
FAIRBANKS MORSE DEFENSE SUPPLEMENTAL TERMS AND CONDITIONS OF PURCHASE IN SUPPORT OF THE LPD PROGRAM

1. RATED ORDER.

- a. The higher-level quality standard(s) of ANSI/ISO/ASQ 9001-2008 shall apply to this Order
 - i. If this Order is for critical and complex items (see FAR 46.203(b) and (c)); or
 - ii. when the technical requirements of this Order require—
 - (1) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (2) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
- b. If paragraph a. is applicable to this Order, then Seller shall include applicable requirements of the higher-level quality standard listed in paragraph A of this provision and shall flow down such standards, as applicable, to lower-tier subcontracts.

2. MARKING REQUIREMENTS. Seller shall place the following statement on documents containing technical data controlled by either the Arms Export Control Act or the Export Administration Act: “WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401, et seq. Violations of these export laws can result in severe criminal penalties. Disseminate in accordance with terms of OPNAVINST 5510.161.” Additional marking requirements may be included elsewhere in this Purchase Order.

3. EUROPEAN UNION (EU) SAFE HARBOR. With respect to personal information about Seller’s employees located in EU countries, Buyer’s customer adheres to a self-regulatory program that complies with the safe harbor privacy principles set forth in the July 2000 agreement between the EU and the United States Department of Commerce. For details about Buyer’s customer’s privacy policy with respect to individuals located in EU countries, please refer to the Huntington Ingalls Incorporated privacy policy information at: <http://www.huntingtoningalls.com/about/docs/euprivacypolicy.pdf>. Seller shall provide this notice to each of its EU employees who provide personal information to Buyer.

4. GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP). If this Order is over Five Hundred Thousand Dollars (\$500,000), Seller shall participate in the appropriate interchange of the GIDEP in accordance with GIDEP S0300-BU-GYD-010 dated April 2008. Data entered will be retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve Seller from complying with any other requirements of this Order. GIDEP materials, software and information are available without charge from the GIDEP Operations Center, P.O. Box 8000, Corona, California 92878. For further information, see this web site: <http://www.gidep.org>.

5. INSPECTION

- a. This Section 5. Inspection shall replace Section 22. Inspection. of Fairbanks Morse Defense Terms and Conditions of Purchase.

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- b. Except as otherwise provided in this Order, Seller shall maintain an inspection and quality control system acceptable to Buyer to be performed on Products delivered under this Order. As part of the system, Seller shall prepare records evidencing all inspections made under the system and the outcome. Buyer or Buyer's customer shall have the right to perform reviews and evaluations as reasonably necessary to ascertain Seller compliance with an inspection or quality control system that is acceptable. The right of review, whether exercised or not, does not relieve Seller of its obligations under this Order.
 - c. Buyer or Buyer's customer has the right to inspect and test all Products to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. Buyer assumes no contractual obligation to perform any inspection and test for the benefit of Seller. If Buyer or Buyer's customer performs an inspection or test on the premises of Seller or a subcontractor of Seller, Seller shall furnish, and shall require its subcontractors to furnish, at no increase in Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspection and test. Buyer reserves the right to charge to Seller any additional cost of inspection or test by Buyer or Buyer's customer when (1) Products are not ready at the time such inspection or test is required by this Order or has been otherwise scheduled by mutual agreement of the parties, or (2) reinspection or retest of the Products is necessitated by prior rejection.
 - d. Buyer has the right either to reject or to require correction of nonconforming Products. Products are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with requirements of this Order. Buyer may reject nonconforming supplies with or without disposition instructions.
 - e. Seller shall remove Products rejected or required to be corrected; however, Buyer may require or permit correction in place, promptly after notice, by and at the expense of Seller. Seller shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
 - f. Seller, at its own expense, shall promptly rectify any defects discovered during any inspection or test.
 - g. If Seller fails to promptly remove, replace, or correct rejected Products that are required to be removed or to be replaced or corrected, Buyer may either:
 - h. Remove, replace, or correct the Product(s) and charge the cost to Seller; or
 - i. Terminate this Order for default.
 - j. If Buyer elects to correct the deficiencies in the Product(s), then the parties agree that Seller will pay Buyer's actual costs and Buyer's labor at Buyer's fully-burdened hourly rates (as appropriate) utilizing the then-current Government-approved rate set authorized for change-order activity. If Seller fails to correct or replace the Product(s) within the delivery schedule, Buyer may require their delivery with an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
 - k. Products that have been reworked or repaired by Seller after having been rejected by Buyer shall be identified as "Resubmitted." Seller shall annotate the packing slip with the words "Resubmitted Material," the reason for the previous rejection, and the Buyer Inspection Report, Discrepancy Report, or Quality Notification Number if known. If the Products were inspected at source and rejected, such information shall also be annotated on the packing

slip.

