

SECTION I - GENERAL PROVISIONS
ORDERS/SUBCONTRACTS

The following clauses set forth in the Federal Acquisition Regulation (FAR), as amended and modified below, are applicable to products or services furnished for use in connection with a U.S. Government Prime Contract or Subcontract as required by the terms of the Prime Contract or by operation of law or regulation. For the acquisition of commercial items under Subcontracts, the only FAR clauses that are required by FAR 52.244-6 are those annotated with "*" after the FAR clause number. For the definition of a commercial item see FAR 2.101. Without limiting the subcontract provisions, the FAR clauses are incorporated by reference into this Subcontract with the same force and effect as though set forth in full text. The complete text of any clause referenced may be obtained from the Subcontracts Administrator. The dates of the FAR clauses incorporated by reference into this Subcontract shall be the dates of the current version of the FAR. If any FAR clauses do not apply to a specific Order/Subcontract, such clauses are considered to be self-deleting. The following definitions shall apply to this Subcontract except as otherwise specifically provided:

"BUYER" - Means legal entity issuing this Order/Subcontract

"CONTRACTING OFFICER" - Means Buyer's authorized representative who signed this Order/Subcontract or is identified elsewhere in this Order/Subcontract and will mean Contracting Officer, whenever appropriate, where indicated elsewhere in these terms and conditions

"CONTRACTOR" - Means Seller

"SELLER" - Means legal entity which contracts with the Buyer

"CONTRACT" or "SCHEDULE" or "SUBCONTRACT" - Means this Order/Subcontract

"SUBCONTRACTOR" - Means Sellers' subcontractors

"GOVERNMENT" - Means Buyer and will mean Government, whenever appropriate, where indicated elsewhere in these terms and conditions

SECTION I-1 - FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.203-15*	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (Applicable if subcontract funded in whole or in part with recovery act funds).
X	X	X	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (Applies in all orders, other than personal services contracts with individuals)
X	X	X	52.204-2	SECURITY REQUIREMENTS. (Applies if work requires access to classified information.) If Seller is an educational institution and performing a cost-reimbursement contract, Alternate I applies.
X	X	X	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (Applies where Seller will have physical access to a federally-controlled facility or access to a Federal information system.)
X	X	X	52.204-21*	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (Applicable to orders, other than those for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
X	X	X	52.211-5	MATERIAL REQUIREMENTS. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO throughout this clause.

