

**ADDITIONAL GOVERNMENT PROVISIONS.** When materials, products, goods or services, including products resulting from services hereby ordered, are for use in connection with a United States Government prime contract or higher-tier subcontract, the following provisions shall apply as required, by the terms of the prime contractor by operation of law or regulation, in addition to an Atrenne entity's Standard Purchasing Terms and Conditions. In the event of a conflict between these FAR or DFARS supplemental provisions and an Atrenne entity's Standard Purchasing Terms and Conditions, these FAR and DFARS supplemental provisions shall control. The provisions set forth below are applicable to the order (referred to herein as "order" or "contract") and Seller shall include such provisions that by its terms is required to be included in lower-tier subcontracts and purchase orders, in all subcontracts or purchase orders that it issues. Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage, or expense resulting from Seller's failure to include a required clause in its subcontracts and purchase orders.

- A. COST OR PRICING DATA.** If Buyer was required to submit certified cost or pricing data, Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage or expense resulting from Seller's failure to provide Buyer or the Government with accurate and complete cost or pricing data. FAR 52.215-12 and 52.215-13 as implemented in Section K, below shall apply if Seller is required to submit certified cost or pricing data.
- B. COST ACCOUNTING STANDARDS.** As applicable to Seller, and unless the face of this order indicates it is exempt from Cost Accounting Standards provisions, the following provisions apply:
1. Cost Accounting Standards 52.230-2
  2. Disclosure and Consistency of Cost Accounting Practices 52.230-3
  3. Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns – 52.230-4
  4. Administration of Cost Accounting Standards 52.230-6

In accordance with the applicability criteria in the FAR Appendix, 48 CFR Chapter 99, Seller shall comply with the provisions of FAR clause 52.230-2 "Cost Accounting Standards" (Oct 2015) (excluding subparagraph (b)), or FAR clause 52.230-3, "Disclosure and Consistency of Cost Accounting Practices" (Oct 2015) (excluding subparagraph (b) thereof); provided, however, that in lieu of submission of a Disclosure Statement to Buyer as may be required by either of said clauses, Seller may, as appropriate, submit a Certificate of Previously Submitted Disclosure Statement or a Certificate of Submittal of Disclosure Statement Containing Privileged Information as contained in Buyer's form approved for that purpose.

Seller shall comply with the provisions of FAR clause 52.230-6 "Administration of Cost Accounting Standards" (Jun 2010).

The Cost Accounting Standards applicable shall be those in effect on the date of the order or the date of final agreement on price as shown on Seller's "Certificate of Current Cost or Pricing Data" if applicable, whichever is earlier.

Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to comply with any of the foregoing provisions.

- C. DISPUTES.** All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of this Contract as directed by Buyer. If a dispute relates to a matter that would give Buyer recourse against the Federal Government or a Prime Contractor under its contracts, the following provisions shall apply:
1. Seller will give Buyer a fully supported written claim within ninety (90) days after the claim accrues, but no later than final payment under the order. Seller will fully cooperate with Buyer in prosecuting any such dispute and will be bound by the outcome unless Buyer discontinues its prosecution of the dispute or does not afford Seller an opportunity to continue to prosecute the dispute in Buyer's name.
  2. For any claim that exceeds \$100,000, Seller shall provide a certification in the form and signed by the appropriate official of the Seller as set forth in the "Disputes" clause, FAR 52.233-1 (May 2014), as directed by Buyer.
  3. Seller shall indemnify and hold harmless Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Seller in connection with this order.
- D. APPLICABLE LAW.** In addition to the provision at Section 25, Applicable Law of Atrenne's Standard Purchasing Terms and Conditions, the following shall also apply: This order shall be governed by and construed in accordance with the laws of U.S. Government contracts as set forth by statute and applicable regulations and by decisions of the appropriate courts and Boards of Contract Appeals.
- E. SELLER BUSINESS PRACTICES AND RESPONSIBILITY.** The provisions in FAR Parts 3 and 9 require persons doing business with the Federal Government to comply with certain laws and regulations. Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to comply with any of the requirements of those laws and regulations.
- F. CERTIFICATIONS.**
1. If the value of the order exceeds \$3,500, Seller shall submit the following certifications and representations:
    - 52.219-1, Small Business Programs Representations (Oct 2014)
    - 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)
  2. If the value of the order exceeds \$35,000. Seller shall submit the following certifications and representations:
    - 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
  3. If the value of the order exceeds \$150,000, Seller shall submit the following certifications and representations:
    - 52.209-5, Certification Regarding Responsibility Matters (Oct 2015)
    - 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
    - 52.204-5, Women-Owned Business (Other Than Small Business) (Oct 2014)
  4. Seller shall submit the following certification for all orders at the time of submission of its offer/quote:
    - 52.225-2, Buy American Act Certificate (May 2014)
    - 252.225-7000, Buy American—Balance Of Payments Program Certificate—Basic (Nov 2014)
  5. Seller acknowledges that Buyer will rely upon Seller's certifications and representations contained herein and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to Seller. By entering into such contract, Seller republishes the certifications and representations submitted with its written offer and/or made annually, including company profile information, and oral offers/quotations made at the request of Buyer. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.
  6. Seller shall provide immediate written notice to Buyer if Seller learns that its certification was erroneous when submitted, or has become erroneous through changed circumstances. Seller shall indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of

