

MAROTTA CONTROLS, INC.

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 To the extent that any clause included in this document is inapplicable to the performance of this Order, the parties shall consider such clauses self-deleting and shall not impose obligations upon the Supplier.
- 1.5 Buyer may modify these terms and conditions to add or delete any provisions that are not reflected in the applicable Prime Contract, or in subsequent amendments to the Prime Contract. Accordingly, Supplier agrees that upon the request of Buyer it will negotiate in good faith with Buyer relative to modifications to this Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract, or with the provisions of amendments to such Prime Contract. If any such modification to this Order causes a material increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, an equitable adjustment shall be processed pursuant to the "Changes" clause of this Order.

2. U.S. Government Contract Clauses Incorporated by Reference

- 2.1 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/> and <http://www.acq.osd.mil/dpap/sitemap.html>
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 Clauses marked with a "CI" in the column below titled Applicability are applicable only 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 is 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.

2.6 Purchases below the Simplified Acquisition Threshold as defined in FAR Part 2 are not subject to the clauses marked below "SA" in the column titled Applicability.

| Clause | FAR Reference | FAR Date | DFARS Reference | DFARS Date | APPLICABILITY |
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| Definitions | 52.202-1 | Nov-13 | | | All Orders |
| Gratuities | 52.203-3 | Apr-84 | | | All Orders |
| Covenant Against Contingent Fees | 52.203-5 | May-14 | | | All Orders |
| Restrictions on Subcontractor Sales to the Government | 52.203-6 | Sep-06 | | | SA |
| Anti-Kickback Procedures | 52.203-7 | May-14 | | | Applies if Order exceeds \$150,000 (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 ...") |
| Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | 52.203-8 | May-14 | | | All Orders |
| Price or Fee Adjustment for Illegal or Improper Activity | 52.203-10 | May-14 | | | All Orders |
| Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | 52.203-11 | Sep-07 | | | Applies in accordance with FAR 3.808 and if Order exceeds \$150,000 |
| Limitation on Payments to Influence Certain Federal Transactions | 52.203-12 | Oct-10 | | | Applies if Order exceeds \$150,000 |
| Contractor Code of Business Ethics and Conduct | 52.203-13 | Oct-15 | | | Applies if Order exceeds \$5,500,000 and has a period of performance greater than 120 days |
| Display of Hotline Posters | 52.203-14 | Oct-15 | | | Applies if Order exceeds \$5,500,000, but does not apply to Orders for commercial items or if the Order is performed entirely overseas |
| Whistleblower Protections Under the American Recovery and Reinvestment Act | 52.203-15 | Jun-10 | | | Applies if Order is funded with ARRA funds |
| Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | 52.203-17 | Apr-14 | | | Applies to all orders over the Simplified Acquisition threshold |
| Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation | 52.203-18 | Jan-17 | | | This is not applicable to solicitations for a personal services contract with an individual if the services are to be performed entirely by the individual, rather than by an employee of the contractor or a subcontractor. |
| Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | 52.203-19 | Jan-17 | | | Applies in accordance with subparagraph (f) of the clause |

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| Security Requirements | 52.204-2 | Aug-96 | | | Applies if Order involves access to classified information |
| Personal Identity Verification of Contractor Personnel | 52.204-9 | Jan-11 | | | Applies in accordance with (d) of the clause |
| Reporting Executive Compensation and First-Tier Subcontract Awards | 52.204-10 | Oct-16 | | | As applicable |
| Basic Safeguarding of Covered Contractor Information Systems | 52.204-21 | Jun-16 | | | Applies in accordance with paragraph (c) of the clause |
| Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | 52.204-23 | Jul-18 | | | All Orders |
| Economic Purchase Quantity - Supplies | 52.207-4 | Aug-87 | | | All Orders |
| Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters | 52.209.5 | Oct-15 | | | All Orders |
| Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | 52.209-6 | Oct-15 | | | Applies in accordance with paragraph (e) of the clause |
| Material Requirements | 52.211-5 | Aug-00 | | | All Orders |
| Defense Priority and Allocation Requirements | 52.211-15 | Apr-08 | | | Applies if priority rating is noted on this Order |
| Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items | 52.212-5 | Aug-18 | | | CI |
| Audit and Records-Sealed Bidding | 52.214-26 | Oct-10 | | | Applies when cost or pricing data required |
| Price Reduction for Defective Cost or Pricing Data— Modifications—Sealed Bidding | 52.214-27 | Aug-11 | | | Applies when cost or pricing data required |
| Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding | 52.214-28 | Oct-10 | | | Applies when cost or pricing data required |
| Audits and Records – Negotiation | 52.215-2 | Oct-10 | | | SA |
| Price Reduction for Defective Cost or Pricing Data | 52.215-10 | Aug-11 | | | Applies when cost or pricing data are required |
| Price Reduction for Defective Cost or Pricing Data- Modifications | 52.215-11 | Aug-11 | | | Applies when cost or pricing data are required |
| Subcontracting Cost or Pricing Data | 52.215-12 | Oct-10 | | | Applies when cost or pricing data are required |
| Subcontractor Cost or Pricing Data-Modifications | 52.215-13 | Oct-10 | | | Applies when cost or pricing data are required |
| Integrity of Unit Prices | 52.215-14 | Oct-10 | | | Applies in accordance with paragraph (c) of the clause |
| Pension Adjustments and Asset Reversions | 52.215-15 | Oct-10 | | | Applies in accordance with FAR 15.408(g) |
| Facilities Capital Cost of Money | 52.215-16 | Jun-03 | | | Applies to cost-type Orders |
| Waiver of Facilities Capital Cost of Money | 52.215-17 | Oct-97 | | | Applies to cost-type Orders |
| Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. | 52.215-18 | Jul-05 | | | Applies in accordance with FAR 15.408(j) |
| Notification of Ownership Changes | 52.215-19 | Oct-97 | | | Applies in accordance with FAR 15.408(k) |
| Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data | 52.215-20 | Oct-10 | | | All Orders |

