Ownership by the Contractor (Large Business)			252.227-7038	Jun 2012	<sup>1</sup> Applies if this Order involves experimental, developmental, or research work and if conditions of DFARS 227.303(2) apply .
178	Ground and Flight Risk			252.228-7001	Jun 2010	<sup>1</sup> All Orders (This Clause applies only if the Order relates to the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft and is subject to USG approval.)
179	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles			252.228-7005	Dec 1991	<sup>1</sup> All Orders
180	Workers' Compensation Insurance (Defense Base Act)	52.228-3	Jul 2014			<sup>1</sup> All Orders
181	Workers' Compensation and War-Hazard Insurance Overseas	52.228-4	Apr 1984			<sup>1</sup> All Orders
182	Insurance-Work on a Government Installation	52.228-5	Jan 1997			<sup>1</sup> Applies if this Order involves work on a Government installation. <sup>2</sup> In paragraph (b) "Government's" means "Buyer's or the Government's." Unless otherwise specified by this Order, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.
183	North Carolina State and Local Sales and Use Tax	52.229-2	Apr 1984			<sup>1</sup> Applies if the Order price includes State of North Carolina Sales and Use Taxes.
184	Taxes—Foreign Cost-Reimbursement Contracts	52.229-8	Mar 1990			<sup>1</sup> Applies when a cost-reimbursement contract is contemplated and the contract is to be performed wholly or partly in a foreign country, unless it is contemplated that the contract will be with a foreign government. <sup>2</sup> The blank is completed with (Country Identified in Prime Contract).
185	Taxes – Cost-Reimbursement Contracts With Foreign Governments	52.229-9	Mar 1990			<sup>1</sup> All Orders
186	State of New Mexico Gross Receipts and Compensating Tax	52.229-10	Apr 2003			<sup>1</sup> Applies if this is a cost reimbursement contract and will be performed in whole or in part in New Mexico. <sup>2</sup> In paragraph (d) "Government" means "Buyer or Government," and the blank in paragraph (g) is replaced with "the procuring agency under the prime contract."

187	Reporting of Foreign Taxes-U.S. Assistance Programs			252.229-7011	Sep 2005	<sup>1</sup> Applies to Orders for commodities that exceed \$500. <sup>2</sup> Copies of all notifications made pursuant to this clause shall be made to Buyer.
188	Cost Accounting Standards	52.230-2	Oct 2015			<sup>1</sup> Applies when the Order states that it is subject to full CAS coverage. <sup>2</sup> "United States" means "United States or Buyer." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Supplier shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Supplier shall provide Buyer with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Supplier shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Supplier."
189	Disclosure and Consistency of Cost Accounting Practices	52.230-3	Oct 2015			<sup>1</sup> Applies when the Order states that it is subject to modified CAS coverage. <sup>2</sup> "United States" means "United States or Buyer." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Supplier shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Supplier shall provide Buyer with copies of all communications concerning CAS between Supplier and the Contracting Officer if such communications are relevant to this contract; provided however, Supplier shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Supplier."
190	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns	52.230-4	Oct 2015			<sup>1</sup> Applies to Orders which were awarded to a foreign subcontractor unless the subcontractor is otherwise exempt from CAS.

191	Cost Accounting Standards – Educational Institutions	52.230-5	Nov 2016			<p><sup>1</sup>Applies in all CAS covered Orders with educational institutions except where FFRDC's are operated by the institution, in which case full CAS coverage applies (See 52.230-2).</p> <p><sup>2</sup>"United States" means "United States or Buyer." "Government" means "Government or Buyer" in subparagraph (a)(5) except where it last appears in the subparagraph. The following is added as a new paragraph (e): "shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. shall provide Buyer with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this Order; provided however, shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Supplier. Supplier agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense if Buyer is subjected to any liability as a result of a failure of or its subcontractors to comply with the CAS requirements of this Order."</p>
192	Administration of Cost Accounting Standards	52.230-6	Jun 2010			<p><sup>1</sup>Applies if FAR 52.230-2, 52.230-3, 52.230-4, or 52.230-5 applies to this Order.</p>
193	Supplemental Cost Principles			252.231-7000	Dec 1991	<p><sup>1</sup>Applies to all Orders for Noncommercial Items (does not apply to Orders for Commercial Items).</p>
194	Interest	52.232-17	May 2014			All Orders
195	Limitation of Cost	52.232-20	Apr 1984			<sup>1</sup> Applies if this Order is fully funded.
196	Limitation of Funds	52.232-22	Apr 1984			<sup>1</sup> Applies if this Order is incrementally funded.
197	Prompt Payment for Construction Contracts	52.232-27	May 2014			<sup>1</sup> All Orders supporting a Prime Contract that is for construction
198	Unenforceability of Unauthorized Obligations.	52.232-39	Jun 2013			<sup>1</sup> All Orders.
199	Providing Accelerated Payments to Small Business Subcontractors	52.232-40	Dec 2013			<sup>1</sup> Applies if Supplier is a small business concern. This clause does not apply if Buyer does not receive accelerated payments under the prime contract.
200	Protest After Award	52.233-3	Aug 1996			<sup>1</sup> All Orders. "Protest" means "protest under the prime contract," and "30 days" is changed to "20 days."
201	Cost and software Data Reporting System			252.234-7004	Nov 2014	<sup>1</sup> Applies in accordance with subparagraph (b).
202	Industrial Resources Developed Under Defense Production Act Title III	52.234-1	Sep 2016			<sup>1</sup> All Orders.