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
	X	X	52.216-7	ALLOWABLE COST AND PAYMENT. Substitute "Buyer" for "Government" or "United States" except in (a)(3) and (b)(1)(ii)(F) where "and Buyer" is inserted after "Government". Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO applies except in paragraph (g) where insert "or Buyer" after "Contracting Officer". The blank in paragraph (a)(3) is completed with "the 30 th " unless otherwise specified in this Subcontract. Paragraph (a)(2), (b)(4), and (d)(4) are deleted. The references to government entities in paragraph (d) are unchanged.
		X	52.216-8	FIXED FEE. (Applies only if this subcontract includes a fixed fee.) Substitute "Buyer" for "Government" or "United States" throughout this clause. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO throughout this clause.
X	X	X	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.
X	X	X	52.222-21*	PROHIBITION OF SEGREGATED FACILITIES. (If Seller is an international contractor, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)
X	X	X	52.222-26*	EQUAL OPPORTUNITY. Only subparagraphs (c)(1) through (c)(11): "Contracting Officer" means Contracting Officer and "Government" does not mean Buyer. (If Seller is an international contractor, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the Subcontract.)
X	X	X	52.222-50*	COMBATING TRAFFICKING IN PERSONS. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO throughout this clause other than paragraph (e) where insert "Buyer" after "Government."
X	X	X	52.222-55*	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (Applies only if the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, is in the prime contract and where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia)).
X	X	X	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (Applies to all Orders that are subject to the 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.)
X	X	X	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (Applies if this subcontract involves hazardous material.) Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO and insert "Buyer" after "Government" except for paragraph (f) where add "or Buyer" after "Government".
X	X	X	52.224-1	PRIVACY ACT NOTIFICATION.
X	X	X	52.224-2	PRIVACY ACT.
X	X	X	52.224-3	PRIVACY TRAINING.
X	X	X	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.
X	X	X	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-CERTIFICATON.
X	X	X	52.227-9	REFUND OF ROYALTIES. (Applies when reported royalty exceeds \$250.) Substitute "Buyer" for "Government " or "United States" except for the first two times "Government" appears in paragraph (d). Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO throughout this clause.
X	X	X	52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER. (Applies if the work or any patent application may cover classified subject matter.)
X	X	X	52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR. (Applies if this subcontract includes, at any tier, experimental, developmental, or research work and Seller is a small business concern or nonprofit organization.) Reports required by this clause shall be filed with the agency identified in this Subcontract. If no agency is identified, contact the Buyer Procurement Representative identified on the face of this subcontract. FAR 52.227-13 applies in lieu of this clause if Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.227-13	PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT. (Applies if this subcontract is for experimental, developmental or research work and Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.) Paragraph (g) is deleted. If not otherwise included in this subcontract, the name and address of the contracting officer may be obtained from Buyer's Procurement Representative.
X	X	X	52.227-14	RIGHTS IN DATA – GENERAL. (Does not apply if DFARS 252.227-7013 applies; certain other exceptions apply – e.g., work is to be performed outside the U.S.)
X			52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE. (Only applies for the acquisition of commercial computer software; does not apply under DoD procurements.)
X	X	X	52.228-5	INSURANCE-WORK ON GOVERNMENT INSTALLATION. (Applies if this subcontract involves work on a Government installation.) Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause. Insert "or Buyer" after "Government" in Paragraph (b). Unless otherwise specified by this subcontract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.
X			52.232-1	PAYMENTS.
X			52.232-2	PAYMENTS UNDER FIXED PRICE RESEARCH AND DEVELOPMENT CONTRACTS.
	X		52.232-7	PAYMENTS UNDER TIME AND MATERIAL AND LABOR HOURS CONTRACTS. (Substitute "Buyer" for "Government" or "United States" throughout this clause.) Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause. The third sentence of Paragraph (a)(8) is deleted. Paragraphs (c) and (i) are deleted.
X			52.232-11	EXTRAS. (Substitute "Buyer Procurement Representative" for "Contracting Officer.")
		X	52.232-20	LIMITATION OF COSTS. (Applies if order is fully funded.) Substitute "Buyer" for "Government" or "United States" throughout this clause. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO throughout this clause.
		X	52.232-22	LIMITATION OF FUNDS. (Applies if order is incrementally funded.) Substitute "Buyer" for "Government" or "United States" throughout this clause. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO throughout this clause.
X	X	X	52.232-40*	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if Seller is a small business concern.) Substitute "Buyer" for "Government" or "United States" throughout this clause. This clause does not apply if Buyer does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.
		X	52.233-3	PROTEST AFTER AWARD – ALTERNATE I. (In the event Buyer's customer directs Buyer to stop performance of the work under the prime contract under which this subcontract is used, Buyer may, by written order to Seller, direct Seller to stop performance of the work called for by this subcontract.) Substitute "Buyer" for "Government" or "United States" except for 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 . . ."
X	X	X	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM.
X	X	X	52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III. (Applies for Industrial Resources Developed under Title III, Defense Production Act, in all contracts for major systems and items of supply.)
X	X	X	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO throughout this clause. Insert "or Buyer" after "Government the second time "government" appears in the clause.
X			52.243-1	CHANGES – FIXED PRICE.
		X	52.243-2	CHANGES – COST REIMBURSEMENT. Substitute "Buyer" for "Government" or "United States" throughout this clause. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer" and ACO throughout this clause.