- I. Seller shall flow down the substance of this provision to all of its suppliers engaged for performance under this Order.
- m. Neither Buyer's in-process inspection nor Buyer's approval of any of Seller's drawings, procedures or other submittals shall: (i) constitute acceptance of any work; or (ii) relieve Seller of complying fully with all of the requirements of this Order.

6. SUSPENSION OF WORK. Buyer may, by written notice, suspend work under this Purchase Order whenever Buyer's customer, at the direction of the U.S. Government, suspends work under the contract between Buyer and its customer that is within the scope of work of this Purchase Order. Upon receipt of such notice, Seller shall immediately comply with its terms and, during the work suspensions, take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the suspension notice. If the suspension of work ordered under this provision results in an increase in the time required for, or in Seller's cost properly allocable to the performance of any part of this Purchase Order, Buyer shall make an adjustment in the delivery schedule or Purchase Order price or both. Seller shall assert its right to an adjustment no later than 15 days after the work suspension is lifted.

7. COMPUTER SOFTWARE AND DATABASES. Seller shall test all computer software and/or databases (including the media it is delivered on), as defined in the clause entitled Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation DFARS 252.227-7014), for computer viruses before delivery of such software and/or databases in any medium or in any system. All software and/or databases delivered by Seller shall contain no known viruses that are detectable with the latest version of commercially available virus detection software. In addition, Seller shall test any software and/or databases received from Buyer or Buyer's customer for viruses prior to use in performing this Purchase Order. Seller shall provide Buyer with immediate written notice of any viruses detected in Buyer-provided software and/or databases. Unless otherwise agreed in writing, any license agreement covering the use of any computer software and/or databases delivered under this Purchase Order must be paid-up and perpetual, shall not contain any routine to disable the computer software and/or databases in the future, and shall permit transfer to Buyer's customer. No copy-protection devices, codes, or systems shall be used that would prevent Buyer or Buyer's customer from copying delivered software and/or data; however, a license agreement or other Purchase Order terms may specify a maximum number of copies that may be made. Any limited rights or other legend(s) permissibly applied under this Purchase Order shall be digitally included on the same media as the delivered software and/or databases, and also displayed in human-readable form on a visible surface of the media carrying the digital software and/or databases.

8. INDEMNIFICATION - GOVERNMENT REQUIREMENTS. In addition to any other remedies provided for in this Purchase Order, Seller shall indemnify and hold harmless Buyer, Buyer's parent and affiliates, Buyer's customer, and their respective officers, directors, and employees (collectively, for the purposes of this provision, "Buyer") from and against any and all liabilities, claims, losses and expenses arising out of the failure of Seller, its employees, subcontractors or agents, in conjunction with this Purchase Order:

- a. To furnish complete, accurate or current cost or pricing data when such data were required by law or regulation:
 - i. In the negotiation of this Purchase Order or any modifications thereto; or
 - ii. To comply with applicable laws, regulations incorporated by reference herein, or ordinances.

- b. Seller shall, at its own cost, defend Buyer against such claims, losses, and liabilities, and, it shall pay Buyer's reasonable attorney fees and expenses, related to carrying out and enforcing the terms of this provision, as those costs are incurred.