203	Frequency Authorization			252.235-7003	Mar 2014	<sup>1</sup> Applies if this Order requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
204	Accident Prevention	52.236-13	Nov 1991			<sup>1</sup> All Orders for construction.
205	Modification Proposals – Price Breakdown			252.236-7000	Dec 1991	<sup>1</sup> All Orders
206	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers			252.236-7013	Jan 2009	<sup>1</sup> Applies to Orders that involve the acquisition of steel as a construction material.
207	Protection of Government Buildings, Equipment, and Vegetation.	52.237-2	Apr 1984			<sup>1</sup> Applies if this Order requires work on a Government installation.
208	Indemnification and Medical Liability Insurance	52.237-7	Jan 1997			<sup>1</sup> Applies if this Order is for health care services.
209	Identification of Uncompensated Overtime	52.237-10	Mar 2015			<sup>1</sup> Applicable if this Order is for professional or technical services to be acquired on the basis of the number of hours to be provided.
210	Accepting and Dispensing of \$1 Coin	52.237-11	Sep 2008			<sup>1</sup> Applies if Order is for the provision of services that involve business operations conducted in U.S. coins and currency, including vending machines, on any premises owned by the United States or under the control of any agency or instrumentality of the United States
211	Privacy or Security Safeguards	52.239-1	Aug 1999			<sup>1</sup> Applies if Order is for information technology which requires 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.
212	Continuation of Essential Contractor Services			252.237-7023	Oct 2010	<sup>1</sup> Applies in accordance with subparagraph (g) of the clause. <sup>2</sup> The term "Government" includes Buyer.
213	Protection Against Compromising Emanations			252.239-7000	Jun 2004	<sup>1</sup> Applies to any Order for the performance of classified work
214	Cloud Computing Resources			252.239-7010	Oct 2016	<sup>1</sup> Applies if this Order involves use of cloud services.
215	Telecommunications Security Equipment, Devices, Techniques, and Services			252.239-7016	Dec 1991	<sup>1</sup> Applies if this Order requires securing telecommunications.
216	Notice of Supply Chain Risk			252.239-7017	Nov 2013	<sup>1</sup> Applies to all Orders that that involve the development or delivery of any information technology whether acquired as a service or as a supply
217	Supply Chain Risk			252.239-7018	Nov 2013	<sup>1</sup> Applies if this Order involves the development or delivery of any information technology, whether acquired as a service or as a supply.
218	Bankruptcy	52.242-13	Jul 1995			<sup>1</sup> Applies to Orders exceeding the simplified acquisition threshold.
219	Suspension of Work	52.242-14	Apr 1984			<sup>1</sup> Applies to Order for construction work.
220	Stop-Work Order	52.242-15	Aug 1989			<sup>1</sup> All Orders. <sup>2</sup> In paragraph (a), change "90 days" to read "180 days")