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
	X		52.243-3	CHANGES – TIME AND MATERIAL OR LABOR HOURS. Substitute “Buyer” for “Government” or “United States” throughout this clause. Substitute “Buyer Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause.
X	X	X	52.244-6*	SUBCONTRACTS FOR COMMERCIAL ITEMS.
X	X	X	52.245-1	GOVERNMENT PROPERTY - ALTERNATE I. – “Contracting Officer” means “Buyer” except 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 it includes “Buyer”. The following is added as paragraph (n) “Seller shall provide to Buyer immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller’s property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.”
X	X	X	52.245-9	USE AND CHARGES. “Government” means “Government” and/or “Buyer” except in the phrase “Government property”.
X			52.246-2	INSPECTION OF SUPPLIES-FIXED PRICE. “Government” means Government and Buyer the first time it appears in the first sentence of paragraph (b) and in the fourth sentence of paragraph (b). “Government” means Government or Buyer the first time it appears in paragraph (k). The provisions in this clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
		X	52.246-3	INSPECTION OF SUPPLIES (COST REIMBURSEMENT). Substitute “Buyer” for “Government” or “United States” except in paragraphs (b), (c), and (d) where you shall insert “and Buyer” after “Government”, and in paragraph (k) where the term is unchanged. The provisions in this clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
X			52.246-4	INSPECTION OF SERVICES-FIXED PRICE. Substitute “Buyer” for “Government” or “United States” except in paragraphs (b), (c), and (d) where you shall insert “and Buyer” after “Government”. The provisions in this clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government..
		X	52.246-5	INSPECTION OF SERVICES (COST REIMBURSEMENT). Insert “and Buyer” after “Government” in paragraphs (b) and (c).) Substitute “Buyer” for “Government” or “United States” in paragraphs (d) and (e). The provisions in this clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government..
	X		52.246-6	INSPECTION TIME AND MATERIAL AND LABOR HOUR. Insert “Buyer” after “Government” throughout this clause.) In Paragraphs (e), (f), (g), and (h), substitute “Buyer” for “Government” or “United States.” The provisions in this clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
X			52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE. Insert “and Buyer” after “Government” in paragraphs (a), (b), and (c). The provisions in this clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
		X	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT – COST REIMBURSEMENT. “Government” means Government and Buyer in paragraphs (e), (f), (g), (h), (b), (c), and (d). The provisions in the clause for access, rights to inspect, safety prevention, and relief from liability apply equally to Buyer and the Government. Alternate I applies to Orders/Subcontracts issued on a no-fee basis.
X	X	X	52.247-63	PREFERENCE FOR U.S. – FLAG AIR CARRIERS.
X	X	X	52.247-64*	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS.
X			52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE). “Government” means Government in paragraph (m).

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
	X	X	52.249-6	TERMINATION (COST-REIMBURSEMENT). Substitute "Buyer" for "Government" or "United States" throughout this clause. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause. Delete paragraph (j). Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
X			52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). "Government" means Government in paragraph (c); "Government" in paragraph (e) means Government or Buyer.
	X	X	52.249-14	EXCUSABLE DELAYS. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause. Substitute "Buyer" for "Government" or "United States" in paragraph (c). In (a)(2) delete "or contractual."

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$3,500

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION. (Does not apply to commercial services that are part of the purchase of a commercial off-the-shelf (COTS) item or an item that would be a COTS item (but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. If Seller is an international contractor, this clause applies to this Subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$10,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (If Seller is an international contractor, this clause applies to this subcontract only if work under the subcontract will be performed in the U.S. or subcontractor is recruiting employees in the U.S. to work on the subcontract.)
X	X	X	52.225-1	BUY AMERICAN – SUPPLIES. (Greater than \$10,000, but less than \$25,000) (Applies if the work contains other than domestic components.) Substitute "Buyer" for "Contracting Officer" the first time "Contracting Officer" is mentioned in paragraph c).
X	X	X	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER NATIONAL LABOR RELATIONS ACT. (If Seller is an international supplier, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$15,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000.00.
X	X	X	52.222-36*	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (If Seller is an international supplier, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$30,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (Subparagraph (d)(2) does not apply.) (If Seller meets the thresholds specified in Paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.)

