

QinetiQ, Inc.
 Terms & Conditions and FAR & DFARS Clauses
For
 Commercial / Nondevelopmental Items Purchased under U. S. Government Contracts

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Introduction / Instructions on Use of this Document

The following Terms & Conditions, Federal Acquisition Regulations (FAR) clauses, Defense Federal Acquisition Regulations (DFARS) clauses, unless self-deleting by definition or by FAR or DFARS prescription, apply to all QinetiQ commercial / nondevelopmental items purchased under U.S. Government contracts.

Terms and Conditions are listed in alphabetical order by title and subtitle(s) and delineated by separate but interdependent provision stipulations; FAR and DFARS clauses are listed in numeric order.

FAR & DFARS clauses provided herein are incorporated by reference, with the same force and effect as if they were given in full text. Each clause includes the following information: (i) title; (ii) month and year of its release; (iii) dollar threshold (if applicable); (iv) prescription reference number; and (v) prescription description (if notable).

FAR and DFARS clauses provided herein are current as of the date shown in the footer of this document and may be updated from time to time as deemed appropriate by QinetiQ. Requests to change or claims for exception or exemption to any of the Terms & Conditions or FAR & DFARS clauses herein must: (i) be in writing and (ii) include an explanation / rationale. All such requests must be submitted to and approved by an authorized representative of QinetiQ.

Definitions

1. “Buyer” shall refer to QinetiQ
2. “Contract” shall refer to the Purchase Order
3. “Contracting Officer” shall refer to the U.S. Government contracting officer
4. “Party” or “Parties” shall refer to Buyer and Seller individually or collectively
5. “Prime Contract” shall refer to the applicable U.S. Government or customer contract
6. “Product” shall refer to materials, supplies or services to be delivered by Seller to Buyer under a Contract
7. “Seller” shall refer to the Party under or contemplated to be under a Contract with the Buyer
8. “Purchase Order” shall refer to the Contract instrument

Terms & Conditions

1. Acceptance of Order / Terms & Conditions

- a. Seller’s acknowledgement of a Contract, or commencement of work, or acceptance of payment under a Contract shall constitute Seller’s unqualified acceptance of the Contract and these Terms & Conditions, FAR & DFAR clauses, and Prime Contract flow downs (if applicable).
- b. The Contract constitutes the entire agreement between the Parties and supersedes all other preceding offers, negotiations or agreements, expressed or implied, oral or written, concerning the Contract.
- c. In the event that the Contract does not state price or delivery, Buyer shall not be bound to any price or delivery schedule to which it has not specifically agreed to in writing.
- d. Seller proposed terms & conditions not expressly agreed to in writing by the Buyer are objected to by Buyer and shall be void and have no effect on the Contract.
- e. Headings used herein are for the convenience of the Parties and shall not define, limit, or describe the scope or the intent of the provisions thereto.

2. Assignment

- a. Any assignment of Seller’s Contract rights or delegation of its duties or obligations hereunder shall be void, unless prior written consent is given by Buyer.
- b. Seller may assign rights to be paid amounts due, or to become due, to a financing institution provided that Buyer is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of said amounts. Such amounts assigned shall be subject to setoff or recoupment for any present or future claim of Buyer against Seller. Buyer shall have the right to make settlements / adjustments in price without notice to any assignee financing institution.

3. Changes / Scope of Work / Equitable Adjustment

- a. From time to time, by written notice, Buyer may make changes to the Contract. A change may be to the technical specifications, quality requirements, delivery dates or any other material aspect of the Contract; it may originate by the Buyer, or the Buyer’s customer, or the Seller.
- b. If Seller believes that a change constitutes a material change to the scope of work, such that price or delivery are affected, Seller may, within a reasonable period of time from when the change was first made known, make a request for equitable adjustment.

- c. Buyer and Seller shall negotiate in good faith to determine the validity of a request for equitable adjustment, and if found to be valid, to determine a fair and reasonable price thereto.
- d. Seller shall diligently proceed with the performance of the Contract during a change or equitable adjustment process as directed by the Buyer.

4. Compliance with Law / Governing Law

- a. Seller, in performance of the Contract, agrees to comply with all applicable federal, state and municipal laws, ordinances, directives, and guidelines, and any and all rules and regulations thereunder.
- b. Seller shall procure all licenses / permits and pay all fees and other charges that may be required in the performance of the Contract.
- c. The Contract and any matter arising out of or relating to it shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

5. Contract Direction

- a. Seller shall take direction only from the designated authorized representative of the Buyer with regard to any and all material aspects of the Contract, including but not limited to: (i) acceptance; (ii) changes; (iii) export control; and (iv) termination.
- b. Seller may and is encouraged to communicate directly with Buyer engineering / technical personnel as needed prior to or during the performance of the Contract. However, such communication shall not constitute a change as defined under the applicable FAR “Changes” clause of the Contract and shall not be a basis for equitable adjustment.

6. Counterfeit Parts / Work

- a. For the purpose of this Section, counterfeit parts / work are defined as parts / work that have been altered to resemble authentic parts / work with the intent to deliberately mislead, misrepresent or defraud.
- b. Seller shall not deliver counterfeit parts /work to the Buyer under the Contract.
- c. Seller represents and warrants that only new and authentic parts / work will be used in the performance of the Contract.
- d. Seller shall immediately notify Buyer if Seller becomes aware of or suspects that it has furnished counterfeit parts / work to the Buyer, and shall assist Buyer in determining the extent and resolution of the matter, up to and including any and all expenses required to replace the counterfeit parts / work and the establishment of new policies and procedures to prevent recurrence.

7. Delivery / Notice of Delay

- a. Delivery is a critical element to the performance of the Contract. Seller’s failure to meet delivery dates, if unexcused, constitutes a material breach of the Contract; and no acts of the Buyer, including without limitation changes or acceptance of late deliveries shall constitute waiver of this provision.
- b. Seller shall notify Buyer in writing immediately upon any actual or potential delay to perform the Contract. Such notice shall include a proposed revised delivery schedule; however, such notice and proposal or Buyer’s acceptance thereof shall not constitute a waiver to Buyer’s rights and remedies hereunder.