221	Changes--Fixed Price	52.243-1	Aug 1987			<p><sup>1</sup>Applies to all fixed price Orders.</p> <p><sup>2</sup>In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.</p>
222	Changes—Cost Reimbursement	52.243-2	Aug 1987			<p><sup>1</sup>Applies to all cost reimbursement Orders.</p> <p><sup>2</sup>In paragraph (a) add as subparagraph (8) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.</p>
223	Changes—Time-and-Materials or Labor-Hours	52.243-3	Sep 2000			<p><sup>1</sup>Applies to all time and materials or labor hour Orders.</p> <p><sup>2</sup>In paragraph (a) add as subparagraph (8) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.</p>
224	Changes	52.243-4	Aug 1987			<p><sup>1</sup>Applies to Orders for demolition or construction work.</p> <p><sup>2</sup>In paragraph (a) add as subparagraph (5) "Delivery schedule."</p>
225	Changes and Changed Conditions	52.243-5	Apr 1984			<sup>1</sup> Applies if Order is for construction work
226	Pricing of Contract Modifications			252.243-7001	Dec 1991	<sup>1</sup> Applies to any Order where the cost principles apply.
227	Requests for Equitable Adjustment			252.243-7002	Dec 2012	<sup>1</sup> Applies to Orders for non-commercial items which exceed \$150,000
228	Competition in Subcontracting	52.244-5	Dec 1996			<sup>1</sup> All Orders
229	Subcontracts for Commercial Items	52.244-6	Jan 2017			<sup>1</sup> All Orders
230	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)			252.244-7000	Jun 2013	<sup>1</sup> All Orders
231	Government Property	52.245-1	Apr 2012			<p><sup>1</sup>Applies to all Orders where Government property is acquired or furnished.</p> <p><sup>2</sup>"Contracting Officer" does not mean "Buyer" in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Buyer. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Buyer" and except in paragraphs (d)(2) and (g) where the term includes Buyer." The following is added as paragraph (n) "Supplier shall provide to Buyer immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Supplier, or (ii) makes a determination that Supplier's property management practices are inadequate, and/or present an undue risk, or that Supplier has failed to take corrective action when required."</p>

232	Use and Charges	52.245-9	Apr 2012			<sup>1</sup> Applies to Orders where Government property will be provided. Communications with the Government under this clause will be made through Buyer.
233	Reporting, Reutilization, and Disposal			252.245-7004	Mar 2015	<sup>1</sup> All Orders
234	Contractor Inspection Requirements	52.246-1	Apr 1984			<sup>1</sup> All Orders
235	Inspection of Supplies – Fixed Price	52.246-2	Aug 1996			<sup>1</sup> All Orders
236	Inspection of Supplies – Cost-Reimbursement	52.246-3	May 2001			<sup>1</sup> Applies to all cost-reimbursement Orders for supplies. <sup>2</sup> "Government" means "Buyer" except (1) in paragraphs (b), (c) and (d) where it means "Buyer and the Government" and (2) in paragraph (k) where the term is unchanged. In subparagraph (e), "60 days" is changed to "120 days", and in subparagraph (f) "6 months" is changed to "12 months"
237	Inspection of Services – Fixed Price	52.246-4	Aug 1996			<sup>1</sup> All Orders. <sup>2</sup> "Government" means "Buyer and the Government" except in paragraphs (e) and (f) where it means "Buyer."
238	Inspection of Services—Cost Reimbursement	52.246-5	Apr 1984			<sup>1</sup> All Orders
239	Inspection—Time-And-Material and Labor Hour	52.246-6	May 2001			<sup>1</sup> All Orders, excluding Fixed Price and Cost Reimbursement Orders.
240	Warranty of Data			252.246-7001	Dec 1991	<sup>1</sup> Applies to Order if data will be acquired. <sup>2</sup> The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this Order. "Government" and "Contracting Officer" shall mean Buyer.."
241	Notification of Potential Safety Issues			252.246-7003	Jun 2013	<sup>1</sup> Applies if Order is for: (i) Parts identified as critical safety items; (ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. <sup>2</sup> Supplier shall provide notifications under this clause to Buyer and the contracting officer identified to Supplier
242	Contractor Counterfeit Electronic Part Detection and Avoidance System.			252.246-7007	Aug 2016	<sup>1</sup> All Orders. <sup>2</sup> Only paragraphs (a) - (e) apply. To the extent this clause conflicts with other provisions of this Order, this clause shall prevail. In paragraph (c)(2) "Government" means "Buyer and the Government." In paragraph (c)(6) "Contracting Officer" means "Buyer and the Contracting Officer."