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$25,000 BUT LESS THAN \$180,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.225-3	BUY AMERICAN – FREE TRADE AGREEMENT – ISRAELI TRADE ACT. (ALTERNATE I VALUE IS \$25,000 OR MORE BUT IS LESS THAN \$50,000) (ALTERNATE II VALUE IS \$50,000 OR MORE BUT LESS THAN \$80,317) (ALTERNATE III VALUE IS \$80,3173 OR MORE BUT LESS THAN \$100,000)

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$35,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (Copies of notices provided by Seller to the Contracting Officer shall be provided to Buyer.)

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$150,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.203-7	ANTI-KICKBACK PROCEDURES. (Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.)
X	X	X	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
X	X	X	52.219-8*	UTILIZATION OF SMALL BUSINESS CONCERNS. (If Seller is an international supplier, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the Subcontract.)
X	X	X	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION. (Applies if the Subcontract may require or involve the employment of laborers and mechanics. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. If Seller is an international contractor, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)
X	X	X	52.222-35*	EQUAL OPPORTUNITY FOR VETERANS. "Contracting Officer" means Contracting Officer or the prime contract under which this order was issued and "Government" does not mean Buyer. (If Seller is an international supplier, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.222-37*	EMPLOYMENT REPORTS VETERANS. (If Seller is an international supplier, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)
X	X	X	52.248-1	VALUE ENGINEERING. Substitute "Buyer" for "Government" or "United States" through this clause except in Paragraph (c)(5), where insert "Buyer" after "Government" applies and except in (b)(3) where insert "or Buyer" after Government, and where "Government" precedes "cost" throughout. Substitute "Buyer" for "Contracting Officer", "Administrative Contracting Officer," and "ACO". In paragraph (m) "Government is unchanged." Also, "Government" does not mean "Buyer" in the phrase "Government costs".

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$180,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.225-5	TRADE AGREEMENTS. (Applies if the work contains other than U.S. made or designated country end products as specified in the clause.)

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$250,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.202-1	DEFINITIONS.
X	X	X	52.203-3	GRATUITIES.
X	X	X	52.203-5	COVENANT AGAINST CONTINGENT FEES.
X	X	X	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.
X	X	X	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract.) (The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.)
X	X	X	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.)
X	X	X	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST.
X	X	X	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.
X	X	X	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER.
X	X	X	52.215-2	AUDIT AND RECORDS-NEGOTIATION. "Contracting Officer" means Contracting Officer and Government does not mean Buyer.
X	X	X	52.215-14	INTEGRITY OF UNIT PRICES. Delete paragraph (b) of this clause.
X	X	X	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES. (Applies if this is a cost-reimbursement subcontract in excess of \$250,000, except if the prime contract to which this subcontract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$2,000,000.) Insert "or Buyer" after "Government" throughout this clause. Insert "and Buyer" after "Contracting Officer" throughout the clause.
X	X	X	52.232-17	INTEREST.
X	X	X	52.244-5	COMPETITION IN SUBCONTRACTING.
X			52.246-16	RESPONSIBILITY FOR SUPPLIES. "Government" means Government or Buyer in paragraph (d).

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$700,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN. (Does not apply if the Seller is a small business concern.) (If Seller is an international contractor, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.) Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" in Paragraph (c).