8. Disputes

- a. Except as otherwise provided in the Contract, Buyer and Seller shall have the right to redress any dispute arising under or related to the Contract.
- b. Executive level reviews by Buyer and Seller respective organizations shall occur if the dispute cannot be disposed of by mutual agreement at the program level within a period of thirty (30) days after one party has provided the other written notice of the dispute.
- c. In the event that executive level reviews are unsuccessful in resolving the dispute within one hundred twenty (120) days, both parties shall endeavor to settle the dispute by non-binding mediation under the CPR Institute for Dispute Resolution Mediation Procedure that is current as of the date of the dispute.
- d. If the dispute is still not resolved within thirty (30) days after the appointment of a mediator, the parties agree to resolve the dispute by binding arbitration by a sole arbitrator in accordance with CPR Rules for Non-Administered Arbitration in effect on the date of the Contract. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon award rendered by the arbitrator may be entered into any court having jurisdiction thereof pursuing any right or remedy which Buyer or Seller, as the case may be, may have at law, or in equity, or under the Contract in any U.S. court of competent jurisdiction.
- e. The arbitrator is not empowered to award punitive damages or damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such punitive damages or excess damages.
- f. Any dispute not resolved by arbitration may be decided by recourse to an action at law or in equity.
- g. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, including the delivery of Product in accordance with Buyer's direction.
- h. Upon resolution of any such dispute, the Contract shall be equitably adjusted, if necessary, to reflect such resolution.

9. Electronic Contracting

If the Contract or acknowledgement thereto is transmitted electronically neither Party shall contest the validity of the Contract or its acknowledgement on the basis that they contain an electronic signature.

10. Export Control

- a. Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including but not limited to: (i) Arms Export Control Act 22 U.S.C. 2751-2794; (ii) International Traffic in Arms Regulations (ITAR) 22 C.F.R. 120 et seq.; and (iii) Export Administration Regulations 15 C.F.R. 730-774.
- b. Seller agrees to obtain all export licenses required to perform the Contract at their expense.
- c. Seller agrees that it will not transfer any export controlled items, data or services to foreign persons employed by, associated with or under contract to Seller or Seller's lower tier subcontractors, without the authority of an export license, agreement or applicable exception or exemption.
- d. Seller agrees to notify Buyer if any Product delivered under the Contract is restricted by export control laws or regulations.
- e. Seller shall immediately notify Buyer if Seller is or becomes listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
- f. If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the Office of the Directorate of Defense Trade Controls (DDTC), as required by ITAR, and it maintains an effective export / import compliance program in accordance with ITAR.

- g. If Seller is a signatory under a Buyer export license or export agreement, Seller shall provide prompt notification to Buyer in the event of changed circumstances including but not limited to: (i) ineligibility; (ii) a violation or potential violation of the ITAR; and (iii) the initiation or existence of a U.S. Government investigation that may affect Seller's ability to perform the Contract.
- h. Seller shall be solely responsible for and hold the Buyer and its customer harmless from and against any and all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

11. Extras

- a. Product shall not be supplied in excess of the quantities specified in the Contract.
- b. Seller shall be liable for shipping and handling costs associated with the return of excess quantities.

12. Force Majeure

- a. Neither Party shall be liable for failure to perform the Contract due to any cause beyond their reasonable control and without their fault or negligence. Such causes may include but are not limited to: (i) acts of God; (ii) acts of the public enemy; and (iii) acts of a government in its sovereign or contractual capacity.
- b. The Party whose performance of the Contract is affected by "Force Majeure" shall notify the other Party in writing and the Parties shall negotiate in good faith to determine a fair and reasonable adjustment to the performance requirements of the Contract.

13. Gratuities / Kickbacks

- a. For the purpose of this Section, a gratuity or kickback is defined as the offer or provision of gifts, entertainment or other such enticements by the Seller to the Buyer for the purpose of obtaining or rewarding favorable treatment.
- b. Seller shall not offer or give a gratuity or a kickback to Buyer.
- c. By accepting the Contract, Seller certifies and represents that it has not made nor solicited and will not make nor solicit kickbacks in violation of FAR 52.203-07 or the Anti-Kickback Act of 1986 (41 U.S.C. 51-58).

14. Inspection and Test

- a. Buyer or the Buyer's customer or the U.S. Government shall have the right to inspect and/or test Seller's Product at all reasonable times and places before, during, and after Seller's performance and delivery under the Contract.
- b. Seller shall, without additional charge, make available and furnish to representatives of Buyer or Buyer's customer or the U.S. Government, all reasonable facilities, information and assistance necessary for the safe and convenient inspection and test of Product under the Contract.
- c. Buyer's acceptance of Product under the Contract shall not void / diminish Buyer's rights or be final or binding upon Buyer in the event that latent defects, fraud, or misrepresentation on the part of the Seller exists.
- d. Neither Buyer's actions to inspect and/or test nor Buyer's failure to inspect and/or test Seller's Product under the Contract shall relieve Seller of any responsibility to perform according to the terms of the Contract.

15. Intellectual Property / Infringement / Patent Indemnification

- a. Seller warrants that work performed or Product delivered under the Contract will not infringe or otherwise violate the intellectual property rights of any third party in the U.S. or any foreign country.
- b. Seller agrees to defend, indemnify, and hold harmless Buyer and its customer from and against claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the work performed or Product delivered under the Contract infringes or otherwise violates the intellectual property rights of any person or entity.
- c. The tangible medium storing all reports, memoranda or other materials in written form, including machine readable form, prepared by Seller and furnished to Buyer pursuant to the Contract shall become the sole property of the Buyer.

16. Nonconforming Product

- a. For the purpose of this Section, nonconforming product is defined as Product that does not meet the specification requirements set forth in and is unfit for its intended use under the Contract.
- b. Buyer's disposition of nonconforming Product may include but is not limited to: (i) rejection and requirement that Seller repair, rework or replace nonconforming Product; (ii) acceptance and requirement that Seller repair, rework, replace nonconforming Product;; and (iii) any combination of the preceding.
- c. Seller shall be responsible for any and all costs that may be incurred for remedial actions caused by a nonconforming Product event.
- d. Seller's obligations with respect to nonconforming Product shall cease the earlier of 30 days or Buyer's acceptance of the Product.

17. Open Source Software

- a. This clause applies to Contracts for Product that includes the delivery of software, including software residing on hardware.
- b. Seller shall not deliver any Free, Libre and Open Source Software (FLOSS) under or in connection to the Contract without Buyer's prior written consent, for which Buyer may withhold at its sole discretion.
- c. Seller agrees to defend, indemnify, and hold harmless Buyer, its customer and suppliers from and against claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to the use or delivery of FLOSS under the Contract.

18. Order of Precedence

Any inconsistencies in the Contract shall be resolved in accordance with the following descending order of precedence: (i) Purchase Order; (ii) Terms & Conditions and FAR & DFAR clauses herein; (iii) Prime Contract flowdowns, if applicable; (iv) Statement of Work (SOW), if applicable; and (v) technical specifications.