Seller or Seller's lower-tier subcontractors or suppliers to provide accurate certifications. Seller shall provide immediate notification and obtain prior written approval from Buyer prior to changing the place of manufacture of any end product.

- G. AMENDMENTS REQUIRED BY PRIME CONTRACT.** Seller agrees that upon request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Contract 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 with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.
- H. COMMUNICATION WITH ATRENNE CUSTOMER.** Buyer shall be solely responsible for all liaison and coordination with Buyer's customer, including the U.S. Government, as it affects the applicable prime contract, this Contract, and any related contract.
- I. ELECTRONIC CONTRACTING.** The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on basis that this Contract or acknowledgement contains an electronic signature.
- J. PRESERVATION OF THE GOVERNMENT'S RIGHTS.** If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer acting on its own behalf, may modify or limit any rights the Government may have to authorize Supplier's use of such Furnished Items in support of other U.S. Government prime contracts.
- K. ADDITIONAL GOVERNMENT CLAUSES.**
  1. As used herein, "FAR" shall mean the Federal Acquisition Regulation, "DFARS" shall mean the Department of Defense Supplement to the FAR, "NASA" shall mean the National Aeronautics and Space Administration, "NFS" shall mean the NASA Supplement to the FAR, "DOE" shall mean the Department of Energy, "DEARS" shall mean the DOE Supplement to the FAR, "DHS" shall mean the Department of Homeland Security, "HSAR" shall mean the DHS Supplement to the FAR. Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which the order is issued; however, if Buyer does not enter into a contract with its customer until after the date of the order, such clauses are those in effect on the date of the order and Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer. The applicable Government clauses are the FAR and DFAR clauses cited unless the order indicates that the order is placed under a NASA, DOE or DHS prime or higher-tier subcontract, in which event the FAR and NFS, DEARS or HSAR, respectively, are applicable.
  2. In all such clauses, unless otherwise specified, "the contract" shall mean the order, "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this order and to perform its obligations under its Government prime contractor lower-tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean Seller's lower-tier subcontract(s) and subcontractor(s), respectively.
- L. ADDITIONAL U.S. GOVERNMENT PROVISIONS INCORPORATED BY REFERENCE.** The following provisions are applicable to and made part of this Contract as if fully set forth herein. In addition, Seller shall include in all subcontracts and purchase orders that it issues, any clause that by its terms is required to be included in lower-tier subcontracts and purchase orders. Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage or expense resulting from Seller's failure to include a required clause in its subcontracts and purchase orders.