243	Sources of Electronic Parts			252.246-7008	Oct 2016	<sup>1</sup> Applies if this Order is for electronic parts or assemblies containing electronic parts, unless Supplier is the original manufacturer. <sup>2</sup> As used in the clause, "Contracting Officer" means "Buyer and the Contracting Officer." The term "Government" means "Buyer and the Government" except in paragraph (d).
244	Preference of United States Flag Air Carriers	52.247-63	Jun 2003			<sup>1</sup> Applies if this Order involves international air transportation.
245	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer			252.247-7003	Jun 2013	<sup>1</sup> Applies to all Orders with motor carriers, brokers, or freight forwarders. <sup>2</sup> Communication with the Contracting Officer shall be made through Buyer.
246	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64	Feb 2006			<sup>1</sup> Applies if not exempted under 52.247-64(e) <sup>2</sup> In the last sentence of paragraph (c) "Subcontractor" means "Supplier and lower term subcontractor." "Contracting Officer" means "Buyer."
247	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer			252.247-7003	Jun 2013	<sup>1</sup> Applies in accordance with paragraph (c) of the clause.
248	Transportation of Supplies by Sea			252.247-7023	Apr 2014	<sup>1</sup> Applies in accordance with paragraph (h). <sup>2</sup> In paragraph (g) the words "of the Prompt Payment clause" are deleted. If this contract is less than \$150,000 only paragraphs (a) through (e) and paragraph (h) of the clause applies.
249	Submission of Transportation Document for Audit	52.247-67	Feb 2006			<sup>1</sup> Applies if Order is for cost-reimbursement. <sup>2</sup> Documents required by this clause will be provided by Supplier to Buyer. This clause is not required to be included in Supplier's subcontracts.
250	Notification of Transportation of Supplies by Sea			252.247-7024	Mar 2000	<sup>1</sup> Applicable if this Order meets the criteria set forth in paragraph (b) (2) (ii) of the clause.
251	Value Engineering	52.248-1	Oct 2010			<sup>1</sup> Applies if this Order exceeds \$150,000. <sup>2</sup> "Government" does not mean "Buyer" in subparagraph (c)(5) where it means "Buyer and the Government." In paragraph (m) Government is unchanged." Also, "Government" does not mean "Buyer" in the phrase "Government costs."
252	Value Engineering	52.248-3	Sep 2006			<sup>1</sup> Applies if Order is in excess of \$70,000 for construction. <sup>2</sup> "Government" means "Buyer or the Government except in paragraph (i) where the term is unchanged. "Contracting Officer" means "Buyer and the Contracting Officer."

253	Termination for Convenience of the Government (Fixed-Price)	52.249-2	Apr 2012			<p><sup>1</sup>All Orders</p> <p><sup>2</sup>"Government" and "Contracting Officer" mean "Buyer" except in paragraph (n) where "Government" means "Buyer and the Government" and "Contracting Officer" means "Buyer or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.</p>
254	Termination (Cost-Reimbursement)	52.249-6	May 2004			<p><sup>1</sup>Applies to all cost reimbursement Orders: except as specified as follows: FAR 52.249-5 should be used in Orders with educational institutions. FAR 52.249-2 should be used in fixed price Orders.</p> <p><sup>2</sup> In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour Order. Settlements and payments under this clause may be subject to the approval of the Contracting Officer</p>
255	Default (Fixed-Price Supply and Service)	52.249-8	Apr 1984			<p><sup>1</sup>All Orders</p> <p><sup>2</sup>"Government" and "Contracting Officer" mean "Buyer" except in paragraph (c) where the term "Government" is unchanged. Timely performance is a material element of this Order.</p>
256	Notification of Anticipated Contract Termination or Reduction			252.249-7002	Oct 2015	<p><sup>1</sup>Applies if this Order equals or exceeds \$700,000.</p> <p><sup>2</sup>Subparagraphs (d)(1) and the first 5 words of subparagraph (d)(2) are deleted.</p>
257	Excusable Delays	52.249-14	Apr 1984			<p><sup>1</sup>Applies if Order is cost reimbursement contract. <sup>2</sup>In paragraph (a)(2) "either" and "or contractual" is deleted. "Contracting Officer" and "Government" means Buyer except in (a)(2) where "Government" is unchanged.</p>