19. Packing and Shipping

- a. Seller shall ensure that Product delivered under or in connection with the Contract is properly packaged and shipped in accordance with Buyer's written instructions and/or good commercial practices.
- b. Seller shall include Buyer's Contract number on all pertinent shipping documents.

- c. Unless otherwise stated by Buyer in the Contract, shipments under the Contract shall be Free-on-Board (FOB) origin.

20. Payment / Invoicing / Taxes / Duties

- a. Unless otherwise specified by Buyer in the Contract, payment terms under the Contract shall be net forty five (Net 45) days from the date Buyer approves and/or posts Seller's invoice for payment.
- b. Each payment made to Seller under the Contract shall be subject to reduction to the extent of amounts which are found by Buyer or Seller not to have been properly payable.
- c. Each payment made to Seller under the Contract shall be subject to reduction for overpayment; Seller shall promptly notify Buyer of any such overpayments found by Seller.
- d. Buyer reserves the right to recoup and/or setoff, as the case may be, against payments due or at issue under the Contract or any other contract between the Parties.
- e. Payment shall be deemed to have been made as of the date of mailing Buyer's payment or electronic funds transfer.
- f. Unless otherwise specified by Buyer, prices as they appear on Seller's invoice are assumed to include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government.
- g. Invoice instructions, in order of preference:
 - Electronic Summary Invoice sent to QinetiQ.
 - Electronic Invoice emailed to Buyer.
 - Paper Invoice mailed to QinetiQ, Inc. Attention Accounts Payable

21. Priority Rating

If so identified, the Contract is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) regulation 15 C.F.R. Part 700.

22. Privity of Contract / Communication with Buyer's 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, the Contract, and any related contract.

23. Product Obsolescence

Seller shall provide Buyer with a "Last Time Buy Notice" immediately after being made aware that Product will become obsolete. Upon receipt of such notice, Buyer reserves the option to place a "Last Time Purchase" under the Contract.

24. Remedies

- a. Except as otherwise provided herein, the rights and remedies of both Parties hereunder shall be in addition to their rights and remedies at law or in equity.
- b. Failure of either Party to exercise or enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

25. Representations / Certifications / Authorizations

Seller shall provide to Buyer all representations, certifications and authorizations as required by law or regulation and as specified by Buyer in the Contract, which may include but are not limited to: (i) business classification; (ii) direct deposit authorization; (iii) representations and certifications including Federal Funding Accounting and Transparency Act (FFATA); (iv) insurance certificates; (v) W-9 taxpayer identification number and certification; and (vi) small business subcontracting plan.

26. Sanctions

- a. Seller shall: (i) comply with trade, financial or other sanctions imposed by the UN, EU, UK or US (including regimes administered by the US Department of the Treasury and Office of Foreign Assets Control (OFAC)) and any other such regime which applies to Seller's business ("Sanctions"); (ii) certify that its affiliate companies, suppliers and subcontractors remain compliant with Sanctions during the Contract; (iii) not supply any Product pursuant to the Contract from, or on behalf of, and person listed as, or owned by or controlled by any person listed as, targeted by Sanctions, or located in, or incorporated in, any country which is the target of countrywide Sanctions ("Restricted Person"); and (iv) not use any monies paid by Buyer pursuant to the Contract for payment to, or for the benefit of, and Restricted Person.
- b. Seller warrants that at the date of entering into the Contract neither itself, its affiliates, or any of its shareholders or owners that have an interest of more than 50% in Seller (by virtue of the ownership of shares or rights which give a person the ability to secure that its affairs are conducted in accordance with the wishes of that person) is a Restricted Person, nor are such persons engaging in any transactions which could result in them becoming Restricted Persons, or engaging in any transactions which are contrary, or have alleged to be contrary by a competent authority, to Sanctions.
- c. Seller shall immediately provide written notification to Buyer if: (i) Seller or any of its affiliate companies becomes a Restricted Person; (ii) any of its shareholders or owners who have a 50% or greater interest in Seller becomes a Restricted Person; or (iii) Seller becomes aware that it has, or any of its affiliate companies, suppliers, or subcontractors have breached or infringed any Sanctions or are under investigation by any competent authority in respect of the same.
- d. Seller acknowledges that a breach of this Clause shall be deemed a material breach of the Contract.
- e. Ethics / Bribery / Anti-Corruption: Buyer and Seller shall comply with the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 (the "Bribery Act"), U.S. Combating Trafficking in Persons / UK Modern Slavery Act of 2015 and any other anti-corruption and anti-bribery laws, legislation, regulations or directives ("Anti-Corruption Legislation") which apply to its business or which apply in the place where the Contract is performed. Each party will not, and will certify that its employees, subcontractors, agents and representatives will not, engage in any activity, practice or conduct which would constitute an offense under any Anti-Corruption Legislation. In addition, Seller shall maintain policies and procedures that govern its business ethics to ensure that they comply with the requirements of Buyer's Ethics Policy, which can be viewed at: ethics@qna.com.

27. Antiboycott

It is Buyer's policy to fully comply with U.S. antiboycott laws and regulations. Accordingly, under no circumstances does Buyer agree to comply with, further, or support the boycott of Israel or any

other foreign boycott that the United States does not sanction in contravention of U.S. law or in a manner inconsistent with U.S. law.

- a. Seller represents and warrants that it is familiar with all applicable U.S. antiboycott laws and regulations (26 U.S.C. § 999, 50 U.S.C. §§ 1701-1707, 50 U.S.C. app. § 2407, 15 C.F.R. Part 760, and Treasury Guidelines). Seller also expressly agrees that in no case shall Buyer be required to take any action or agree to take any action, including but not limited to, entering into a boycott agreement; refusing to do business with or in Israel or with blacklisted companies; discriminating against other persons based on race, religion, sex, national origin, or nationality; furnishing boycott-related information; or implementing a letter of credit containing boycott terms, conditions, or requirements, that is prohibited by or penalized under U.S. law.
- b. Without limiting the availability of any other remedies, Buyer reserves the right to rescind its offer to Seller if, in Buyer's sole discretion, Buyer believes or suspects that the sale or any activities associated with the sale may violate or be inconsistent with U.S. law.

28. Uyghur Forced Labour Prevention Act

The Supplier attests/warrants/represents that it complies with the Uyghur Forced Labor Protection Act ("UFLPA") and follows the guidance for importers, provided by U.S. Customs and Border Protection and the U.S. DHS Forced Labor Enforcement Task Force (FLETF), as applicable. (Further information can be found in Customs' "UFLPA Operational Guidance for Importers" at <https://www.cbp.gov/document/guidance/uflpa-operational-guidance-importers> and DHS's "Strategy to Prevent the Importation of Goods Mined, Produced, or Manufactured with Forced Labor in the People's Republic of China" at <https://www.dhs.gov/uflpa-strategy>.)