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| Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications | 52.215-21 | Oct-10 | | | All Orders |
| Limitation on Pass-Through Charges | 52.215-23 | Oct-09 | | | Applies in accordance with paragraph (f) |
| Allowable Cost and Payment | 52.216-7 | Jun-13 | | | Applies to cost-type Orders |
| Incentive Price Revision – Firm Target | 52.216-16 | Oct-97 | | | Applicable to any FPIF Order or line item |
| Incentive Price Revision – Successive Targets | 52.216-17 | Oct-97 | | | Applicable to any FPIF Order or line item |
| Utilization of Small Business Concerns | 52.219-8 | Nov-16 | | | All Orders |
| Small Business Subcontracting Plan | 52.219-9 | Aug-18 | | | Applies if Order exceeds \$700,000 and Seller is not a small business concern |
| Post-Award Small Business Program Representation | 52.219-28 | Jul-13 | | | Applies if Seller represented it was a small business concern prior to award. |
| Notice to the Government of Labor Disputes | 52.222-1 | Feb-97 | | | All Orders |
| Convict Labor | 52.222-3 | Jun-03 | | | Applicable if Order is above the micro purchase threshold of FAR 2.101 |
| Contract Work Hours and Safety Standards Act Overtime Compensation | 52.222-4 | May-18 | | | Applies in accordance with paragraph (e) of the clause |
| Subcontracts (Labor Standards) | 52.222-11 | May-14 | | | Applies if the Order is for construction within the United States |
| Nondisplacement of Qualified Workers | 52.222-17 | May-14 | | | Applicable to any Order greater than the simplified acquisition threshold. |
| Child Labor - Cooperation with Authorities and Remedies | 52.222-19 | Jan-14 | | | In (d), "Contracting Officer" means Buyer |
| Walsh-Healey Public Contracts Act | 52.222-20 | May-14 | | | Applies if Order exceeds \$15,000 |
| Prohibition of Segregated Facilities | 52.222-21 | Apr-15 | | | Applies if FAR 52.222.26 is applicable |
| Previous Contracts and Compliance Reports | 52.222-22 | Feb-99 | | | All Orders |
| Pre-award On-Site Equal Opportunity Compliance Evaluation | 52.222-24 | Feb-99 | | | Applies if Order exceeds \$10,000,000 |
| Affirmative Action Compliance | 52.222-25 | Apr-84 | | | All Orders |
| Equal Opportunity | 52.222-26 | Sep-16 | | | All Orders |
| Affirmative Action Compliance Requirements for Construction | 52.222-27 | Apr-15 | | | Applies if Order is for work involving any construction trade in excess of \$10,000 |
| Project Labor Agreements | 52.222-34 | May-10 | | | Applies if Order is for construction |
| Equal Opportunity for Veterans | 52.222-35 | Oct-15 | | | Applies if Order exceeds \$150,000 |
| Affirmative Action for Workers with Disabilities | 52.222-36 | Jul-14 | | | Applies if Order exceeds \$50,000 |
| Employment Reports on Veterans | 52.222-37 | Feb-16 | | | Applies if Order exceeds \$150,000 |
| Compliance with Veterans' Employment Reporting Requirements | 52.222-38 | Feb-16 | | | Applicable to any Order over the Simplified Acquisition Threshold and not for the acquisition of commercial items. |
| Notification of Employee Rights Under the National Labor Relations Act | 52.222-40 | Dec-10 | | | Applies in accordance with paragraph (f) |
| Service Contract Act of 1965 | 52.222-41 | Nov-07 | | | Applies if Order exceeds \$2,500 |
| Combating Trafficking in Persons | 52.222-50 | Mar-15 | | | All Orders |