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$2,000,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (If Buyer is subjected to any liability as the result of Seller's or its lower-tier subcontractor's submission and certification of defective cost or pricing data as set forth in subparagraphs (a) (1) or (2) of this clause, or their furnishing of data of any description that is inaccurate as set forth in subparagraph (a) (3) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding profit) resulting from such failure.)
X	X	X	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS. (If Buyer is subjected to any liability as the result of Seller's or its lower-tier subcontractors' submission and certification for defective cost or pricing data as set forth in subparagraphs (b) (1) or (2) of this clause, or their furnishing of data of any description that is inaccurate as set forth in subparagraphs (b) (3) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding profit) resulting from such failure.)
X	X	X	52.215-12	SUBCONTRACTOR COST OR PRICING DATA.
X	X	X	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS.
X	X	X	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS. (Applies if this subcontract meets the applicability requirements of FAR 15.408(g)). (Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer.)
X	X	X	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (Applies if this subcontract meets the applicability requirements of FAR 15.408(j)). (Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer.)
X	X	X	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES. (Applies if this subcontract meets the applicability requirements of FAR 15.408(k)). (Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer.)
X	X	X	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES. (Applies if the prime contract to which this subcontract relates is with DoD, except for those identified in 15.408(n)(2)(i)(B)(2), that exceed \$2,000,000.) Insert "or Buyer" after "Government" throughout this clause. Insert "and Buyer" after "Contracting Officer" throughout the clause.

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACTS EXCEEDING \$5,500,000

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X	X	X	52.203-13*	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (Applies if the period of performance is greater than 120 days.) Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
X	X	X	52.203-14	DISPLAY OF HOTLINE POSTER(S). (If Seller is an international contractor, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)

FAR CLAUSES APPLICABLE TO ORDERS/SUBCONTRACT FOR TASKING PERFORMED OUTSIDE OF THE UNITED STATES

CONTRACT TYPE			FAR CLAUSE	FAR TITLE
FP	T&M	CR		
X		X	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES. (as applicable in accordance with paragraph (f).)
X	X	X	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT).
X	X	X	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS.

Enclosure 1 to General Provisions

The following DoD Federal Acquisition Regulation (FAR) Supplement clauses are incorporated by reference into this Subcontract. For the acquisition of commercial items under orders/subcontracts placed in support of, and charged to, a U.S. Government Department of Defense prime contract or subcontract, the only DFARS clauses that are flowed down are those required by a particular DFARS clause to be flowed down, and those clauses are annotated with *. These DoD FAR Supplement clauses are applicable when required:

CONTRACT TYPE			DFAR CLAUSE	DFAR TITLE
FP	T&M	CR		
X	X	X	252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contracted-Related Felonies. (Applies if this subcontract exceeds \$250,000.) Terms “contract,” “contractor,” and “subcontract” shall not change in meaning in Paragraphs (a) and (d). Delete Paragraph (g). In Paragraph (e), the remedies described in Subparagraphs (2) and (3) are available to Buyer not the Government. In Paragraph (f), communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer.
X	X	X	252.203-7002*	Requirement to Inform Employees of Whistleblower Rights.
X	X	X	252.203-7003	Agency Office of the Inspector General. (Applies when FAR 52.203-13 applies to this subcontract.)
X	X	X	252.203-7004	Display of Fraud Hotline Poster(s). (Applies in lieu of FAR 52.203-14.)
X	X	X	252.204-7000*	Disclosure of Information.
X	X	X	252.204-7009*	Limitations on the Use and Disclosure of Third Party Contractor Reported Cyber Incident Information. (Applies if this Order Involves Services that Include Support for the Government Activities Related to Safeguarding Covered Defense Information and Cyber Incident reporting.)
X	X	X	252.204-7012*	Safeguarding Covered Defense Information and Cyber Incident Reporting. Substitute “Buyer Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” in Paragraph (b)(1)(ii). Reports required under Paragraph (d) shall be made through Buyer. Insert “and Buyer” after “Contracting Officer” in Paragraph (d)(5). (Applies if Order includes DFAR Clause 252.204-7012 in full text.)
X	X	X	252.204-7014*	Limitations on the Use or Disclosure of Information by Litigation Support Contracts.
X	X	X	252.204-7015*	Notice of Authorized Disclosure of Information for Litigation Support.
X	X	X	252.211-7003*	Item Identification and Valuation. (Applies if this subcontract requires the work to contain unique item identification.) In (c)(3)(i), (c)(4)(i), (d), (e), and (f) “Contractor” shall mean “Subcontractor;” all reports required to be submitted under this clause shall be submitted to “Buyer” at a location to be provided; delete Paragraph (g) and insert the following in lieu thereof: “(g) Lower-tier Subcontracts.” (Seller shall include this clause, including this Paragraph (g), in all lower tier subcontracts issued under this Subcontract for acquisition of components identified herein as requiring UID.)
X	X	X	252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding.
X	X	X	252.217-7003	Changes.
X	X	X	252.219-7003	Small Business Subcontracting Plan (DoD Contracts). (Applies if FAR 52.219-9 applies to this subcontract.) Delete Paragraph (g).
X	X	X	252.219-7004	Small Business Subcontracting Plan (Test Program).
X	X	X	252.222-7000	Restrictions on Employment of Personnel.
X	X	X	252.223-7001*	Hazard Warning Labels. (Applies if this subcontract requires the delivery of hazardous materials.)
X	X	X	252.223-7002*	Safety Precautions for Ammunition and Explosives. (Applies if the order involves ammunition or explosives.) “Government” means “Government and Buyer”; any communication to the Contracting Officer shall be through Buyer’s Procurement Representative; delete “prime” in paragraph (g)(1)(ii) and add “and Buyer’s Procurement Representative,” and delete “substituting its name for references to the Government”.
X	X	X	252.223-7003*	Changes in Place of Performance – Ammunition and Explosives. (Applies if DFAR 252.223-7002 applies to this order.) “Government” shall mean “Government or Buyer”.