29. Catalog Part Origin and Classifications

The Supplier will provide country of origin, harmonized tariff classification (<https://hts.usitc.gov/current>), and U.S. export classification (ITAR: <https://www.ecfr.gov/current/title-22/chapter-I/subchapter-M/part-120> or EAR: <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>), for any part not designed by QinetiQ Inc., including Foster-Miller, Inc. and Avantus Federal LLC, by upon acceptance of this purchase order or subcontract by return email to GeneralExport@us.qinetiq.com.

30. Termination for Convenience

- a. Buyer may, by written notice to Seller, terminate the Contract for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default.
- b. Upon receipt of a termination for convenience notification and stop work order by Seller, Seller shall take the actions as delineated in the applicable FAR termination clause, which includes but is not limited to: (i) stop work as specified in the termination notice; (ii) place no further purchase orders; (iii) except as necessary to complete the non-terminated portion of the Contract, terminate all purchase orders to the extent they relate to the work terminated; and (iv) assign to the Government, as

directed by Buyer, all right, title, and interest of the Seller under the Contract and purchase orders terminated, in which case the Government shall have the right to settle or pay any termination settlement proposal arising out of those terminations.

- c. In the event of a partial termination, Seller is not excused from and shall diligently perform any non-terminated balance of work under the Contract.
- d. Seller shall be reimbursed for actual, reasonable, substantial, and allocable costs, plus a reasonable profit for work performed up to the date of termination.
- e. Seller may submit a settlement proposal to Buyer promptly, but no later than ninety (90) days from the effective date of the termination.
- f. Buyer and Seller agree to negotiate in good faith to determine a fair and reasonable settlement amount.
- g. In no event shall the settlement amount exceed the value of the Contract.

31. Termination for Default

- a. Buyer may, by written notice to Seller, terminate the Contract for default, in whole or in part at any time.
- b. Buyer may issue a termination for default if Seller fails to perform one or more material aspects of the Contract, which may include but is not limited to: (i) failure to deliver Product within the time specified; (ii) failure to make progress so as to endanger its performance; or (iii) failure to provide adequate assurance of future performance.
- c. Buyer shall clearly and fully state the specific material aspect of the Contract that Seller has failed to perform and that which prompted issuance of the termination for default notification.
- d. In conjunction with or soon after Buyer issues a termination for default notification to Seller, Buyer may, at its sole discretion, issue a written cure notice with a cure period of not more than ten (10) days.
- e. Buyer may, at the discretion and direction of the Contracting Officer, under the terms and conditions of the Contract, acquire Product similar to those terminated and Seller shall be liable to Buyer for any excess costs related thereto.
- f. Buyer may, at the discretion and direction of the Contracting Officer, require Seller to transfer title and deliver to Buyer Product and/or partially completed Product and/or materials and supplies related to Product under the Contract.
- g. Buyer shall, at the discretion and direction of the Contracting Officer, pay Contract price for completed Product delivered to and accepted by Buyer.
- h. Buyer shall, at the discretion and direction of the Contracting Officer, negotiate in good faith with Seller to determine a fair and reasonable price for partially completed Product and for the protection and preservation of such partially completed Product.
- i. In the event of a partial termination, Seller is not excused from and shall diligently perform any non-terminated balance of work under the Contract.

32. Warranty

- a. Seller warrants that Product delivered under the Contract shall: (i) be new; (ii) contain only materials and supplies from the Original Equipment Manufacturer (OEM) or authorized reseller or distributor thereto; (iii) not contain counterfeit parts / work (as defined herein); (iv) contain only original, authentic and unaltered OEM labeling and markings; (v) be free from defects in workmanship, materials, and design.
- b. Seller warrants that Product delivered under the Contract is free from any liens or encumbrances.
- c. Seller warrants that all acquisition and manufacturing processes used by Seller in the production and delivery of Product under the Contract will be performed in compliance with law (as defined herein).

- d. Seller warrants that Product containing software or software residing on hardware delivered under the Contract shall: (i) not contain any viruses or malicious code of any shape or form; (ii) shall not contain any third party software not under the control or license of the Seller; and (iii) shall not contain Open Source Software (as defined herein).
- e. Seller agrees that the warranty period shall begin upon final acceptance of Product and extend for a period of not less than one (1) year.
- f. Seller agrees that these warranties shall survive inspection, test, final acceptance, and final payment of Product under the Contract.
- g. Buyer shall retain its rights with respect to the disposition of nonconforming Product (as defined herein) throughout the warranty period.
- h. Seller agrees that this warranty shall inure to the benefit of both the Buyer and the Buyer's customer.

FEDERAL ACQUISITION REGULATIONS (FAR)

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.202-01	Definitions	Jun 2020	\$250,000	2.201	None
52.203-03	Gratuities	Apr 1984	N/A	3.202	Not applicable for personal services contracts
52.203-06	Restrictions on Subcontractor Sales to the Government	Jun 2021	\$250,000	3.503-2	Not applicable for R&D contracts; for contracts for commercial items use Alt I
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007	\$250,000	3.808(a)	None
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020	\$250,000	3.808(b)	None
52.203-13	Contractor code of Business Ethics and Conduct	Nov 2021	\$6,000,000	3.1004(a)	Not applicable for contracts performed outside the US or are for a period of performance less than 120 days
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010	N/A	3.907-7	None
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017	N/A	3.909-3(b)	None
52.204-02	Security Requirements	Mar 2021	N/A	4.304(a)(b)	Applicable if access to classified information is required; for contracts with educational Institutions use Alt I (Apr 1984)
52.204-04	Printed or Copied Double-Sided on Recycled Paper	May 2011	\$250,000	4.303	None
52.204-07	System for Award Management	Oct 2018	\$3,000	4.1105	None
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020	\$30,000	4.1403(a)	Not applicable for classified contracts or contracts with individuals
52.204-13	System for Award Management Maintenance	Oct 2018	N/A	4.1105(b)	None
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020	N/A	4.1804(a)	None
52.204-17	Ownership or Control of Offeror	Aug 2020	N/A	4.1804(b)	None