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| Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements | 52.222-51 | May-14 | | | Applies to Orders for exempt services |
| Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements | 52.222-53 | May-14 | | | Applies to Orders for exempt services |
| Employment Eligibility Verification | 52.222-54 | Oct-15 | | | Applies in accordance with paragraph (e) of the clause |
| MinimumWages Under Executive Order 13658 | 52.222-55 | Dec-15 | | | Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute |
| Certification Regarding Trafficking in Persons Compliance Plan | 52.222-56 | Mar-15 | | | All Orders |
| Paid Sick Leave Under Executive Order 13706 | 52.222-62 | Jan-17 | | | Applies if this Contract 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. |
| Hazardous Material Identification and Material Safety Data | 52.223-3 | Jan-97 | | | Applies only if Seller delivers hazardous materials under this Order |
| Notice of Radioactive Materials | 52.223-7 | Jan-97 | | | Applies only if Seller delivers radioactive materials under this Order |
| Ozone Depleting Substances and High Global Warning Potential Hydrofluorocarbons | 52.223-11 | Jun-16 | | | All Orders |
| Energy Efficiency in Energy-Consuming Products | 52.223-15 | Dec-07 | | | Applies in accordance with subparagraph (c) of the clause |
| Contractor Policy to Ban Text Messaging While Driving | 52.223-18 | Aug-11 | | | All Orders |
| Privacy Act | 52.224-2 | Apr-84 | | | Applies when the design, development, or operation of a system of records on individuals is required to accomplish an agency function, the contracting officer shall insert the following clauses in solicitations and contracts. |
| Privacy Training | 52.224-3 | Jan-17 | | | Applies if SELLER 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. In paragraph (d), Note 6 applies. |
| Buy American Act -Supplies | 52-225-1 | May-14 | | | Applies to all subcontracts for supplies |
| Buy American Act-North American Free Trade Agreement-Israeli Trade Act | 52.225-3 | May-14 | | | All Orders |
| Trade Agreements | 52.225-5 | Sep-13 | | | All Orders |
| Duty Free Entry | 52.225-8 | Oct-10 | | | Applies in accordance with paragraph (j) of the clause (in paragraph (c)(1), change "20 calendar days" to "30 calendar days" and in paragraph (c)(2), |

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| | | | | | change "10 calendar days" to "20 calendar days") |
| Restrictions on Certain Foreign Purchases | 52.225-13 | Jun-08 | | | All Orders |
| Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act Construction Materials | 52-225-21 | May-14 | | | Applies to all construction subcontracts |
| Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act Construction Materials Under Trade Agreements | 52-225-23 | Oct-16 | | | Applies to all construction subcontracts |
| Contractors Performing Private Security Functions Outside the United States | 52-225-26 | Jul-13 | | | Applies in accordance with paragraph (f) of the clause |
| Authorization and Consent | 52.227-1 | Dec-07 | | | SA (include Alternate I or II to the extent in the Prime Contract) |
| Notice and Assistance Regarding Patent and Copyright Infringement | 52.227-2 | Dec-07 | | | SA |
| Patent Indemnity | 52.227-3 | Apr-84 | | | All Orders |
| Refund of Royalties | 52.227-9 | Apr-84 | | | Applies in accordance with paragraph (f) of the clause |
| Filing of Patent Applications- Classified Subject Matter | 52.227-10 | Dec-07 | | | Applies in accordance with paragraph (e) of the clause |
| Patent Rights -Ownership by the Contractor | 52.227-11 | May-14 | | | Applies in accordance with paragraph (k) of the clause |
| Patent Rights-Ownership by the Government | 52.227-13 | Dec-07 | | | Applies in accordance with paragraph (i) of the clause |
| Rights in Data – General | 52.227-14 | Dec-07 | | | All Orders |
| Commercial Computer Software-Restricted Rights | 52.227-19 | Dec-07 | | | As applicable |
| Workers' Compensation Insurance (Defense Base Act) | 52.228-3 | Jul-14 | | | All Orders |
| Workers' Compensation and War-Hazard Insurance Overseas | 52.228-4 | Apr-84 | | | All Orders |
| Insurance-Work on a Government Installation | 52.228-5 | Jan-97 | | | All Orders |
| Federal, State and Local Taxes | 52.229-3 | Feb-13 | | | All Orders |
| Taxes -Foreign Fixed-Price Contracts | 52.229-6 | Feb-13 | | | All Orders |
| State of New Mexico Gross Receipts and Compensating Tax | 52.229-10 | Apr-03 | | | All Orders |
| Cost Accounting Standards | 52.230-2 | Oct-15 | | | As applicable |
| Disclosure and Consistency of Cost Accounting Practices | 52.230-3 | Oct-15 | | | As applicable |
| Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns | 52-230-4 | Oct-15 | | | Applies to subcontracts in accordance with paragraph (d) of the clause |
| Cost Accounting Standards - Educational Institutions | 52.230-5 | Aug-16 | | | Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or Buyer." Delete paragraph (b) of the clause.) |
| Administration of Cost Accounting Standards | 52.230-6 | Jun-10 | | | As applicable |
| Interest | 52.232-17 | May-14 | | | All Orders |
| Prompt Payment for Construction Contracts | 52.232-27 | Jan-17 | | | All Orders supporting a Prime Contract that is for construction |