The following FAR, DFAR, NFS, DEAR HSAR clauses apply:

**APPLICABLE TO PURCHASE ORDERS WITHOUT REGARD TO DOLLAR VALUE:**

FAR/DFAR	Title	Date	Applicability:
52.203-5	Covenant Against Contingent Fees	May-14	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May-14	
52.203-15	Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009	Jun-10	Only applicable if order is funded with AARA funds
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan-17	
52.204-9	Personal Identity Verification of Contractor Personnel	Jan-11	Applicable only if Seller has physical access to a federally controlled facility
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun-16	Applicable only when DPAS rating is on face of order.
52.211-5	Material Requirements	Aug-00	
52.211-15	Defense Priority and Allocation Requirements	Apr-08	Applicable only when DPAS rating is on face of order.
52.215-16	Facilities Capital Cost of Money	Jun-03	Applicable only if this Contract is subject to the Cost Principles at FAR 31.2 and the Seller has proposed facilities capital cost of money in its offer.
52.215-17	Waiver of Facilities Capital Cost of Money	Oct-97	Applicable only if this Contract is subject to the Cost Principles at FAR 31.2 and the Seller did not propose facilities capital cost of money in its offer.
52.222-1	Notice to the Government of Labor Disputes	Feb-97	
52.222-50	Combating Trafficking in Persons	Mar-15	
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements	May-14	
52.222-55	Minimum Wages Under Executive Order 13658	Dec-15	Applicable to the Service Contract Labor Standards statute and are to be performed in whole or in part in the United States.
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan-17	
52.223-3 & ALT I	Hazardous Material Identification and Material Safety Data	Jan-97	Applicable only if Seller is to perform on a federal facility
52.223-5	Pollution Prevention and Right to Know Information	May-11	Applicable to Suppliers performing on a U.S. Federal facility
52.223-7	Notice of Radioactive Materials	Jan-97	Applicable to all contracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.223-11	Ozone Depleting Substances	Jun-16	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug-11	
52.224-2	Privacy Act	Apr-84	Applicable only when supplier provided with data pertaining to individuals
52.224-3	Privacy Training	Jan-17	
52.225-1	Buy American Act – Supplies	May-14	
52.225-5	Trade Agreements	Aug-18	Applicable when Seller shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."
52.225-13	Restrictions on Certain Foreign Purchases	Jun-08	
52.227-9	Refund of Royalties	Apr-84	Applicable if amount of royalties reported by Seller during negotiations exceeds \$250
52.227-11	Patent Rights – Ownership by the Contractor	May-14	Applicable, and suitably modified, only if: the contract is for experimental, development, or research work and Seller is a small business or nonprofit organization; or the contract is for experimental, development or research work where the patent rights clause at FAR Subpart 27.3 is required.
52.227-13	Patent Rights – Ownership by the Government	Dec-07	Applicable and suitably modified in all contracts regardless of tier, for experimental, development, or research work.
52.227-14	Rights in Data General	May-14	Applicable if this order is placed under a Government contract or subcontract other than DoD, NASA or DOE contracts and subcontracts.
52.227-16	Additional Data Requirements	Jun-87	Applicable if this order is placed under a Government contract or subcontract other than DoD, NASA or DOE contracts and subcontracts.
52.227-17	Rights in Data – Special Works	Dec-07	Applicable if this order is primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's internal use, or when there is a specific need to limit distribution and use of the data and/or to obtain indemnity for liabilities that may arise out of the content, performance, or disclosure of the data.
52.227-18	Rights in Data – Existing Works	Dec-07	Applicable if the order is exclusively for the acquisition, without modifications, of existing audiovisual and similar works of the type set forth in FAR 27.405(b).
52.227-19	Commercial Computer Software License	Dec-07	Applicable if the order is placed under a Government- Restricted Rights contract or subcontract other than DoD contracts and subcontracts.
52.228-3	Workers' Compensation Insurance (Defense Base Act)	Jul-14	Applicable if this order is to be performed outside the United States.
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Apr-84	Applicable if this order is to be performed outside the United States.
52.228-5	Insurance – Work on a Government Installation	Jan-97	Applicable to orders where work to be performed on a Government installation
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec-13	Applicable to small businesses where Buyer's prime contract provides for accelerated payments.
52.233-1	Disputes	May-14	Alternate I applicable if cost reimbursement order
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	Sep-16	
52.237-2	Protection of Government buildings equipment and vegetation	Apr-84	Applicable to orders where work to be performed on Government property
52.237-7	Indemnification and Medical Liability Insurance	Jan-97	Applicable to orders for healthcare services
52.242-15	Stop-Work Order Alt 1	Aug-89	
52.242-17	Government Delay of Work	Apr-84	
52.244-6	Subcontracts for Commercial Items	Oct-18	
52.245-1	Government Property	Jan-17	Applicable when government property provided to Seller under a T&M or Fixed Price Negotiated order
52.245-1 Alt I	Government Property Alternate I	Jan-17	Applicable when government property provided to Seller under FP competitive order
52.245-2	Government Property Installation Operation Services	Apr-12	Applicable when Seller to perform on government installation with government property
52.245-9	Use and Charges	Apr-12	Applicable when 52.245-1 or 52.245-2 applies
52.247-63	Preference for U.S.- Flag Air Carriers	Jun-03	Applicable to orders that involve international air transportation
52.247-64 & ALT 1	Preference For Privately Owned U.S.- Flag Commercial Vessels & Alternate (1)	Feb-06	Applicable to orders that involve international ocean transportation
52.249-14	Excusable Delays	Apr-84	Applicable if order is Cost Reimbursement, T&M, Labor Hour. In (a) (2) delete "or contractual".
252.203-7002	Requirements to Inform Employees of Whistleblowers Rights	Sep-13	
252.204-7000	Disclosure of Information	Oct-16	
252.204-7008	Compliance with safeguarding covered defense	Oct-16	