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020	N/A	4.1804(c)	None
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014	N/A	4.1202(b)	None
52.204-20	Predecessor of Offeror	Aug 2020	N/A	4.1804(d)	None
52.204-27	Prohibition on a ByteDance Covered Application	Jun 2023	N/A	4.2203	None
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021	N/A	4.1903	None
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021	N/A	4.2004	None
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021	N/A	4.2105(a)	None
52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021	N/A	4.1903	None
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021	N/A	4.1903	None
52.209-06	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2015	N/A	9.409	None
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015	N/A	9.108-5(b)	None
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use	Apr 2008	N/A	11.604(a)	Applicable for rated contracts
52.211-15	Defense Priority and Allocation Requirements	Apr 2008	N/A	11.604(b)	Applicable for rated contracts

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.212-01	Instruction to Offerors—Commercial Items	Nov 2021	N/A	12.301(b)(1)	Applicable for contracts for commercial items
52.212-02	Evaluation—Commercial Items	Nov 2021	N/A	12.301(c)	Applicable for contracts for commercial items
52.212-03	Offeror Representations and Certifications—Commercial Items	Dec 2022	N/A	12.301(b)(2)	Applicable for contracts for commercial items
52.212-04	Contract Terms and Conditions—Commercial Items	Dec 2022	N/A	12.301(b)(3)	Applicable for contracts for commercial items
52.212-05	Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items	Mar 2023	N/A	12.301(b)(4)	Applicable for contracts for commercial items
52.216-08	Fixed Fee	Jun 2011	N/A	16.307(b)	Applicable for cost plus fixed fee (CPFF) contracts
52.217-07	Option for Increased Quantity – Separately Priced Line Item	Mar 1989	N/A	17.208(e)	None
52.217-08	Option to Extend Services	Nov 1999	N/A	17.208(f)	None
52.217-09	Option to extend the term of the Contract	Mar 2000	N/A	17.208(g)	None
52.219-08	Utilization of Small Business Concerns	Oct 2022	\$250,000	19.708(a)	Not applicable for personal services contracts or contracts performed outside the US
52.219-09	Small Business Subcontracting Plan	Oct 2022	\$750,000	19.708(b)	Applicable for contracts allowing subcontracting and include 52.219-08; not applicable for contracts that include set asides or is to be performed under the 8(a) program
52.219-09 Alt II	Small Business Subcontracting Plan Alt II	Nov 2016	\$650,000	19.708(b)(1)(ii)	Applicable for contracts using competition and require subcontracting plans to be provided with initial proposals
52.219-16	Liquidated Damages—Subcontracting Plan	Sep 2021	\$650,000	19.708(b)(2)	Applicable for contracts that include 52.219-09
52.219-28	Post-Award Small Business Program Representation	Oct 2022	\$3,000	19.309(d)	Applicable to contract performed in the US or its outlying areas
52.222-03	Convict Labor	Jun 2003	\$3,000	22.202	Applicable for contracts to be performed in the US, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the US Virgin Islands; not applicable as noted in 22.202(a)(b)(c)
52.222-19	Child Labor—Cooperation with Authorities and Remedies	Dec 2022	\$3,000	22.1505(b)	None

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.222-20	Walsh-Healey Public Contracts Act	Jun 2020	\$15,000	22.610	Applicable for contracts covered by the Act as noted in 22.603, 22.604 and 22.605
52.222-21	Prohibition of Segregated Facilities	April 2015	\$10,000	22.810(a)(1)	Applicable for contracts that include 52.222-26
52.222-24	Preaward On Site Equal Opportunity Compliance Evaluation	Feb 1999	\$10,000,000	22.810(c)	Applicable for contracts that include 52.222-26
52.222-25	Affirmative Action Compliance	Apr 1984	\$10,000	22.810(d)	Applicable for contracts that include 52.222-26
52.222-26	Equal Opportunity	Sep 2016	\$10,000	22.810(e)	None
52.222-35	Equal Opportunity for Veterans	Jun 2020	\$150,000	22.1310(a)(1)	Not applicable for contracts performed outside the US or if waived via 22.1305(a)

VETERANS AND INDIVIDUALS WITH DISABILITIES

The requirements of 41 CFR 60-1.4(a)(7) and 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference if applicable. If applicable, this contractor and any subcontractors shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.222-36	Affirmative Action for Workers With Disabilities	Jun 2020	\$15,000	22.1408(a)	Not applicable for contracts performed and workers recruited outside the US
52.222-37	Employment Reports Veterans	Jun 2020	\$150,000	22.1310(b)	Applicable for contracts that include 52.222-35
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010	\$150,000	22.1605	Not applicable for contracts performed outside the US or by an exemption granted by the Secretary
52.222-41	Service Contract Labor Standards	Aug 2018	\$2,500	22.1006(a)	None
52.222-50	Combating Trafficking in Persons	Nov 2021	N/A	22.1705(a)	None
52.222-54	Employment Eligibility Verification	May 2022	\$150,000	22.1803	Not applicable for contracts performed outside the US, or are for a period of less than 120 days, or are for commercial items
52.222-55	Minimum Wages Under Executive Order 13658	Jan 2022	N/A	22.1906	None
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2022	N/A	22.2110	None
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Jun 2016	N/A	23.804(a)	None
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020	N/A	23.1105	None
52.224-3	Privacy Training	Jan 2017	N/A	24.302(a)	None
52.225-01	Buy American Act—Supplies	Oct 2022	\$3,000 to \$25,000	25.1101(a)(1)	Not applicable for R&D contracts or for contracts valued at over \$25,000 except as noted in 25.1101(a)(1)
52.225-03	Buy American Act—Free Trade Agreements—Israel Trade Act	Dec 2022	\$25,000 to \$203,000	25.1101(b)(1)(i)	None
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021	N/A	25.103(a)	None