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| Unenforceability of Unauthorized Obligations | 52.232-39 | Jun-13 | | | All Orders |
| Providing Accelerated Payments to Small Business Subcontractors | 52.232-40 | Dec-13 | | | All Orders |
| Protest After Award | 52.233-3 | Aug-96 | | | In the event Buyers customer has directed Buyer to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, Buyer may, by written order to Seller, direct Seller to stop performance of the Work called for by this Contract. "30 days" means "10 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Buyer." |
| Industrial Resources Developed Under Defense Production Act Title III | 52.234-1 | Sep-16 | | | All Orders |
| Accident Prevention | 52.236-13 | Nov-91 | | | All Orders |
| Protection of Government Buildings, Equipment, and Vegetation | 52.237-2 | Apr-84 | | | Applicable to any work performed on a Government installation. "Government" thereunder means Buyer, prime contractor [if not Buyer], and any upper-tier subcontractor. |
| Bankruptcy | 52.242-13 | Jul-95 | | | Applies to all solicitations and contracts exceeding the simplified acquisition threshold. Any such notification shall be to Buyer. After "for all Government contracts," insert "with Seller". |
| Stop-Work Order | 52.242-15 | Aug-89 | | | All Orders (in paragraph (a), change "90 days" to read "180 days") |
| Competition in Subcontracting | 52.244-5 | Dec-96 | | | All Orders |
| Subcontracts for Commercial Items | 52.244-6 | Aug-18 | | | CI |
| Government Property | 52.245-1 | Jan-17 | | | As applicable |
| Use and Charges | 52.245-9 | Apr-12 | | | All Orders |
| Contractor Inspection Requirements | 52.246-1 | Apr-84 | | | All Orders |
| Inspection of Supplies – Fixed Price | 52-246-2 | Aug-96 | | | All Orders |
| Inspection of Supplies – Cost-Reimbursement | 52-246-3 | May-01 | | | Applies to all cost-reimbursement subcontracts for supplies |
| Inspection of Services - Fixed-Price | 52.246-4 | Aug-96 | | | Applies for services, or supplies that involve the furnishing of services, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold. |
| Responsibility for Supplies | 52.246-16 | Apr-84 | | | All Orders |
| Preference of United States Flag Air Carriers | 52.247-63 | Jun-03 | | | All Orders |

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| Preference for Privately Owned U.S.-Flag Commercial Vessels | 52.247-64 | Feb-06 | | | Applies if not exempted under 52.247-64(e) |
| Value Engineering | 52.248-1 | Oct-10 | | | All Orders |
| Termination for Convenience of the Government (Fixed-Price) | 52.249-2 | Apr-12 | | | All Orders (in paragraph (c), change "120 days" to "60 days"; in paragraph (e), change "1 year" to "6 months"; in paragraph I, change "90 days" to "45 days") (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions in the event the prime contract is terminated) |
| Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) | 52.249-5 | Aug-16 | | | Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "30 days." In paragraph (d) "1 year" is changed to "3 months" In paragraph (e) "1 year" is changed to "3 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.) |
| Termination (Cost-Reimbursement) | 52.249-6 | May-04 | | | All Orders (in paragraph (a)(2), change "10 days" to "7 days"; in paragraph (d), change "120 days" to "60 days"; in paragraph (f), change "1 year" to "6 months") (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions in the event the prime contract is terminated) |
| Default (Fixed-Price Supply and Service) | 52.249-8 | Apr-84 | | | All Orders (in paragraph (a)(2), change "10 days" to "7 days") (this clause applies in lieu of the Termination for Default clause in the body of the Terms and Conditions in the event the prime contract is terminated) |
| Government Supply Sources | 52.251-1 | Apr-12 | | | Applies when the contracting officer authorizes the contractor to acquire supplies or services from a Government supply source. |
| Computer Generated Forms | 52.253-1 | Jan-91 | | | Applies when required to submit data on Standard or Optional Forms prescribed by this regulation; and, unless prohibited by agency regulations, forms prescribed by agency supplements. |
| Requirements Relating to Compensation of Former DoD Officials | | | 252.203-7000 | Sep-11 | All Orders |
| Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies | | | 252.203-7001 | Dec-08 | SA |