	information controls		
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	Oct-16	
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Materials	Dec-91	
252.211-7007	Reporting of Government Furnished Property	Aug-12	
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data - Canadian Commercial Corporation	Jul-12	Applicable to Canadian Sellers
252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data - Modifications-Canadian Commercial Corporation	Oct-13	Applicable to Canadian Sellers
252.222-7000	Restriction on Employment of Personnel	Mar-00	
252.223-7001	Hazard Warning Labels	Dec-01	
252.223-7002	Safety Precautions for Ammunition and Explosives	May-94	Applicable to orders involving ammunition or explosives
252.223-7003	Change in Place of Performance – Ammunition and Explosives	Dec-91	Applicable to orders involving ammunition or explosives
252.223-7006 & Alt 1	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Sep 14	Applicable to orders involving ammunition or explosives
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	Sep-99	Applicable to orders involving: the development, production, manufacture, or purchase of arms, ammunition, or explosives (AA&E); or the provision of AA&E as Government- Furnished Property. Include the substance of this clause, including this paragraph (d), in all Contracts for supplies, maintenance and repair services, or construction materials.
252.223-7008	Prohibition of Hexavalent Chromium	Jun-13	Applicable to all orders including paragraph (d), in all orders for supplies, maintenance and repair services, or construction materials.
252.225-7001	Buy American Act and Balance of Payments Program	Dec-17	
252.225-7002	Qualifying Country Sources as Subcontractors	Dec-17	
252.225-7003	Report of Intended Performance Outside the United States and Canada – Submission with Offer	Oct-15	Applicable when Seller intends to perform work outside the U.S.
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award	Oct-15	Applicable when Seller intends to perform work outside the U.S.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	Sep-06	Applicable to any supplies or services covered by the United States Munitions List that are delivered under this order may not be acquired, directly or indirectly from a Communist Chinese military company.
252.225-7008	Restriction on Acquisition of Specialty Metals	Mar-13	Applicable if the work to be furnished contains specialty metals.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Oct-14	Applicable to orders for items containing specialty metals as follows: Modify paragraph (c)(6) of this clause as necessary to facilitate management of the minimal content exception; Exclude paragraph (d) of this clause; and Include this paragraph).
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate	Jul-09	Applicable when 252.225-7009 is applicable
252.225-7013	Duty Free Entry	May-16	
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	Jun-05	Applicable if Seller providing hand or measuring tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Jun-11	Applicable if Seller providing ball or roller bearings
252.225-7021	Trade Agreements	Dec-17	Seller shall deliver under this Contract only U.S.- made, qualifying country, or designated country end products unless— (1) In its offer, the Seller specified delivery of other non- designated country end products in the Trade Agreements Certificate provision of the solicitation; and (2)(i) Offers of U.S.- made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or (ii) A national Interest waiver has been granted.
252.225-7025	Restriction on Acquisition of Forgings	Dec-09	Applicable to orders for forging items.
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	Apr-03	Applicable if the order involves supplies and services for international military education training and Foreign Military Sales (FMS).
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and armor Steel Plate	Dec-06	Applicable if order includes carbon, alloy or armor steel plate
252.225-7031	Secondary Arab Boycott of Israel	Jun-05	
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	Oct-15	Applicable to orders where Seller personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in: contingency operations; humanitarian or peacekeeping operations; other military operations; or military exercises designated by the Combatant Commander.
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	Jun-15	Applicable to all orders that require performance or travel outside the United States.