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	Mar 2008	N/A	25.301-4	Not applicable for personal services contracts
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000	N/A	26.104	None
52.227-01	Authorization and Consent	Jun 2020	N/A	27.201-2(a)(1)	Applicable for R&D contracts; not applicable if both contract performance and delivery are outside US
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020	N/A	27.201-2(b)	Applicable for contracts that include 52.227-01
52.227-03	Patent Indemnity	Jun 2020	N/A	27.201-2(c)(1)	None
52.227-10	Filing of Patent Applications—Classified Subject Matter	Dec 2007	N/A	27.203-2	Applicable for classified contracts that may result in patent applications
52.227-11	Patent Rights—Ownership by the Contractor	May 2014	N/A	27.303(b)(1)	Applicable to all contracts unless an alternate clause is used
52.228-07	Insurance—Liability to Third Persons	Mar 1996	N/A	28.311-1	None
52.229-03	Federal, State, and Local Taxes	Feb 2013	\$150,000	29.401-3	Applicable for fixed-price contracts to be performed wholly or partially in the US or its outlying areas
52.232-01	Payments	Apr 1984	N/A	32.111(a)(1)	Applicable for fixed-price supply or service contracts
52.232-08	Discounts for Prompt Payment	Feb 2002	N/A	32.111(b)(1)	Applicable for fixed-price supply or service contracts
52.232-09	Limitation on Withholding of Payments	Apr 1984	N/A	32.111(b)(2)	Applicable for all types of contracts for supplies or services
52.232-11	Extras	Apr 1984	N/A	32.111(c)(2)	Applicable for fixed-price contracts for supplies, services or transportation
52.232-17	Interest	May 2014	\$250,000	32.611(a)(b)	None
52.232-23	Assignment of Claims	May 2014	\$10,000	32.806(a)(1)	None
52.232-23 Alt I	Assignment of Claims Alt I	Apr 1984	\$10,000	32.803(d)	None
52.232-29	Terms of Financing of Purchases for Commercial Items	Nov 2021	N/A	32.206(b)(2)	None

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.232-30	Installment Payments for Commercial Items	Nov 2021	N/A	32.206(g)	None
52.232-33	Payment by Electric Funds Transfer—System for Award Management	Oct 2018	N/A	31.1110(a)(1)	Applicable for contracts that include 52.204-07 Central Contractor Registration
52.232-34	Payment by Electronic Funds Transfer	Jul 2013	N/A	32.1110(a)(2)	None
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013	N/A	32.706-3	None
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021	N/A	32.009-2	None
52.233-01	Disputes	May 2014	N/A	33.215	None
52.233-01 Alt I	Disputes Alt I	Dec 1991	N/A	33.215	Applicable if the CO determines that the Contractor shall proceed diligently with the contract pending final resolution of the claim
52.233-02	Service of Protest	Sep 2006	\$150,000	33.106	None
52.233-03	Protest After Award	Aug 1996	N/A	33.106(b)	None
52.233-03 Alt I	Protest After Award Alt I	Jun 1985	N/A	33.106(b)	Applicable for cost reimbursement contracts
52.233-04	Applicable Law for Breach of Contract	Oct 2004	N/A	33.215(b)	None
52.239-01	Privacy or security Safeguards	Aug 1996	N/A	39.107	Applicable for contracts for IT which require security of IT / for the design, development, or operation of a system of records using commercial IT services or support services
52.242-01	Notice of Intent to Disallow Costs	Apr 1984	N/A	42.802	Applicable for contracts anticipated to be cost-reimbursement, fixed-price incentive or providing for price redetermination
52.242-13	Bankruptcy	Jul 1995	\$150,000	42.903	None
52.242-15	Stop-Work Order	Aug 1989	N/A	42.1305(b)(1)	None
52.242-15 Alt I	Stop-Work Order	Aug 1989	N/A	42.1305(b)(2)	Applicable for cost-reimbursement contracts
52.242-17	Government Delay of Work	Apr 1984	N/A	42.1305(c)	Applicable for fixed-price contracts
52.243-01	Changes—Fixed Price	Aug 1987	N/A	43.205(a)(1)	Applicable for fixed-price contracts for supplies
52.243-01 Alt I	Changes—Fixed Price Alt I	Apr 1984	N/A	43.205(a)(2)	Applicable for fixed-price contracts for services and no supplies are to be furnished

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.243-01 Alt II	Changes—Fixed Price Alt II	Apr 1984	N/A	43.205(a)(3)	Applicable for fixed-price contracts for services and supplies are to be furnished
52.243-01 Alt V	Changes—Fixed Price Alt V	Apr 1984	N/A	43.205(a)(6)	Applicable for fixed-price R&D contracts
52.243-02	Changes—Cost Reimbursement	Aug 1987	N/A	43.205(b)(1)	Applicable for cost reimbursement contracts
52.243-02 Alt I	Changes—Cost Reimbursement Alt I	Apr 1984	N/A	43.205(b)(2)	Applicable for cost reimbursement contracts for services and no supplies are to be furnished
52.243-02 Alt II	Changes—Cost Reimbursement Alt II	Apr 1984	N/A	43.205(b)(3)	Applicable for cost reimbursement contracts for services and suppliers are to be furnished
52.243-02 Alt V	Changes—Cost Reimbursement Alt V	Apr 1984	N/A	43.205(b)(6)	Applicable for cost reimbursement R&D contracts
52.243-03	Changes—Time & Materials or Labor Hours	Sep 2000	N/A	43.205(c)	Applicable for T&M contracts
52.243-07	Notification of Changes	Jan 2017	\$1,000,000	43.107	Applicable for contracts with significant technical complexity / numerous changes are anticipated
52.244-02	Subcontracts	Jun 2020	\$250,000	44.204(a)(1)	None
52.244-05	Competition in Subcontracting	Dec 1996	\$150,000	44.204(c)	None
52.245-01	Government Property	Sep 2021	N/A	45.107(a)	None
52.245-09	Use and Charges	Apr 2012	N/A	45.107(c)	Applicable for contracts that include 52.245-01
52.246-02	Inspection of Supplies—Fixed Price	Aug 1996	\$250,000	46.302	Applicable for fixed price contracts for delivery of supplies
52.246-03	Inspection of Supplies—Cost Reimbursement	May 2001	N/A	46.303	Applicable for cost reimbursement contracts for delivery of supplies
52.246-04	Inspection of Services—Fixed Price	Aug 1996	\$250,000	46.304	Applicable for fixed price contracts for delivery of services
52.246-05	Inspection of Services—Cost Reimbursement	Apr 1984	N/A	46.305	Applicable for cost reimbursement contracts for delivery of services
52.246-06	Inspection—Time & Materials and Labor Hours	Mar 2001	N/A	46.306	Applicable for T&M and LH contracts; if Gov. inspection and acceptance are to be performed at the contractor’s site use Alt I
52.246-07	Inspection of Research and Development—Fixed Price	Aug 1996	\$250,000	46.307(a)	None
52.246-08	Inspection of Research & Development—Cost Reimbursement	May 2001	N/A	46.308	Applicable for R&D cost reimbursement contracts for the delivery of supplies