9. ACCESS TO VESSELS BY NON-U.S. CITIZENS

- a. No person not known to be a U.S. Citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. Seller shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this Purchase Order.
- b. If Seller desires to employ non-U.S. citizens in the performance of work under this Purchase Order that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each Purchase Order where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Seller shall submit to Buyer, an Access Control Plan (ACP) that shall contain as a minimum, the following information:
 - i. Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Buyer's facilities and when performing work aboard ship.
 - (1) *Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.*
 - (2) *Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulation and instructions.*
 - (3) *A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.*
 - (4) *A badge or pass check must be performed at all points of entry to the Buyer's facilities or by a site supervisor for work performed on vessels outside the Buyer's plant.*
 - ii. Seller's plan for ascertaining citizenship and for screening employees for security risk.
 - iii. Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.
 - iv. Seller's plan for ensuring subcontractor compliance with the provisions of the Seller's ACP.
 - v. These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Seller in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

- c. To request approval for non-U.S. citizens of hostile and/or communist- controlled countries (Listed in Department of Defense Industrial Security Manual, COC 5220.22M or available from cognizant CAO), Seller shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Seller, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Seller must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.
- d. Seller shall fully comply with approved ACPs. Noncompliance by the Seller or subcontractor serves to cancel any authorization previously granted, in which case the Seller shall be precluded from the continued use of non-U.S. citizens on this Purchase Order until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government and Buyer reserve the right to cancel previously granted authority when such cancellation is determined to be in the Government's or Buyer's best interest. Use of non-U.S. citizens, without an approved ACP or where a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this Purchase Order may be terminated.
- e. Seller shall have full responsibility for the proper administration of the approved ACP for all work performed under this Purchase Order, regardless of the location of the vessel, and must ensure compliance by all of its subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.
- f. In the event Seller does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.
- g. The same restriction as in paragraph (g) above applies to other than non-U.S. citizens who have access to the Buyer's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).

10. CALIBRATION SYSTEM REQUIREMENTS. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

11. INSPECTION AND TEST RECORDS. Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete, accurate used for trend analysis and to assess corrective action and effectiveness.

12. COST OF QUALITY DATA. Seller shall maintain and use quality cost data as a management element of its quality program. The specific quality cost data to be maintained and used will be determined by Seller. These data shall, on request, be identified and made available for "on site" review by Buyer or Buyer's customer.

13. QUALIFICATION OF SELLER NONDESTRUCTIVE TESTING (NDT) PERSONNEL. Any NDT SELLER (as hereinafter defined) shall utilize for the performance of required Nondestructive Testing (NDT) (which includes radiography, magnetic particle, liquid penetrant, eddy current, ultrasonic inspections and visual inspections) shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision I of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to Buyer and the Prime Contract Contracting Officer for review upon request. The term “NDT SELLER” is defined to be a first tier subcontractor performing NDT in conjunction with the production of materials, components, or equipment for the vessel(s).

14. PERMITS AND RESPONSIBILITIES. Seller shall, without additional expense to the Buyer, Buyer’s Customer or Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/ over dimensional materials.

15. DELIVERY OF SELLER DATA. All drawings, procedures, manuals, forms, test reports, software (including software documentation) and other data that is required to be delivered under this Purchase Order (“Seller Data”) shall comply with the terms of this Purchase Order. Seller Data shall be delivered to Buyer on or before the time specified in this Purchase Order, or if no time is specified, Forty-five (45) days after receipt of this Purchase Order. Seller shall submit Seller Data to the Buyer address shown on the first page of this Purchase Order unless otherwise specified in this Purchase Order. If no delivery information is specified or Seller is unsure of where to send the Seller Data, Seller shall contact Buyer’s authorized purchasing representative for further instructions. Buyer may withhold payment if Seller fails to deliver any Seller Data in a form and quality that is satisfactory to Buyer. When furnished with the shipment, Seller shall enclose all required Seller Data in the first box of the shipment and mark, CERTIFICATES AND/OR TEST REPORTS ENCLOSED.

16. LOGISTIC SUPPORT REQUIREMENT. The following clause will only be invoked as part of an aftermarket order for repair parts or spares where GPR is not provided and the OEM does not manufacture the part in US/Canada. It will not apply to the orders for the system provided under the production contract in support of the construction and delivery of a ship.

5252.227-9112 LOGISTIC SUPPORT REQUIREMENT (AT) (MAY 1998):

- a. This requirement applies whenever the contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called “repair parts”) for a ship component or item of equipment.
- b. With respect to ship components or equipment manufactured other than in the United States and Canada, Seller agrees that, in addition to any other data required by this Purchase Order, it will furnish under this Purchase Order sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipment shall have made arrangements satisfactory to Seller and approved by Buyer and the authorized representative of Buyer’s customer for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, “sufficient data” shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout and tooling.