252.227-7013	Rights in Technical Data – Noncommercial Items	Feb-14	Applicable if this order includes delivery of technical data
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Feb-14	Applicable if this order includes delivery of noncommercial software and related data.
252.227-7016	Rights in Bid or Proposal Information	Jan-11	
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	Jan-11	Applicable if this order includes delivery of technical data or software.
252.227-7019	Validation of Asserted Restrictions - Computer Software	Sep-16	Applicable if this order includes delivery of software.
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	May-13	Applicable if Government or Buyer has provided Seller with technical data or software that is marked with another contractor's restrictive legend.
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Apr-88	Applicable if this order includes delivery of technical data or software.
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Apr-88	Applicable If this order includes delivery of technical data or software.
252.227-7028	Technical Data or Computer Software Previously delivered to the Government	Jun-95	Applicable if this order includes delivery of technical data or software. The definitions for "contract" and "subcontract" shall not apply here, except for the first reference to contract.
252.227-7030	Technical Data – Withholding of Payment	Mar-00	Applicable if this order includes delivery of technical data.
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep-16	Applicable if this order includes delivery of technical data.
252.227-7038	Patent Rights – Ownership by the Contractor (Large Business)	Jun-12	Applicable to large businesses only.
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	Dec-98	
252.231-7000	Supplemental Cost Principles	Dec-91	
252.235-7003	Frequency Authorization Basic	Mar-14	Applicable if radio frequency authorization required.
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	Jun-13	Applicable to orders that involve the acquisition of steel as a construction material.
252.239-7018	Supply Chain Risk	Oct-15	
252.243-7001	Pricing of Contract Modifications	Dec-91	
252.244-7000	Subcontracts for Commercial Items and Commercial Components	Jun-13	This order also includes in addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the clauses identified herein and incorporated by reference herein.
252.246-7001 and Alt I	Warranty of Data & Alternate (1)	Mar-14	
252.246-7003	Notification of Potential Safety Issues	Jun-13	
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Aug-16	Applicable to all orders for electronic parts or assemblies containing electronic parts.
252.246-7008	Sources of Electronic Parts	May-18	Applicable to orders that are for electronic parts or assemblies containing electronic parts, unless the Seller is the original manufacturer.
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to Cost Bearer	Jun-13	Applicable to orders s with motor carriers, brokers, or freight forwarders.
3.10-3-2	Government Property Basic Clause	Apr-12	Applicable when the Government furnished property (GFP) is also referred to as Federal Aviation Administration (FAA) Furnished Property.
3.10.3-2	3.10.3-2 Alternate I Government Property Basic Clause	Oct-14	Applicable to all Screening Information Requests (SIRs) and orders that are fixed price and include property.
3.10.3-2	3.10.3-2 Alternate II Government Property Basic Clause	Oct-14	Applicable to all Screening Information Requests (SIRs) and orders that are cost, labor hour, or time and material and include property.
14 CFR 440.17(b) and (c)	Reciprocal Waiver of Claims Requirements	Feb-11	Applicable to all FAA order activities regardless of dollar value when included in Buyer's customer contract
952.203- 70	Whistleblower Protection for Contractor Employees	Dec-00	
952.208-70	Printing	Apr-84	
952.211-70	Priorities and Allocations for Energy Programs – Solicitation	Apr-08	Applicable to all solicitations in support of DOE atomic energy programs.
952.211-71	Priorities and Allocations for Energy Programs – Contracts	Apr-08	Applicable to all orders placed in support of DOE atomic energy programs.
952.227-11	Patent Rights – Retention by the Contractor (Short Form)	Mar-95	All suitably modified.
952.227-13	Patent Rights – Acquisition by the Government	Sep-97	
952.227-14	Rights in Data – (Department of Energy Coverage Alternatives VI and VII)	Feb-98	
952.227-82	Rights to Proposal Data	Apr-94	
1852.204-76	Security Requirements for Unclassified Information Technology Resources	Jan-11	Applicable to all orders that include the process, management, access or storage of NASA Electronic Information.