FAR Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
52.246-09	Inspection of Research and Development (Short Form)	Apr 1984	N/A	46.309	Applicable for R&D cost reimbursement contracts for the delivery of supplies
52.246-16	Responsibility for Supplies	Apr 1984	\$250,000	46.316	Applicable for fixed price contracts for supplies or R&D services
52.246-23	Limitation of Liability	Feb 1997	\$150,000	46.805(a)(1)	None
52.246-24	Limitation of Liability—High Value Items	Feb 1997	\$150,000	46.805(a)(2)	None
52.246-25	Limitation of Liability—Services	Feb 1997	\$150,000	46.805(a)(4)	None
52.247-01	Commercial Bill of Lading Notations	Feb 2006	\$150,000	47-104-4	None
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb 2006	N/A	47.507(a)	None
52.249-01	Termination for Convenience of the Government—Fixed Price (Short Form)	Apr 1984	N/A	49.502(a)(1)	Not applicable for contracts that exceed the simplified acquisition threshold
52.249-02	Termination for Convenience of the Government—Fixed Price	Apr 2012	\$150,000	49.502(b)(1)(i)	None
52.249-06	Termination—Cost Reimbursement	May 2004	N/A	49.503(a)(1)	Not applicable for R&D contracts
52.249-08	Default—Fixed Price—Supply and Service	Apr 1984	\$150,000	49.504(a)(1)	Applicable for fixed price contracts
52.249-09	Default—Fixed Price—R&D	Apr 1984	\$150,000	49.504(b)	Not applicable for contracts with educational institutions
52.249-14	Excusable Delays	Apr 1984	N/A	49.505(b)	Applicable for cost reimbursement contracts
52.252-02	Clauses Incorporated by Reference	Feb 1998	N/A	52.107(b)	None
52.252-06	Authorized Deviations Clause	Nov 2020	N/A	52.107(f)	None
52.253-01	Computer Generated Forms	Jan 1991	N/A	53.111	Applicable for contracts that require submission of data on Standard or Optical Forms as prescribed by the FAR

End of FAR Clauses

DEFENSE FEDERAL ACQUISITION REGULATIONS (DFARS)

DFARS Clause	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.201-7000	Contracting Officer’s Representative	Dec 1991	N/A	201.602-70	None
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011	N/A	203.171-4(a)	None
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Dec 2022	N/A	203.709	None
252.203-7003	Agency Office of the Inspector General	Aug 2019	\$5,000,000	203.1004(a)	Applicable for contracts that include 52.203-13
252.204-7002	Payment for Subline Items Not Separately Priced	Apr 2020	N/A	204-7104-1(b)(3)(iv)	None
252.204-7003	Control of Government Personnel Work Product	Apr 1992	N/A	204.404-70(b)	None
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Oct 2016	N/A	204.7304(a)	None
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Jan 2023	N/A	204.7304(b)	None
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Jan 2023	N/A	204.7304(c)	None
252.204-7016	Covered Defense Telecommunications Equipment or Services-- Representation	Dec 2019	N/A	204.2105(a)	None
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-- Representation	May 2021	N/A	204.2105(b)	None
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Jan 2023	N/A	204.2105(c)	None
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Mar 2022	N/A	204.7304(d)	None
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Jan 2023	N/A	204.7304(e)	None

DFARS Clause	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement.	Jan 2023	N/A	204.7503(a) and (b)	None
252.204-7022	Expediting Contract Closeout	May 2021	N/A	204.804-70	None
252.204-7023	Reporting Requirements for Contracted Services - Basic	Jul 2021	N/A	204.1705(a)(i) and (ii)	None
252.204-7024	Notice on the use of the Supplier Performance Risk System	Mar 2023	N/A	204.7604	None
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	Jan 2023	N/A	204.7403(c)	None
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991	\$1,000,000	205.470	None
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	Dec 1991	\$250,000	208.7305(a)	Applicable for contracts when precious metals will be used
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Dec 2022	N/A	209.104-70	None
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	May 2019	\$250,000	209.409	None
252.211-7003	Item Identification and Validation	Jan 2023	Unit Price \$5,000	211.274-6(a)(1)	None
252.211-7007	Reporting of Government-Furnished Property	Aug 2012	N/A	211.274-6(b)	Applicable for contracts that include 52.245-01 or 52.245-02
252.211-7008	Use of Government-Assigned Serial Numbers	Sep 2010	Unit Price \$5,000	211.274-6(c)	Applicable for contracts that include 252.211-7003
252.215-7000	Pricing Adjustments	Dec 2012	\$700,000	215.408(1)	Applicable for contracts that include 52.215-11 -12 or -13
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	Dec 2019	\$750,000	219.708(b)(1)(A)(1)	Applicable for contracts that include 52.219-09
252.223-7002	Safety Precautions for Ammunition and Explosives	May 1994	N/A	223-370-5	None
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Sep 2014	N/A	223.7103(a)	Applicable for contracts which require contractor performance on a DoD installation

DFARS Clause	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.225-7001	Buy American Act and Balance of Payments Program	Jan 2023	N/A	225.1101(2)(i)	Use 252.225-7001 in place of 52.225-01
252.225-7002	Qualifying Country Sources as Subcontractors	Mar 2022	N/A	225.1101(3)	Applicable for contracts that include 252.225-7001 -7021 or -7036
252.225-7008	Restriction on Acquisition of Specialty Metals	May 2013	\$150,000	225.7003-5(a)(1)	Applicable for contracts that require the delivery of specialty metals as an end item
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Jan 2023	\$250,000	225.7003-5(a)(2)	Applicable for contracts that require delivery of any of the following items, or components thereof, if such items or components contain specialty metal: aircraft, missile or space systems, ships, tanks or automotive items, weapon systems, or ammunitions
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate	Jul 2009	\$250,000	225.7003-5(b)	Applicable for contracts that include 252.225-7009
252.225-7012	Preference for Certain Domestic Commodities	Apr 2022	\$250,000	225.7002-3(a)	None
252.225-7013	Duty-Free Entry	Dec 2022	N/A	225.1101(4)	Use 252.225-7013 in place of 52.225-08; not applicable for contracts for supplies that will not enter the customs territory of the US
252.225-7020	Trade Agreements Certificate	Nov 2014	N/A	225.1101(5)(i)	Applicable for contracts that include 252.225-7021
252.225-7021	Trade Agreements	Jan 2023	N/A	225.1101(6)(i)	Use 252.225-7021 in place of 52.225-05
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales	Apr 2003	N/A	225.7307(a)	None
252.225-7031	Secondary Arab Boycott of Israel	Jun 2005	N/A	225.7605	None
252.225-7032	Waiver of United Kingdom Levies— Evaluation of Offers	Apr 2003	\$1,000,000	225.1101(7)	None
252.225-7032	Waiver of United Kingdom Levies— Evaluation of Offers	Apr 2003	\$1,000,000	225.1101(7)	None
252.225-7033	Waiver of United Kingdom Levies	Apr 2003	\$1,000,000	225.1101(8)	None