All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the Prime Contract number of Buyer's customer.

- c. In order to satisfy the requirements of paragraph (b) above, unless Seller or Seller's supplier of the ship components or equipment shall have made arrangements, satisfactory to Seller and approved Buyer and the authorized representative of Buyer's customer, for the manufacture of such repair parts in the United States or Canada, Seller and Seller's subcontractors shall both provide and shall include in all subcontracts for the purchase of ship components or equipment from foreign sources this clause that hereby grants to the United States Government for a period of seven (7) years, "Government Purpose Rights" (as defined in paragraph (a)(13) of the clause of this Order entitled "RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS" (DFARS 252.227-7013)) in all technical data necessary to manufacture spare and repair parts for such components or equipment.

17. ADJUSTMENTS RELATING TO DEFECTS. In the event of a defect for which Seller is responsible pursuant to the Warranty clause of this Order that Seller fails to adequately remedy pursuant to the terms of the Warranty clause (after being given the full opportunity to do so) and as a consequence the Government demands the processing of a specification waiver with the Government and/or results in a price adjustment under the Prime Contract, Seller will be liable to Buyer for the amount of such price adjustment provided that such adjustment is reasonable in light of the nature and severity of the defect. Buyer will notify Seller as soon as possible after receipt of notice of any kind from the Navy requiring a repair, correction or Prime Contract withhold or price adjustment relating directly to a defect, and shall provide Seller with the opportunity to join in any communications or meetings with the Government in respect of any such Defect. Seller agrees to pay any invoice from Buyer to reimburse a Prime Contract price adjustment that Seller is liable for under this paragraph within 10 business days of receipt. Should any repair or correction of such defect be required, Seller agrees to promptly commence such repairs pursuant to the Warranty clause of this Order.

18. STANDARDIZATION. Seller shall furnish and/or employ standard components/equipment in accordance with the requirements of this Purchase Order. To the maximum extent possible, Seller shall utilize equipment and components identical to those of the previous LPD 17 SAN ANTONIO Class Ships. Where equipment or components are not reasonably available, Seller shall select hull, mechanical, and electrical components for approval by Buyer in the following order: (1) common within the ship, (2) common for application within the LPD 17 Class, and (3) common with equipment/components currently installed in U.S. Navy ships. If at any time during the performance of this Purchase Order, should Seller believe that the use of non-standard components/equipment is necessary or desirable, it shall notify Buyer immediately, in writing, including the reasons therefore and proposing any consideration that will flow to Buyer or the Government if authorization to use such supplies is granted; provided, however, that non-standard components/equipment shall not be furnished without the prior written approval of Buyer.

19. ADDITIVE MANUFACTURING (A.K.A., 3D PRINTING). Seller shall provide advance written notice to Buyer and obtain Buyer's written approval if it intends to provide any additively manufactured parts or supplies that include additively manufactured parts under this Order. Seller shall flow down the substance of this clause to its suppliers under this Order.

20. FAR/DFARS CLAUSES.

- a. The below listed FAR and DFARS clauses are incorporated by reference and made part of this Order with the same force and effect as though set forth in full text, and supersede and replace all FAR and DFARS clauses incorporated by reference in the Section titled

FAR/DFARS CLAUSES/PROVISIONS in BUYER's Form SBF P9328, General Provisions for Orders under U.S. Government Contracts, or Form SBF P9482, General Provisions For Orders For Commercial Items Acquired Under U.S. Government Contracts, as applicable.

- b. Unless the text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms "Contractor" means "SELLER," "Contracting Officer" means "BUYER," "Contract" means this Order and "Government" means "BUYER or the Government." However, the words "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract contracting officer or duly authorized representative.
- c. Unless a clause or parenthetical specifies or references a monetary threshold, thresholds for Truthful Cost and Pricing Data (referred to as "TCPD," and formerly known as TINA), the Simplified Acquisition Threshold (SAT), and the Micro Purchase Threshold (MPT) are those found in the definitions at FAR 2.101. Applicable thresholds are those in effect in the FAR on the date of Order award unless otherwise indicated.
- d. Whenever the FAR or DFARS clauses include a requirement for the resolution of disputes between the Parties in accordance with the "Disputes clause," the dispute shall be disposed of in accordance with the provision entitled "Disputes" in this Order.
- e. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/>.