CONTRACT TYPE			DFAR CLAUSE	DFAR TITLE
FP	T&M	CR		
X	X	X	252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials. (Applies in all subcontracts that require, may require, or permit a subcontractor to a DoD installation, at any tier.)
X	X	X	252.223-7007*	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (Applies if order is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Seller as Government Furnish Property.)
X	X	X	252.223-7008*	Prohibition of Hexavalent Chromium. Substitute “Buyer Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer” and “ACO” throughout this clause. Applies in all subcontracts, including subcontracts for commercial items, that are for supplies, maintenance and repair services, or construction.
X	X	X	252.225-7001*	Buy American Act and Balance of Payments Program – Basic. (Applies if this Order is at or below the Simplified Acquisition Threshold and if the work contains other than domestic components. Applies in lieu of FAR 52.225-1.)
X	X	X	252.225-7002	Qualifying Country Sources as Subcontractors.
X	X	X	252.225-7006	Acquisition of the American Flag. (Applies in solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that are for the acquisition of the American flag, with an estimated value that exceeds the simplified acquisition threshold.)
X	X	X	252.225-7007*	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. (Applies if Seller is supplying items on the U.S. Munitions List. Or the 600 series of the Commerce Control List.)
X	X	X	252.225-7008	Restrictions on Acquisition of Specialty Metals. (Applies to orders using FAR part 12 procedures for the acquisition of commercial items that exceed the simplified acquisition threshold; and require the delivery of specialty metals as end items.) (TM, FFP, CR)
X	X	X	252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals. (Applies for commercial items, that exceed the simplified acquisition threshold and are for items or components containing specialty metals Paragraph (d) and (e)1 are deleted).
X	X	X	252.225-7012*	Preference for Certain Domestic Commodities. (Applies in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items.)
X	X	X	252.225-7013	Duty Free Entry. (Applies in lieu of FAR 52.225-8; if the prime contract number and identity of the Contracting Officer is not available, contact Buyer’s Procurement Representative.)
X	X	X	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings. (Applies if work supplied under this subcontract contains ball or roller bearings.) Substitute “Buyer” for “Government” or “United States” in Subparagraph (a)(2).
X	X	X	252.225-7021*	Trade Agreements. (Applies if the work contains other than U.S. made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)
X	X	X	252.225-7031*	Secondary Arab Boycott of Israel.
X	X	X	252.225-7036	Buy American Act – Free Trade Agreements – Balance of Payments Program.
X	X	X	252.225-7043*	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States. (Applies where Seller will be performing or traveling outside the U.S. under this subcontract. For Paragraph (c), see applicable information cited in <u>(Contracting Officer to insert applicable information cited in PGI 225.372-1.)</u>
X	X	X	252.225-7048	Export Controlled Items.
X	X	X	252.226-7001*	Utilization of Indian Organizations and Indian-Owned Economic Enterprises – and Native Hawaiian Small Business Concerns. (Applies if this subcontract exceeds \$500,000.) Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” in Paragraph (c) the first time “Contracting Officer” appears. In Subparagraph (f)(1) “Contractor” shall mean “Buyer”. Buyer shall have no liability to Seller for an incentive payment under this clause unless and until the Government provides an incentive payment to Buyer.
X	X	X	252.227-7013*	Rights in Technical Data – Noncommercial Items. (Applies in lieu of 52.227-14.)
X	X	X	252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (Applies in lieu of 52.227-14.)