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| Requirements to Inform Employees of Whistleblower Rights | | | 252.203-7002 | Sep-13 | All Orders |
| Agency Office of the Inspector General | | | 252.203-7003 | Dec-12 | Applies when FAR 52.203-13 applies to this Contract.) |
| Display of Hotline Poster(s) | | | 252.203-7004 | Oct-16 | Applies in accordance with subparagraph (e) of the clause |
| Disclosure of Information | | | 252.204-7000 | Oct-16 | All Orders |
| System for Award Management | | | 252.204-7004 | Feb-14 | Alternate A |
| Requirements for Contracts Involving Export-Controlled Items. | | | 252.204-7008 | Apr-10 | All Orders |
| Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | | | 252.204-7009 | Oct-16 | Applies in accordance with paragraph (c) of the clause |
| Safeguarding Covered Defense Information and Cyber Incident Reporting | | | 252.204-7012 | Oct-16 | All Orders |
| Limitations on the Use or Disclosure of Information by Litigation Support Contractors | | | 252.204-7014 | May-16 | Applies when using litigation support services, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items. |
| Notice of Authorized Disclosure of Information for Litigation Support | | | 252.204-7015 | May-16 | All Orders |
| Intent to Furnish Precious Metals as Government Furnished Material | | | 252.208-7000 | Dec-91 | All Orders |
| Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | | | 252.209-7004 | Oct-15 | Applicable to any Order of \$150,000 or more. |
| Critical Safety Items | | | 252.209-7010 | Aug-11 | In paragraph (b), "this contract" means Buyer's customer contract |
| Item Unique Identification and Valuation | | | 252.211-7003 | Mar-16 | All Orders |
| Pricing Adjustments | | | 252.215-7000 | Dec-12 | This clause applies only if this contract exceeds the threshold set forth in FAR. |
| Requirements for Certified Cost or Pricing Data and Other Data than Certified Cost or Pricing Data | | | 252.215-7010 | Jan-18 | This clause applies in lieu of FAR 52.215-20. Contracting Officer means Buyer Paragraph (b)(ii)(E) is deleted. |
| Small business Subcontracting Plan (DoD Contracts) | | | 252.219-7003 | Apr-18 | 15.403-4. |
| Restrictions on Employment of Personnel | | | 252.222-7000 | Mar-00 | All Orders |
| Restrictions on the Use of Mandatory Arbitration Agreements | | | 252.222-7006 | Dec-10 | As applicable |
| Hazard Warning Labels | | | 252.223-7001 | Dec-91 | Applicable to any Order which requires delivery of hazardous materials. |
| Safety Precautions for Ammunition and Explosives | | | 252.223-7002 | May-94 | Applicable to any Order involving articles furnished containing ammunition or explosives. Government safety representatives may evaluate Seller compliance. |
| Change in Place of Performance - Ammunition and Explosives | | | 252.223-7003 | Dec-91 | Applicable if DFARS 252.223-7002 applies to this Order. |
| Prohibition on Storage and Disposal of Toxic and Hazardous Materials | | | 252.223-7006 | Sep-14 | All Orders |

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| Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives | | | 252.223-7007 | Sep-99 | Applicable to any Order and all lower-tier subcontracts involving arms, ammunition and explosives. |
| Prohibition of Hexavalent Chromium | | | 252.223-7008 | Jun-13 | Applicable to any Order for Products, maintenance and repair Services, or construction materials unless the exceptions listed in DFARS 223.7304 apply. |
| Buy American and Balance of Payments Program | | | 252.225-7001 | Dec-17 | All Orders |
| Qualifying Country Sources as Subcontractors | | | 252.225-7002 | Dec-17 | All Orders |
| Reporting Of Contract Performance Outside The United States And Canada - Submission After Award | | | 252.225-7004 | Oct-10 | "Contracting Officer" means "Buyer." Paragraph (c)(5) is deleted. In (d)(2) "from the Contracting Officer or" is deleted. |
| Prohibition on Acquisition of United States Munitions List items From communist Chinese Military Companies | | | 252.225-7007 | Sep-06 | All Orders |
| Restriction on Acquisition of Specialty Metals | | | 252.225-7008 | Mar-13 | All Orders |
| Restriction on Acquisition of Certain Articles Containing Specialty Metals | | | 252.225-7009 | Oct-14 | All Orders |
| Commercial Derivative Military Article—Specialty Metals Compliance Certificate | | | 252.225-7010 | Jul-09 | All Orders |
| Preference for Certain Domestic Commodities | | | 252.225-7012 | Dec-17 | All Orders |
| Duty-Free Entry | | | 252.225-7013 | May-16 | All Orders |
| Restriction on Acquisition of Hand or Measuring Tools | | | 252.225-7015 | Jun-05 | All Orders |
| Restriction on Acquisition of Ball and Roller Bearings | | | 252.225-7016 | Jun-11 | All Orders |
| Trade Agreements | | | 252.225-7021 | Dec-17 | All Orders |
| Restriction on Acquisition of Forgings | | | 252.225-7025 | Dec-09 | All Orders |
| Exclusionary Policies and Practices of Foreign Governments | | | 252.225-7028 | Apr-03 | Applicable when Order contains FAR part 12 procedures for the acquisition of commercial items, that are for the purchase of supplies and services for international military education training and FMS. |
| Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate | | | 252.225-7030 | Dec-06 | All Orders |
| Waiver of United Kingdom Levies | | | 252.225-7033 | Apr-03 | All Orders |
| Buy American Act-Free Trade Agreement-Balance of Payments Program | | | 252.225-7036 | Dec-17 | All Orders |
| Restriction on Acquisition of Air Circuit Breakers | | | 252.225-7038 | Jun-05 | All Orders |
| Patents – Reporting of Subject Inventions | | | 252.227-7039 | Apr-90 | Applicable when Order contains FAR 52.227-11. |
| Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States | | | 252.225-7040 | Oct-15 | All Orders |
| Antiterrorism/Force Protection for Defense Contractors Outside the United States | | | 252.225-7043 | Jun-15 | All Orders |
| Export Controlled Items | | | 252.225-7048 | Jun-13 | All Orders |