DFARS Clause	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.225-7036	Buy American Act – Free Trade Agreements – Balance of Payments Program	Dec 2022	N/A	225.1101(11)(i)(A)	None
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	Dec 2018	N/A	225.7006-4(b)	Applicable for contracts requiring air circuit breakers for naval vessels
252.225-7043	Antiterrorism / Force Protection for Defense Contractors Outside the United States	Jun 2015	N/A	225.7403-2	Applicable for contracts that require performance or travel outside the US
252.225-7046	Exports Approved by Community Members in Response to the Solicitation	Jun 2013	N/A	225.7902-5(a)	Applicable for contracts that include 252.225-7047
252.225-7047	Exports Approved by Community Members in Performance of Contract	Jun 2013	N/A	225.7902-5(b)	Applicable for contracts when export-controlled items are expected to be involved
252.225-7048	Export-Controlled Items	Jun 2013	N/A	225.7901-4	None
252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services	Dec 2022	N/A	225.772-5(b)	None
252.225-7052	Restriction on the Acquisition of Certain Magnets and Tungsten	Jan 2023	N/A	225.7018-5	None
252.225-7053	Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	Sep 2021	N/A	225.7019-4(a)	None
252.225-7054	Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	Jan 2023	N/A	225.7019-4(b)	None
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	May 2022	N/A	225.7020-5(a)	None
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	Jan 2023	N/A	225.7020-5(b)	None
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	Aug 2022	N/A	225.7021-4(a)	None

DFARS Clause	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	Jan 2023	N/A	225.7021-4(b)	None
252.225-7059	Prohibition on Certain Procurements From The Xinjiang Uyghur Autonomous Region— Certification	Dec 2022	N/A	225.7022-5(a)	None
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	Jan 2023	N/A	225.7022-5(b)	None
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations	Jan 2023	N/A	225.7023-4	None
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015)	May 2020	N/A	CD 2020-O0015	None
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2020-O0015)	May 2020	N/A	CD 2020-O0015	None
252.225-7975	Additional Access to Contractor and Subcontractor Records	Aug 2020	N/A	CD 2020-O0022	None
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Jan 2023	\$500,000	226.104	None
252.227-7013	Rights in Technical data— Noncommercial Items	Mar 2023	N/A	227.7103-6(a)	None
252.227-7014	Rights in Noncommercial Computer Software and noncommercial Computer Software Documentation	Mar 2023	N/A	227.7203-6(a)(1)	None
252.227-7015	Technical Data— Commercial Items	Mar 2023	N/A	227.7102-4(a)(1)	Applicable for contracts that will require delivery of technical data pertaining to commercial items, components, or processes
252.227-7016	Rights in Bid or Proposal Information	Jan 2023	N/A	227.7103-6(e)(1)	Applicable for contract that include 252.227-7013

DFARS Clause	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	Jan 2023	NA	227.7103-3(b)	Applicable for contract that include 252.227-7013
252.227-7019	Validation of Asserted Restrictions—Computer Software	Jan 2023	NA	227.7104(e)(3)	Applicable for contract that include 252.227-7014
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished information Marked with Restrictive Legends	Jan 2023	N/A	227.7103-6(c)	None
252.227-7026	Deferred Delivery of Technical data or Computer Software	Apr 1988	N/A	227.7103-8(a)	None
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Apr 1988	N/A	227.7103-8(b)	None
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995	N/A	227.7103-6(d)	None
252.227-7030	Technical Data—Withholding of Payment	Mar 2000	N/A	227.7103-6(e)(2)	Applicable for contract that include 252.227-7013
252.227-7037	Validation of Restrictive Markings on Technical Data	Jan 2023	N/A	227.7102-4(c)	Applicable for contract that include 252.227-7013
252.227-7038	Patent Rights—Ownership be the Contractor (Large Business)	Jun 2012	N/A	227.303(2)	Use 252.227-7038 in place of 52.227-11 for R&D contracts
252.227-7039	Patents—Reporting of Subject Inventions	Apr 1990	N/A	227.303(1)	Use 252.227-7039 in place of 52.227-11
252.231-7000	Supplemental Cost Principles	Dec 1991	N/A	231.100-70	None
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	Jun 2012	N/A	232.7004	None
252.232-7010	Levies on Contract Payments	Dec 2006	\$3,000	232.7102	None
252.235-7003	Frequency Authorization—Basic	Mar 2014	N/A	235.072(b)(1)	Applicable for contracts that involve developing, producing, constructing, testing or operating a device requiring a frequency authorization

DFARS Clause #	Title	Date	Dollar Threshold	Prescription Reference #	Prescription Description (if notable)
252.235-7010	Acknowledgement of Support and Disclaimer	May 1995	N/A	235.072(c)	Applicable for R&D contracts
252.235-7011	Final Scientific or Technical Data	Dec 2019	N/A	235.072(d)	Applicable for R&D contracts
252.242-7006	Accounting System Administration	Feb 2012	N/A	242.7503	None
252.243-7001	Pricing of Contract Modifications	Dec 1991	N/A	243.205-70	Applicable for fixed-price type contracts
252.243-7002	Requests for Equitable Adjustment	Dec 2012	\$150,000	243.205-71	None
252.244-7000	Subcontracts for Commercial Items	Jan 2023	N/A	244.403	Applicable for contracts for supplies or services other than commercial items that contain any of the following: 252.225-7009, 252.246-7003, 252.247-7023 or 252.247-7024
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr 2012	N/A	245.107(2)	Applicable for contracts that include 52.245-01
252.245-7002	Reporting Loss of Government Property	Jan 2021	N/A	245.107(3)	Applicable for contracts that include 52.245-01
252.245-7003	Contractor Property Management System Administration	Apr 2012	N/A	245.107(4)	Applicable for contracts that include 52.245-01
252.245-7004	Reporting, Reutilization, and Disposal	Nov 2021	N/A	245.107(5)	Applicable for contracts that include 52.245-01
252.246-7001	Warranty of Data	Mar 2014	N/A	246.710(1)	Applicable for contract that include 252.227-7013
252.246-7003	Notification of Potential Safety Issues	Jan 2023	N/A	246.371(a)	None
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023	N/A	246.870-3(a)	None
252.246-7008	Sources of Electronic Parts	JAN 2023	N/A	246.870-3(b)	None
252.247-7023	Transportation of Supplies by Sea	Jan 2023	N/A	247.574(b)(1)	None

End of DFARS clauses