1852.208-81	Restrictions on Printing and Duplicating	Nov-04	
1852.211-70	Packaging, Handling and Transportation	Sep-05	Applicable if the items will be components of deliverable Class, I, II or III items
1852.219-75	Business Subcontracting Reporting	Apr-15	Applicable if FAR 52.219-9 applies to this order.
1852.223-71	Frequency Authorization	Apr-15	
1852.223-73	Safety and Health Plan	Jul-15	Applicable if 1852.223-70 applies to this order.
1852.223-74	Drug and Alcohol- Free Workplace	Nov-15	Applicable to orders in which work is performed by an employee in a sensitive position; except contracts for Commercial items.
1852.225-70	Export Licenses	Feb-00	
1852.227-11	Patent Rights – Retention by the Contractor (Short Form)	Apr-15	Applicable to orders that include experimental, development, research, design, or engineering work to be performed by other than a small business or nonprofit organization.
1852.227-14	Rights in Data - General	Apr-15	Applicable if this order includes delivery of technical data or software.
1852.227-19	Commercial Computer Software- Restricted Rights	Jul-97	Applicable if this order includes delivery of technical data or software.
1852.227-70	New Technology	Apr-15	Applicable if unless Seller is a small business where contract performance will be conducted in the United States, its possessions, or Puerto Rico and has as purpose the performance of experimental, developmental, research, design, or engineering work.
1852.227-71	Requests for Waiver of Rights to Inventions	Apr-15	Applicable wherever NASA FAR 1852.227- 70 applies. Seller's petitions to the Contracting Officer shall be made through the Buyer Procurement Representative.
1852.227-72	Designation of New Technology Representative and Patent Representative	Apr-15	Applicable if FAR 52.227-11 or 1852.227-70 applies
1852.227-85	Invention Reporting and Rights – Foreign	Apr-15	Applicable to all orders Buyer awards under its prime contract where the performance of research, experimental design, engineering, or developmental work is contemplated for which the work is to be performed outside the United States, its possessions, and Puerto Rico by contractors that are not domestic firms.
1852.227-86	Commercial Computer Software – License	Apr-15	
1852.228-76	Cross-Waiver of Liability for International Space Station Activities	Oct-12	Applicable to all NASA orders involving Space Station activities regardless of dollar value when included in Buyer's customer contract.
1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station	Oct-12	Applicable to all NASA orders involving activities unrelated to the International Space Station activities regardless of the dollar value when included in the Buyer's customer contract.
1852.231-71	Determination of Compensation Reasonableness	Apr-15	Applicable if this order is (1) Service contract, and (2) Cost Reimbursement or non-competitive fixed price in excess of \$500,000.
1852.237-71	Pension Portability	Jan-97	Applicable if this order is for services and meets the conditions of paragraph (b) of the clause.
1852.237-72	Access to Sensitive Information	Jun-05	Applicable if this order requires access to sensitive information.
1852.237-73	Release of Sensitive Information	Jun-05	Applicable to orders that require the release of sensitive information.
1852.242-71	Travel Outside of the United States	Dec-88	Applicable if this order requires travel to locations outside the United States that will be charged directly to the Contract. Substitute "45 days" for "30 days" in the clause. Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" though out this clause.
1852.242-72	Denied Access to NASA Facilities	Oct-15	
1852.242-73	NASA Contractor Financial Management Reporting	Nov-04	Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" though out this clause.
1852.245-73	Financial Reporting of NASA Property in Custody of Contractors	Jan-11	
1852.245-74	Identification and Marking of Government Equipment	Jan-11	
1852.246-73	Human Space Flight Item	Mar-97	Applicable if this order is for human space flight hardware of flight related equipment.
2.203-5	Covenant Against Contingent Fees	Apr-84	