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| Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts | | | 252.226-7001 | Sep-04 | Applies if Order exceeds \$500,000 |
| Rights in Technical Data - Noncommercial items | | | 252.227-7013 | Feb-14 | All Orders (applicable when technical data from subcontractor delivered to the Government by the prime contractor; deleted from (b)(1)(iv) "[T]o the Contractor" and from (b)(1)(ix) "contract or" and "thereunder"; add "[B]uyer or" before "Government" in (c) and (i); change the second and third occurrences of "Contracting Officer" to "Government" in (e)(4); add "[A]nd the Government" after "parties" in (h)(1); change in (h)(2) "sixty (60)" to "fifty (50)" days; no substitutions for "Government" have been made.) |
| Rights in noncommercial computer software and noncommercial computer software documentation | | | 252.227-7014 | Feb-14 | All Orders (applicable when software and software documentation from subcontractor delivered to the Government by the prime contractor; delete from (b)(1)(iii) "[T]o the Contractor" and from (b)(1)(vi) "contract or" and "thereunder"; add "[B]uyer or" before "Government" in (i); change the second and third occurrences of "Contracting Officer" to "Government" in (e)(4); add "[A]nd the Government" after "parties" in (h)(1); change in (h)(2) "sixty (60)" to "fifty (50)" days; no substitutions for "Government" have been made.) |
| Technical Data-Commercial Items | | | 252.227-7015 | Feb-14 | All Orders (in lieu of DFARS 252.227-7013 for Commercial Items; applicable only when commercial item (as defined in the FAR) technical data from subcontractor delivered to the Government by the prime contractor; no substitutions for "Contracting Officer" or "Government" have been made.) |
| Rights in Bid or Proposal Information | | | 252-227-7016 | Jan-11 | All Orders |
| Identification and Assertion of Use, Release, or Disclosure Restrictions | | | 252.227-7017 | Jan-11 | All Orders |
| Validation of Asserted Restrictions -Computer Software | | | 252.227-7019 | Sep-16 | All Orders (applies when clause 252.2277014 is used; 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.") |
| Rights in Special Works | | | 252.227-7020 | Jun-95 | All Orders |

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| Rights in Data-Existing Works | | | 252.227-7021 | Mar-79 | All Orders |
| Government Rights (Unlimited) | | | 252.227-7022 | Mar-79 | All Orders |
| Drawings and Other Data Become Property of Government | | | 252.227-7023 | Mar-79 | All Orders |
| Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | | | 252.227-7025 | May-13 | All Orders |
| Deferred Delivery of Technical Data or Computer Software | | | 252.227-7026 | Apr-88 | All Orders |
| Deferred Ordering of Technical Data or Computer Software | | | 252.227-7027 | Apr-88 | All Orders |
| Technical Data or Computer Software Previously Delivered to the Government | | | 252.227-7028 | Jun-95 | All Orders |
| Technical Data -Withholding of Payment | | | 252.227-7030 | Mar-00 | In this clause, "Government" and "Contracting Officer" shall mean Buyer. |
| Rights in Technical Data and Computer Software (Foreign) | | | 252.227-7032 | Jun-75 | All Orders |
| Rights in Shop Drawings | | | 252.227-7033 | Apr-66 | All Orders |
| Validation of Restrictive Markings on Technical Data | | | 252.227-7037 | Sep-16 | All Orders (applies when Clause 252.2277013, 252.227-7014 or 252.2277015 are used; 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.) |
| Patent Rights – Ownership by the Contractor (Large Business) | | | 252.227-7038 | Jun-12 | Orders placed for experimental, developmental or research work unless the supplier is a non-profit or small-business. |
| Ground and Flight Risk | | | 252.228.7001 | Jun-10 | All Orders (This Clause applies only if the subcontract relates to the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft and is subject to USG approval.) |
| Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles | | | 252.228-7005 | Dec-91 | All Orders |
| Reporting of Foreign Taxes-U.S. Assistance Programs | | | 252.229-7011 | Sep-05 | Applies to Orders for commodities that exceed \$500 |
| Supplemental Cost Principles | | | 252.231-7000 | Dec-91 | As applicable |
| Cost and Software Data Reporting System | | | 252.234-7004 | Nov-14 | CSDR reporting is required by Seller if this contract exceeds \$50 million. The last sentence in paragraph (b) is deleted. |
| Frequency Authorization | | | 252.235-7003 | Mar-14 | Applies in accordance with paragraph (d) of the clause |
| Modification Proposals – Price Breakdown | | | 252.236-7000 | Dec-91 | All Orders |