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
FAR	Federal Acquisition Regulation	
52.202-1	Definitions <i>("solicitation" means the Buyer's customer's solicitation under which the Order is issued)</i>	(Nov 2013)
52.203-3	Gratuities <i>("Government" means "Buyer" (except "Government" means "Buyer or Government" in the phrase "to any officer or employee of the Government"))</i>	(Apr 1984)
52.203-6***	Restrictions on Subcontractor Sales to the Government <i>(applies to Orders over Simplified Acquisition Threshold (SAT)) (Alt 1 applies to commercial items)</i>	(Sep 2006)
52.203-7***	Anti-Kickback Procedures <i>(except paragraph (c)(1); applies to Orders over SAT) (Alt 1 applies to commercial items)</i>	(May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(May 2014)
52.203-12***	Limitation on Payments to Influence Certain Federal Transactions <i>(applies to Orders that exceed the threshold at FAR 3.808)</i>	(Oct 2010)
52.203-13***	Contractor Code of Business Ethics and Conduct <i>(applies to Orders that exceed the threshold at FAR 3.1004(a) and that have a performance period of more than 120 days) (The Parties shall make all disclosures of violation of the civil False Claims Act or of Federal criminal law to the Office of the Inspector General of the agency issuing the prime contract under which this Order is issued with a copy to the Contracting Officer of the prime contract)</i>	(Dec 2021)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights <i>(applies to Orders over SAT)</i>	(Apr 2014)
52.204-2*	Security Requirements <i>(applies to Orders that involve access to classified information, delete</i>	(Mar 2021)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
	<i>para. (c)</i>	
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper <i>(applies to Orders requiring delivery of paper documents, such as offers, letters or reports)</i>	(May 2011)
52.204-9*	Personal Identity Verification of Contractor Personnel <i>(applies to Orders requiring access to a Federally-controlled facility or information system; contact Buyer for procedures)</i>	(Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards <i>(unless already provided, Seller shall provide Buyer with the information contained in subparagraph (d)(2) and (d)(3) as applicable; no other terms of the clause apply)</i>	(Oct 2016)
52.204-18	Commercial and Government Entity Code Maintenance	(Aug 2020)
52.204-21*	Basic Safeguarding of Covered Contractor Information Systems <i>(applies to Orders (including those for acquisition of commercial items, other than commercially available off-the-shelf items), in which the Seller may have "Federal contract information," as that term is defined in paragraph (a) of this clause, residing in or transiting through its information system)</i>	(Dec 2021)
52.204-23*	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	(Dec 2021)
52.204-25*	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	(Dec 2021)
52.209-6***	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment <i>(applies to Orders over the threshold specified in FAR 9.405-2(b) for other than commercially available off-the-shelf items)</i>	(Dec 2021)
52.211-5	Material Requirements <i>(the clause's requirement that Contracting Officer approval be obtained before using "surplus property" applies also to residual inventory resulting from terminated Government contracts or purchase orders awarded thereunder)</i>	(Aug 2000)
52.211-15*	Defense Priority and Allocation Requirement	(Apr 2008)
52.215-2***	Audit And Records – Negotiation <i>(applies to Orders over the SAT)</i>	(Oct 2010)
52.215-10**	Price Reduction for Defective Cost or Pricing Data <i>(applies only to Orders when it is contemplated that certified cost or pricing data will be required)</i>	(Aug 2011)
52.215-11** (Dev)	Price Reduction for Defective Cost or Pricing Data – Modifications (Deviation 2022-O0001) <i>(applies to Orders if it is contemplated that certified cost or pricing data will be required for the pricing of contract modifications)</i>	(Oct 2021)
52.215-12*** (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2022-O0001) <i>(applies to Orders over the TCPD threshold at FAR 15.403-4(a)(1))</i>	(Oct 2021)
52.215-13*** (Dev)	Subcontractor Certified Cost or Pricing Data – Modifications (Deviation 2018-O0015) <i>(applies to Orders over the TCPD threshold at FAR 15.403-4(a)(1) on the date of Order modification)</i>	(Jul 2018)
52.215-14***	Integrity of Unit Prices <i>(applies to Orders over the SAT, delete paragraph(b))</i>	(Dec 2021)
52.215-15***	Pension Adjustments and Asset Reversions <i>(applies to Orders over the TCPD threshold)</i>	(Oct 2010)
52.215-18***	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions <i>(applies to Orders over the TCPD threshold)</i>	(Jul 2005)