**APPLICABLE TO PURCHASE ORDERS OVER \$2,500:**

52.222-41	Service Contract Labor Standards	Aug-18	Applicable only to orders subject to the Service Contract Labor Standards statute
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**APPLICABLE TO PURCHASE ORDERS OVER \$5,000:**

252.211-7003	Item Unique Identification and Valuation	Mar-16	Applicable to orders which involve the purchase of material items with a unit cost of \$5,000 or more.
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**APPLICABLE TO PURCHASE ORDERS OVER \$10,000:**

52.222-21	Prohibition of Segregated Facilities	Apr-15	Applicable when Equal Opportunity 52.222-26 is flowed down
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52.222-22	Previous Contracts and Compliance Reports	Feb-99	Applicable when Equal Opportunity 52.222-26 is flowed down
52.222-26	Equal Opportunity	Sep-16	

**APPLICABLE TO PURCHASE ORDERS OVER \$15,000:**

52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	May-14	
52.222-36	Affirmative Action for Workers with Disabilities	Jul-14	
52.225-8	Duty Free Entry	Oct-10	

**APPLICABLE TO PURCHASE ORDERS OVER \$35,000:**

52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct-15	
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	Oct-15	

**APPLICABLE TO PURCHASE ORDERS OVER \$100,000:**

1852.244-70	Geographic Participation in the Aerospace Program	Apr-85	
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**APPLICABLE TO PURCHASE ORDERS OVER \$150,000:**

52.203-7	Anti-Kickback Procedures	May-14	Exclude paragraph (c) (1); in paragraph (c) (4) delete "The contracting officer may" and replace with "to the extent the CO has made an offset in the prime contractor directed the Buyer to withhold an amount, the buyer may..."
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct-10	
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	May-18	Applicable when the order may require or involve the employment of laborers or mechanics except as exempt by FAR 22.305 (a) – (g).
52.222-35	Equal Opportunity for Veterans	Oct-15	
52.222-37	Employment Reports on Veterans	Feb-16	Applicable unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-54	Employment Eligibility Verification	Oct-15	Applicable unless order will be performed outside the United States or if the order is for a period of performance less than 120 days
52.248-1	Value Engineering	Oct-10	
252.247-7	Notification of Transportation of Supplies by Sea	Oct-15	
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Oct-15	

**APPLICABLE TO SIMPLIFIED ACQUISITION THRESHOLD (CURRENTLY PURCHASE ORDERS OVER \$150,000):**

52.203-3	Gratuities	Apr-84	
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep-06	
52.203-8	Cancellation, Rescission, and Recovery of funds for Illegal or Improper Activity	May-14	
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower rights	Apr-14	
52.215-2	Audit and Records— Negotiation	Oct-10	Applicable if order is: (1) Cost- reimbursement, incentive, time-and-materials, labor hour, or price re- determinable type or any combination of these; (2) For which certified cost or pricing data are required; or (3) That require the Seller to furnish reports as discussed in paragraph (e) of this clause.
52.215-14	Integrity of Unit Prices	Oct-10	Applicable except paragraph (b)
52.215-23	Limitations on Pass- Through Charges	Oct-09	Applicable including paragraph (f) in all cost-reimbursement orders that exceed the simplified acquisition threshold, except if the prime contract is from DoD, then insert in all cost –reimbursement orders and fixed price orders, except those identified in FAR 15.408(n) 92) (i) (B) (2) that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
52.219-8	Utilization of Small Business Concerns	Oct-18	
52.222-2	Payment for Overtime Premiums	Jul-00	Applicable to orders issued on a cost reimbursement basis
52.222-17	Nondisplacement of Qualified Workers	May-14	Applicable to service orders where contractor is a predecessor contractor.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	Dec-00	Applicable to orders except for work performed exclusively outside the United States
52.222-54	Employment Eligibility Verification	Oct 15	
52.227-1	Authorization and Consent	Dec-07	
52.227-2	Notice and Assistance Regarding Patent and Copyright	Dec-07	