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| Protection Against Compromising Emanations | | | 252.239-7000 | Jun-04 | Applicable to Orders for computer equipment or systems to process Classified Information. |
| Cloud Computing Services | | | 252.239-7010 | Oct-16 | Applicable when using FAR part 12 procedures for the acquisition of commercial item, for information technology services |
| Telecommunications Security Equipment, Devices, Techniques, and Services | | | 252.239-7016 | Dec-91 | Applies in accordance with paragraph (e) of the clause |
| Notice of Supply Chain Risk | | | 252.239-7017 | Nov-13 | All Orders that that involve the development or delivery of any information technology whether acquired as a service or as a supply |
| Supply Chain Risk | | | 252.239-7018 | Oct-15 | All Orders that that involve the development or delivery of any information technology whether acquired as a service or as a supply |
| Pricing of Contract Modifications | | | 252.243-7001 | Dec-91 | Applies to Orders that are Firm Fixed Price (FFP) |
| Subcontracts for Commercial Items and Commercial Components (DOD Contracts) | | | 252.244-7000 | Jun-13 | CI |
| Tagging, Labeling, and Marking Of Government-Furnished Property | | | 252.245-7001 | Apr-12 | Applies when mapping, charting, and geodesy property is to be furnished. |
| Reporting, Reutilization, and Disposal | | | 252.245-7004 | Mar-15 | This clause applies if this contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer". |
| Warranty of Data | | | 252.246-7001 | Mar-14 | The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer. |
| Notification of Potential Safety Issues | | | 252.246-7003 | Jun-13 | Applies in accordance with paragraph (f) of the clause |
| Contractor Counterfeit Electronic Part Detection and Avoidance System. | | | 252.246-7007 | Aug-16 | All Orders. Only paragraphs (a) (e) apply. |
| Sources of Electronic Parts | | | 252.246-7008 | May-18 | Applies in accordance with paragraph (e) of the clause |
| Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer | | | 252.247-7003 | Jun-13 | Applies in accordance with paragraph (c) of the clause. |
| Transportation of Supplies by Sea | | | 252.247-7023 | Apr-14 | Applies in accordance with paragraph (h) (change "[P]rime contractor" in paragraph (a)(5) to "Seller" and "the prime contract" to "this order"; modify paragraph (c) to read "[T]he Seller and its subcontractors may request that the Buyer obtain Government authorization for shipment . . ."; change in paragraph (d) "Contracting Officer" to "Buyer" in the second sentence; change "45" to "60" days in paragraph (d); change "30" to "25" in paragraph (e); delete in paragraph (e) "and the Maritime Administration Office |

| | | | | | of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street, N.W., Washington, DC 20590"; delete in paragraph (g) "for the purposes of the Prompt Payment clause of this contract.") |
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| Notification of Transportation of Supplies by Sea | | | 252.247-7024 | Mar-00 | All Orders (modify paragraph (a) to read "[I]f, after the award of this order, the Seller learns that supplies") |
| Notification of Anticipated Contract Termination or Reduction | | | 252.249-7002 | Oct-15 | (substitute "Buyer" for "Contracting Officer" throughout; modify paragraph (d)(1) to read "[Provide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program") |
| Ordering From Government Supply Sources | | | 252.251-7000 | Aug-12 | This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract. |
| Clause | NASA FAR Supp. Reference | NASA FAR Supp. Date | DFARS Reference | DFARS Date | APPLICABILITY |
| Requirement to Inform Employees of Whistleblower Rights | 1852.203-71 | Aug-14 | | | All Orders supporting a NASA contract |
| Security Classification Requirements | 1852.204-75 | Sep-89 | | | All Orders supporting a NASA contract |
| Security Requirements for Unclassified Information Technology Resources | 1852.204-76 | Jan-11 | | | All Orders supporting a NASA contract |
| Restrictions on Printing and Duplicating | 1852.208-81 | Nov-04 | | | All Orders supporting a NASA contract |
| Limitation of Future Contracting | 1852.209-71 | Dec-88 | | | All Orders supporting a NASA contract |
| Packaging Handling and Transportation | 1852.211-70 | Sep-05 | | | All Orders supporting a NASA contract |
| Make or Buy Program Requirements | 1852.215-78 | Feb-88 | | | All Orders supporting a NASA contract |
| Price Adjustments for "Make-or-Buy" Changes | 1852.215-79 | Dec-88 | | | All Orders supporting a NASA contract |
| Small Business Subcontracting Plan | 1852.219-73 | Dec-88 | | | All Orders supporting a NASA contract |
| Individual Subcontracting Reporting | 1852.219-75 | Apr-15 | | | All Orders supporting a NASA contract |
| Safety and Health Measures and Mishap Reporting | 1852.223-70 | Sep-93 | | | Applies to orders that are above the simplified acquisition threshold as defined in FAR part 2 and when the work will be conducted completely or partly on federally-controlled facilities.) |