52.215-19***	Notification of Ownership Changes	(Oct 1997)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	(Dec 2021)
52.215-23*#	Limitations on Pass-Through Charges <i>(applies to cost reimbursable Orders over the TCPD threshold and fixed price Orders over the TCPD threshold at FAR 15.403-2 unless the Order meets an exception at FAR 15.408(n)(2)(i)(B)(2))</i>	(Oct 2009)
52.219-8*#	Utilization of Small Business Concerns <i>(applies to Orders over the SAT except for personal services or performed entirely outside United States)</i>	(Oct 2018)
52.219-9*# (Dev)	Small Business Subcontracting Plan with Alt II (Nov 2021) Alternate IV <i>(applies to Orders over the threshold at FAR 19.702(a) except commercial items and small businesses)</i>	(Sep 2021)
52.222-2	Payment of Overtime Premiums <i>(applies to cost-reimbursement type Orders over the SAT)</i>	(Jul 1990)
52.222-4*	Contract Work Hours and Safety Standards Act – Overtime Compensation	(May 2018)
52.222-19(Dev)	Child Labor – Cooperation with Authorities and Remedies (Deviation 2020-O0019) <i>(except paragraph (a))</i>	(Jan 2022)
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 <i>(applies to Orders exceeding the threshold specified in FAR 22.602)</i>	(May 2014)
52.222-21*#	Prohibition on Segregated Facilities	(Apr 2015)
52.222-26*#	Equal Opportunity	(Sep 2016)
52.222-35*#	Equal Opportunity for Veterans <i>(applies to Orders valued at or above the threshold at FAR 22.1303(a))</i>	(Oct 2015)
52.222-36*#	Affirmative Action for Workers with Disabilities <i>(applies to Orders over the threshold at FAR 22.1408(a))</i>	(Jul 2014)
52.222-37*#	Employment Reports on Veterans <i>(applies to Orders valued at or above the threshold at FAR 22.1303(a))</i>	(Feb 2016)
52.222-40*#	Notification of Employee Rights Under the National Labor Relations Act <i>(applies to Orders over \$10,000)</i>	(Dec 2010)
52.222-50*#	Combating Trafficking in Persons	(Jan 2019)
52.222-54*#	Employment Eligibility Verification <i>(applies to Orders for services over \$3,500 for work performed in the United States)</i>	(Dec 2021)
52.223-3	Hazardous Material Identification and Material Safety Data	(Jan 1997)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	(Jun 2016)
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	(Jun 2016)
52.223-18*#	Encouraging Contractor Policies to Ban Text Messaging While Driving <i>(applies to Orders over the MPT)</i>	(Aug 2011)
52.225-13*#	Restrictions on Certain Foreign Purchases	(Jun 2008)
52.227-1*	Authorization and Consent <i>(applies to Orders over SAT; Alt I applies to Research and Development Orders; Alt II applies to communication services)</i>	(Dec 2007)
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement <i>(applies to Orders over the SAT)</i>	(Dec 2007)
52.227-10*	Filing of Patent Applications – Classified Subject Matter <i>(applies to Orders that cover or are likely to cover classified subject)</i>	(Dec 2007)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
	<i>matters)</i>	
52.227-14	Rights in Data – General	(May 2014)
52.230-2*#	Cost Accounting Standards (CAS) (Deviation 2018-O0012) <i>(except paragraph “(b)” (Commercial items are exempt)</i>	(Apr 2018)
52.230-6*	Administration of Cost Accounting Standards <i>(applies to Orders with CAS covered sellers) (Commercial items are exempt)</i>	(Jun 2010)
52.232-17	Interest	(May 2014)
52.232-40*	Providing Accelerated Payments to Small Business Subcontractors <i>(applies only to Orders with small business concerns)</i>	(Dec 2021)
52.234-1*	Industrial Resources Developed Under Defense Production Act Title III	(Sep 2016)
52.243-7	Notification of Changes <i>(replace “thirty (30)” with “twenty (20)” in paragraphs (b) and (f)(2))</i>	(Jan 2017)
52.242-15	Stop Work Order (Aug 1989) – Alternate I <i>(only applies when a stop work order is directed by the U.S. Government issued under the Prime Contract that includes scope of work under this Order)</i>	(Apr 1984)
52.244-6*#	Subcontracts for Commercial Items	(Jan 2022)
52.245-1	Government Property <i>(excluding any warranty of suitability/serviceability contained in para. (d)(2) and (d)(2)(iii))</i>	(Jan 2017)
52.246-26	Reporting Nonconforming Items <i>(applies to Orders over the SAT that (i) are subject to the higher-level quality standards per 52.246-11, (ii) include electronic parts or (iii) are for critical items) (not applicable to commercial products and commercial services)</i>	(Nov 2021)
52.247-63*#	Preference for U.S. Flag Air Carriers	(Jun 2003)
52.248-1*#	Value Engineering <i>(applies to Orders exceeding the SAT, except as specified in FAR 48.201(a)) (substitute “Buyer” for “Contracting Officer” and “Government” throughout, except where used in the term “Government costs” and in paragraph (m) where “Government” shall mean “Government and/or Buyer.”)</i>	(Oct 2010)