CONTRACT TYPE			DFAR CLAUSE	DFAR TITLE
FP	T&M	CR		
X	X	X	252.227-7015*	Technical Data – Commercial Items. (Applies whenever any technical data related to commercial items developed in any part at private expense will be provided under this order for delivery to the Government.)
X	X	X	252.227-7016	Rights in Bid or Proposal Information.
X	X	X	252.227-7019*	Validations of Asserted Restrictions – Computer Software. (Applies to orders where computer software will be furnished to the Government.)
X	X	X	252.227-7030	Technical Data - Withholding of Payment. Substitute “Buyer” for “Government” or “United State” in (a). Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” in (a). Insert “or Buyer” after “Government” in (b).)
X	X	X	252.227-7037*	Validation of Restrictive Markings on Technical Data.
X	X	X	252.227-7038	Patent Rights – Ownership by the Contractor (Large Business). (Applies if (1) Seller is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the subcontract is for experimental, developmental, or research work.)
X	X	X	252.231-7000	Supplemental Cost Principles.
X	X	X	252.237-7023	Continuation of Essential Contractor Services.
X	X	X	252.239-7010*	Cloud Computing Services. (Applies if order involves or may involve cloud services, including subcontracts for commercial items.)
X	X	X	252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services. (Applies to all orders requiring securing telecommunications.)
X	X	X	252.239-7018*	Supply Chain Risk (DEVIATION 2018-O0020). (Applies in solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301.) Insert “or Buyer” after “Government throughout this clause.
X	X	X	252.243-7001	Pricing of Contract Modifications.
X	X	X	252.244-7000*	Subcontracts for Commercial Items and Commercial Components (DoD Contracts).
X	X	X	252.246-7003*	Notification of Potential Safety Issues. (Applies if this subcontract 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.) Seller shall provide notifications to Buyer and the contracting officer identified to Seller.
X	X	X	252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System. (Paragraphs (a) through (e) apply). In Paragraph (c)(2) “Contracting Officer” shall mean the U.S. Government Contractor Officer for Buyer’s Government prime contract under which this agreement is entered. In paragraph (c)(6) “Subcontract” means any agreement placed by Seller or lower-tier subcontractors under this Agreement.
X	X	X	252.246-7008*	SOURCES OF ELECTRONIC PARTS. (Applies to orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS. Does not apply to original equipment manufacturers.)
X	X	X	252.247-7023*	Transportation of Supplies by Sea. (Applies in lieu of FAR 52.247-64 in all subcontracts for ocean transportation of supplies.) In the first sentence of Paragraph (g), insert a period after “Contractor” and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this subcontract is at or below the simplified acquisition threshold,. Substitute “Buyer” for “Government” or “United States” in Paragraph (g). Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” in Paragraph (g).
X	X	X	252.247-7024*	Notification of Transportation of Supplies by Sea. Substitute “Buyer” for “Government” or “United States” throughout this clause. Substitute “Buyer” for “Contracting Officer”, throughout this clause.
X	X	X	252.249-7002*	Notification of Anticipated Contract Termination or Reduction. (Applies if this subcontract exceeds \$700,00.) Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause. Delete Paragraph (d)(1) and the first five words of Paragraph (d)(2).