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| Authorization for Radio Frequency Use | 1852.223-71 | Apr-15 | | | All Orders supporting a NASA contract |
| Safety and Health (Short Form) | 1852.223-72 | Jul-15 | | | All Orders supporting a NASA contract |
| Safety and Health Plan | 1852.223-73 | Jul-15 | | | All Orders supporting a NASA contract |
| Drug and Alcohol-Free Workforce | 1852.223-74 | Nov-15 | | | All Orders supporting a NASA contract |
| Major Breach of Safety or Security | 1852.223-75 | Feb-02 | | | All Orders supporting a NASA contract |
| Duty Free Entry of Space Articles | 1852.225-8 | N/A | | | All Orders supporting a NASA contract |
| Export Licenses | 1852.225-70 | Feb-00 | | | All Orders supporting a NASA contract |
| Patent Rights -Ownership by the Contractor | 1852.227-11 | Apr-15 | | | All Orders supporting a NASA contract |
| Rights in Data – General | 1852.227-14 | Apr-15 | | | All Orders supporting a NASA contract |
| Rights in Data -Special Works | 1852.227-17 | Jul-97 | | | All Orders supporting a NASA contract |
| Commercial Computer Software -Restricted Rights | 1852.227-19 | Jul-97 | | | All Orders supporting a NASA contract |
| New Technology | 1852.227-70 | Apr-15 | | | All Orders supporting a NASA contract |
| Requests for Waiver of Rights to Inventions | 1852.227-71 | Apr-15 | | | All Orders supporting a NASA contract |
| Designation of New Technology Representative and Patent Representative | 1852.227-72 | Apr-15 | | | All Orders supporting a NASA contract |
| Patent Rights Clauses | 1852.227-84 | Apr-15 | | | All Orders supporting a NASA contract |
| Invention Reporting and Rights - Foreign | 1852.227-85 | Apr-15 | | | All Orders supporting a NASA contract |
| Commercial Computer Software – Licensing | 1852.227-86 | Apr-15 | | | All Orders supporting a NASA contract |
| Minimum Insurance Coverage | 1852.228-75 | Oct-88 | | | All Orders supporting a NASA contract |
| Cross-Waiver of Liability for Space Station Services | 1852.228-76 | Oct-12 | | | All Orders supporting a NASA contract |
| Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches | 1852.228-78 | Oct-12 | | | All Orders supporting a NASA contract |
| Determination of Compensation Reasonableness | 1852.231-71 | Apr-15 | | | All Orders supporting a NASA contract |
| Submission of Requests for Progress Payments | 1852.232-82 | Mar-89 | | | All Orders supporting a NASA contract |
| Notice of Earned Value Management System | 1852.234-1 | Nov-06 | | | All Orders supporting a NASA contract |
| Earned Value Management System | 1852.234-2 | Apr-15 | | | All Orders supporting a NASA contract |
| Center for Aerospace Information | 1852.235-70 | Dec-06 | | | All Orders supporting a NASA contract |
| Pension Portability | 1852.237-71 | Jan-97 | | | All Orders supporting a NASA contract |
| Access to Sensitive Information | 1852.237-72 | Jun-05 | | | All Orders supporting a NASA contract |
| Release of Sensitive Information | 1852.237-73 | Jun-05 | | | All Orders supporting a NASA contract |
| Travel Outside the U.S. | 1852.242-71 | Dec-98 | | | All Orders supporting a NASA contract |
| Denied Access to NASA Facilities | 1852.242-72 | Oct-15 | | | Applicable if the work under this Order will be performed at a NASA installation. |
| NASA Contractor Financial Management Reporting | 1852.242-73 | Nov-04 | | | All Orders supporting a NASA contract |
| Shared Savings | 1852.243-71 | Mar-97 | | | All Orders supporting a NASA contract (“Contracting Officer” shall mean “Buyer’s Purchasing Representative”) |
| Equitable Adjustments | 1852.243-72 | Apr-98 | | | All Orders supporting a NASA contract |

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| Geographic Participation in the Aerospace | 1852.244-70 | Apr-85 | | | All Orders supporting a NASA contract |
| Contractor Requests for Government-Owned Equipment | 1852.245-70 | Aug-15 | | | All Orders supporting a NASA contract |
| Installation-Accountable Government Property | 1852.245-71 | Jan-11 | | | All Orders supporting a NASA contract |
| Liability for Government Property Furnished for Repair or Other Services | 1852.245-72 | Jan-11 | | | All Orders supporting a NASA contract |
| Financial Reporting of NASA Property in the Custody of Contractors | 1852.245-73 | Jan-17 | | | All Orders supporting a NASA contract (Reports shall be made directly to Buyer) |
| Identification and Marking of Government Equipment | 1852.245-74 | Jan-11 | | | All Orders supporting a NASA contract |
| Property Management Changes | 1852.245-75 | Jan-11 | | | All Orders supporting a NASA contract |
| List of Government Furnished Property | 1852.245-76 | Jan-11 | | | All Orders supporting a NASA contract |
| List of Installation-Accountable Property and Services | 1852.245-77 | Jan-11 | | | All Orders supporting a NASA contract |
| Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value | 1852.245-79 | Jan-11 | | | All Orders supporting a NASA contract |
| Government Property Management Information | 1852.245-80 | Jan-11 | | | All Orders supporting a NASA contract |
| Mission Critical Space Systems Personnel Reliability Program | 1852.246-70 | Mar-91 | | | Applicable where Seller employees will hold positions designated as critical in accordance with 14 CFR 1214.5. |
| Material Inspection and Receiving Report | 1852.246-72 | Jun-95 | | | All Orders supporting a NASA contract |
| Human Space Flight Item | 1852.246-73 | Mar-97 | | | All Orders supporting a NASA contract |
| Protection of the Florida Manatee | 1852.247-71 | Jun-18 | | | Applies if Seller is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways as defined in the clause |