DFARS	Defense Federal Acquisition Regulation Supplement	
252.203-7001*#	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies <i>(applies to Orders over the SAT except commercial items)</i>	(Dec 2008)
252.203-7002*#	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
252.203-7003	Agency Office of the Inspector General	(Aug 2019)
252.203-7004*#	Display of Hotline Posters <i>(applies to Orders that exceed the threshold specified in DFARS 203.1004(b)(2)(ii) on the date of Buyer’s prime contract award)</i>	(Aug 2019)
252.204-7000*#	Disclosure of Information	(Oct 2016)
252.204-7012*#	Safeguarding Covered Defense Information and Cyber Incident Reporting <i>(applies if covered defense information is provided to, or delivered by,</i>	(Dec 2019)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
	<i>Seller under this Order; Seller shall also provide Buyer with any reports it receives from lower tier subcontractors pursuant to this clause)</i>	
252.204-7015*#	Notice of Authorized Disclosure of Information to Litigation Support Contractors	(May 2016)
252.211-7003*#	Item Unique Identification and Valuation <i>(applies to Orders when any item is listed as requiring unique item identification)</i>	(Mar 2016)
252.211-7006	Passive Radio Frequency Identification	(Mar 2018)
252.211-7007	Reporting of Government-Furnished Property	(Mar 2022)
252.215-7000	Pricing Adjustments <i>(applies when it is contemplated that Cost or Pricing Data will be required)</i>	(Dec 2012)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Alternate I) <i>(supplements FAR 52.219-9 above)</i>	(May 2019)
252.223-7008*	Prohibition of Hexavalent Chromium <i>(applies to Orders for supplies, maintenance and repair services, or construction materials)</i>	(Jun 2013)
252.225-7001	Buy American Act and Balance Of Payments Program – Basic <i>(this clause only applies to the Spare Parts that Seller will be delivering under this Order. For all other parts, Seller is only required to inform Buyer of the place of manufacture of the parts sold to Buyer)</i>	(Mar 2022)
252.225-7002	Qualifying Country Sources as Subcontractors	(Mar 2022)
252.225-7004	Report of Intended Contract Performance Outside the United States and Canada – Submission After Award <i>(applies to Seller only for Orders that exceed the threshold specified in DFARS 225.7201(a) on the date of award of Buyer's prime contract that could be performed in the United States or Canada)</i>	(May 2019)
252.225-7007*#	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies <i>(applies to Orders for items covered by the United States Munitions List and 600 series of the Commerce Control List)</i>	(Dec 2018)
252.225-7008	Restriction on Acquisition of Specialty Metals	(Mar 2013)
252.225-7009*#	Restriction on Acquisition of Certain Articles Containing Specialty Metals <i>(except paragraph (d) and (e)(1); Sellers utilizing the minimal content exception in paragraph (c)(6) shall submit a "Good Faith Estimate" on a form designated by Buyer)</i>	(Oct 2014)
252.225-7012	Preference for Certain Domestic Commodities <i>(applies to Orders that exceed the threshold at DFARS 225.7002-2(a))</i>	(Mar 2022)
252.225-7013*#	Duty-Free Entry – Basic	(Mar 2022)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	(Jun 2005)
252.225-7016*#	Restriction on Acquisition of Ball And Roller Bearings <i>(except for commercial items and items not containing ball or roller bearings)</i>	(Jun 2011)
252.225-7019*#	Restriction on Acquisition of Anchor and Mooring Chain <i>(applies to items containing welded shipboard anchor and mooring chain, four inches or less in diameter)</i>	(Dec 2009)
252.225-7021	Trade Agreements – Basic <i>(This clause only applies to the Spare Parts that Seller will be delivering under this Order.)</i>	(Sep 2019)