	Infringement		
52.227-3	Patent Indemnity	Apr-84	
52.229-3	Federal, State and Local Taxes	Feb-13	
52.229-6	Taxes - Foreign Fixed-Price Contracts	Feb-13	Applicable to orders where performance is outside the United States
52.236-13	Accident Prevention , incl. Alt 1	Nov-91	
52.244-2	Subcontracts	Oct-10	Applicable to orders issued on a cost reimbursement or T&M basis
52.244-5	Competition in Subcontracting	Dec 96	
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract- Related Felonies	Dec-08	
252.225-7012	Preference for Certain Domestic Commodities	Dec-17	
252.243-7002	Requests for Equitable Adjustment	Dec-12	
252.247-7023	Transportation of Supplies by Sea	Apr-14	
1852.223-72	Safety and Health (Short Form)	Jul-15	

**APPLICABLE TO PURCHASE ORDERS OVER \$500,000:**

52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	Mar-15	Applicable if it is possible at least \$500,000 of the value of the order may be performed outside the United States;
252.226-7001	Utilization of Indian Organizations and Indian Owned Economic Enterprises	Sep-04	

**APPLICABLE TO PURCHASE ORDERS OVER \$700,000:**

52.219-9	Small Business Subcontracting Plan	Aug-18	Applicable to large businesses
252-219-7003	Small Business Subcontracting Plan (DOD Contracts)	Apr-18	Applicable if FAR 52.219-9, Small Business Subcontracting Plan applies to the order
252-219-7004	Small Business Subcontracting Plan (Test Program)	Apr-18	

**APPLICABLE TO PURCHASE ORDERS OVER \$750,000:**

52.214-26	Audit and Records – Sealed Bidding	Oct-10	
52.214-27	Price reduction for Defective Pricing -Sealed Bidding	Aug-11	Unless otherwise exempt
52.215-10	Price Reduction for Defective Cost or Pricing Data	Aug-11	Unless otherwise exempt
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	Aug-11	Unless otherwise exempt
52.215-12	Subcontractor Certified Cost or Pricing Data	Oct-10	Unless otherwise exempt
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications	Oct-10	Unless otherwise exempt
52.215-15	Pension Adjustments and Asset Reversions	Oct-10	Unless otherwise exempt
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions	Jul-05	Unless otherwise exempt
52.215-19	Notification of Ownership Changes	Oct-97	Unless otherwise exempt
52.215-20	Requirements for Certified Cost or Pricing Data or Information other than Cost or Pricing Data	Oct-10	Unless otherwise exempt
52.215-21	Requirements for Certified Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications	Oct-10	Unless otherwise exempt
52.242-3	Penalties for Unallowable Costs	May-14	

**APPLICABLE TO PURCHASE ORDERS OVER \$1,000,000:**

252.222-7006	Restrictions on the use of Mandatory Arbitration Agreements	Dec-10	
252.225-7033	Waiver of United Kingdom Levies	Nov-14	
1852.223-70	Safety and Health Measures and Mishap Reporting	Dec-15	

**APPLICABLE TO PURCHASE ORDERS OVER \$5,000,000:**

52.203-13	Contractor Code of Business Ethics and Conduct	Oct-15	Applicable if order is for a period of performance of more than 120 days
52.203-14	Display of Hotline Posters	Oct-15	Applicable except when the order is performed entirely outside the United States
252.203-7004	Display of Hotline Posters	Oct-16	Applicable except when the order is performed entirely outside the United States