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
258	Requirement to Inform Employees of Whistleblower Rights	1852.203-71	Aug 2014			All Orders supporting a NASA contract
259	Security Classification Requirements	1852.204-75	Sep 1989			All Orders supporting a NASA contract
260	Security Requirements for Unclassified Information Technology Resources	1852.204-76	Jan 2011			All Orders supporting a NASA contract
261	Restrictions on Printing and Duplicating	1852.208-81	Nov 2004			All Orders supporting a NASA contract
262	Packaging Handling and Transportation	1852.211-70	Sep 2005			All Orders supporting a NASA contract
263	Allowability of Legal Costs Incurred in Connection with Whistleblower Proceeding	1852.216-90	Aug 2014			ALL Orders supporting a NASA contract where FAR 52.216-7 applies
264	Safety and Health	1852.223-70	Dec 2015			All Orders supporting a NASA contract
265	Frequency Authorization	1852.223-71	Apr 2015			All Orders supporting a NASA contract
266	Safety and Health (Short Form)	1852.223-72	Jul 2015			All Orders supporting a NASA contract
267	Safety and Health Plan	1852.223-73	Jul 2015			All Orders supporting a NASA contract
268	Drug and Alcohol-Free Workforce	1852.223-74	Nov 2015			All Orders supporting a NASA contract
269	Duty Free Entry of Space Articles	1852.225-8	Feb 2000			All Orders supporting a NASA contract
270	Export Licenses	1852.225-70	Feb 2000			All Orders supporting a NASA contract
271	Patent Rights - Retention by the Contractor (Short Form)	1852.227-11	Apr 2015			All Orders supporting a NASA contract
272	Rights in Data – General	1852.227-14				All Orders supporting a NASA contract
273	Commercial Computer Software - Restricted Rights	1852.227-19	Jul 1997			All Orders supporting a NASA contract
274	New Technology	1852.227-70	Apr 2015			All Orders supporting a NASA contract
275	Requests for Waiver of Rights to Inventions	1852.227-71	Apr 2015			All Orders supporting a NASA contract
276	Designation of New Technology Representative and Patent Representative	1852.227-72	Apr 2015			All Orders supporting a NASA contract
277	Invention Reporting and Rights - Foreign	1852.227-85	Apr 2015			All Orders supporting a NASA contract
278	Commercial Computer Software – Licensing	1852.227-86	Apr 2015			All Orders supporting a NASA contract
279	Government-Furnished Computer Software and Related Technical Data	1852.227-88	Apr 2015			All Orders supporting a NASA contract
280	Cross-Waiver of Liability for Space Station Services	1852.228-76	Oct 2012			All Orders supporting a NASA contract
281	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station	1852.228-78	Oct 2012			All Orders supporting a NASA contract
282	Determination of Compensation Reasonableness	1852.231-71	Apr 2015			All Orders supporting a NASA contract
283	Center for Aerospace Information	1852.235-70	Dec 2006			All Orders supporting a NASA contract
284	Pension Portability	1852.237-71	Jan 1997			All Orders supporting a NASA contract
285	Access to sensitive Information	1852.237-72	Jun 2005			All Orders supporting a NASA contract
286	Release of Sensitive Information	1852.237-73	Jun 2005			All Orders supporting a NASA contract
287	Travel Outside the U.S.	1852.242-71	Dec 1998			All Orders supporting a NASA contract
288	Denied Access to NASA Facilities	1852.242-72	Oct 2015			All Orders supporting a NASA contract

	<b>Clause</b>	<b>NASA FAR Supp. Reference</b>	<b>NASA FAR Supp. Date</b>	<b>DFARS Reference</b>	<b>DFARS Date</b>	<b>APPLICABILITY</b>
289	NASA Contractor Financial Management Reporting	1852.242-73	Nov 2004			All Orders supporting a NASA contract
290	Geographic Participation in the Aerospace	1852.244-70	Apr 1985			All Orders supporting a NASA contract
291	Contractor Requests for Government-Owned Equipment	1852.245-70	Aug 2015			All Orders supporting a NASA contract
292	Liability for Government Property Furnished for Repair or Other Services	1852.245-72	Jan 2011			All Orders supporting a NASA contract
293	Financial Reporting of NASA Property in the Custody of Contractors	1852.245-73	Jan 2017			All Orders supporting a NASA contract (Reports shall be made directly to Buyer)
294	Identification and Marking of Government Equipment	1852.245-74	Jan 2011			All Orders supporting a NASA contract
295	List of Government Furnished Property	1852.245-76	Jan 2011			All Orders supporting a NASA contract
296	List of Installation-Accountable Property and Services	1852.245-77	Jan 2011			All Orders supporting a NASA contract
297	Mission Critical Space System Personnel Reliability Program	1852.246-70	Mar 1997			All Orders supporting a NASA contract
298	Human Space Flight Item	1852.246-73	Mar 1997			All Orders supporting a NASA contract
299	Protection of the Florida Manatee	1852.247-71	Jul 2015			All Orders supporting a NASA contract
300	Notice of Earned Value Management System	1852.234-1	Nov 2006			All Orders supporting a NASA contract
301	Earned Value Management System	1852.234-2	Nov 2006			All Orders supporting a NASA contract