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.225-7025*#	Restriction on Acquisition of Forgings <i>(applies to forged items or items containing forged items)</i>	(Dec 2009)
252.225-7036	Buy American – Free Trade Agreement – Balance of Payments Program—Basic	(Dec 2017)
252.225-7048*#	Export-Controlled Items	(Jun 2013)
252.226-7001*#	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns <i>(applies to Orders exceeding \$500,000)</i>	(Apr 2019)
252.227-7013*	Rights in Technical Data – Noncommercial Items and Alt II (Mar 2011) <i>(applies only to technical data if any portion was developed at Government expense)</i>	(Feb 2014)
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation <i>(applies only to computer software or computer software documentation if any portion was developed at Government expense)</i>	(Feb 2014)
252.227-7015*	Technical Data—Commercial Items and Alt I (Mar 2022) <i>(applies to Orders for technical data for commercial items developed in any part at private expense)</i>	(Feb 2014)
252.227-7016*	Rights in Bid or Proposal Information	(Jan 2011)
252.227-7019*	Validation of Asserted Restrictions – Computer Software <i>(applies to Orders with deliverables for computer software)</i>	(Sep 2016)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	(May 2013)
252.227-7027	Deferred Ordering of Technical Data or Computer Software	(Apr 1988)
252.227-7037*	Validation of Restrictive Markings on Technical Data	(Sep 2016)
252.227-7039	Patents – Reporting of Subject Inventions	(Apr 1990)
252.231-7000	Supplemental Cost Principles <i>(except Orders for commercial items)</i>	(Dec 1991)
252.234-7004*	Cost and Software Data Reporting System—Basic <i>(applies to Orders over \$50 million)</i>	(Nov 2014)
252.239-7001	Information Assurance Contractor Training and Certification	(Jan 2008)
252.243-7001	Pricing of Contract Modifications	(Dec 1991)
252.243-7002	Requests for Equitable Adjustment	(Dec 2012)
252.244-7000*#	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) <i>(supplements FAR 52.244-6)</i>	(Jun 2013)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	(Apr 2012)
252.245-7002	Reporting Loss of Government Property <i>(Seller shall forward the information required by the Clause to Buyer)</i>	(Dec 2017)
252.246-7001	Warranty Of Data – Basic	(Mar 2014)
252.246-7003*	Notification of Potential Safety Issues <i>(applies to Orders that Items are identified as: (i) 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)</i>	(Jun 2013)
252.246-	Contractor Counterfeit Electronic Part Detection and Avoidance System	(Aug

CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
7007*	<i>(excluding the introductory text and including only paragraphs (a) through (e)) (applies to Orders requiring delivery of electronic parts or assemblies containing electronic parts)</i>	2016)
252.246-7008*	Sources of Electronic Parts <i>(applies to Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer)</i>	(May 2018)
252.247-7023*	Transportation of Supplies By Sea <i>(applies to Orders over the SAT; if this Order is below the SAT, only paragraphs (a) through (e), and paragraph (i), apply)</i>	(Feb 2019)
252.249-7002	Notification of Anticipated Contract Termination or Reduction <i>(applies to Orders that equal or exceed the threshold specified in DFARS 249-7003 (c)(1) at the time of the notice; delete paragraph (d)(1) and the first five words of paragraph (d)(2))</i>	(May 2019)

* Denotes mandatory flow down where applicable.

For clauses with a double asterisk (#), no substitution of parties for “Government” and “Contracting Officer” apply. References to the “Government” shall mean the U.S. Government and references to the “Contracting Officer” shall mean the U.S. Government Contracting Officer