

# Tyonek Services Group Purchase Order Terms & Conditions

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## 1. Applicability.

(a) These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the goods (“**Goods**”) and services (“**Services**”) by Tyonek Services Group, Inc. (“**Buyer**”) from the seller named on the accompanying Purchase Order (“**Seller**”).

(b) The accompanying purchase order (the “**Purchase Order**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller’s general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller’s acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

## 2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller’s expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during Buyer’s normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller’s risk of loss and expense.

(c) Seller shall provide the Services to Buyer as described and in accordance with the dates or schedule set forth on the purchase order and in accordance with the terms and conditions set forth in these Terms.

(d) Seller acknowledges that time is of the essence with respect to Seller’s obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller’s sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, Certificates of Conformance (CoCs), correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

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### 6. Inspection and Rejection of Nonconforming Goods.

(a) Seller agrees that Buyer and/or its customer may, from time to time, require on-site visits to verify process, procedures, or to review Goods prior to shipment. Buyer will notify Seller when an on-site visit is required.

(b) Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

8. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. Under no circumstances will advance or pre-payments be authorized.

### 9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of three years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this

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Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

10. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within seven (7) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.

11. Warranties.

(a) Seller warrants to Buyer that all Goods will (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. Seller shall not use any ozone depleting chemicals or processes in the performance of this Agreement. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer.

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services.

12. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and

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professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller’s negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer’s prior written consent.

13. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer’s or Indemnitee’s use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer’s or Indemnitee’s prior written consent.

14. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of Seller in the course of performing the this Agreement (collectively, the “**Deliverables**”) shall be owned exclusively by Buyer. Seller agrees, and shall cause its employees to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Buyer. To the extent that any of the Deliverables do not constitute a “work made for hire,” Seller hereby irrevocably assigns, and shall cause the Seller’s employees to irrevocably assign to Buyer, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

15. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

16. Liquidated Damages. Time is the essence for this Agreement. Any delay in Seller’s delivery of the Goods or the completion of the Services will cause loss and damage to the Buyer. Therefore, a time charge equal to six percent interest per annum on the total Price will be made against the Seller for the entire period that any part of the Goods remains undelivered or the Services remain incomplete after the time specified for delivery or completion. Seller agrees that such amount is not a penalty and is reasonable as liquidated damages.

17. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the seller’s delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller’s sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

18. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business

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operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party’s (the “**Impacted Party**”) failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; and (d) government order, law, or action. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a period of 30 days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon written notice.

21. Assignment. Seller shall not assign, transfer, novate, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller’s prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer’s assets.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

25. Disputes and Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Alabama in each case located in the City of Huntsville and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this

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Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, General Indemnification, Intellectual Property Indemnification, Intellectual Property, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

29. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

30. Supplemental Terms and Conditions. The FAR and DFARS clauses referenced in Tyonek's Supplemental Terms and Conditions shall apply with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Agreement. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.



## SUPPLEMENTAL TERMS AND CONDITIONS

When the Order includes Products, which are for use in connection with a U.S. Government Prime contract or subcontract, the following additional terms and conditions shall apply as required by the terms of the Prime Contractor by operation of law or regulation. Prime Contractor is flowing down to Subcontractor certain provisions and Federal Acquisition (FAR), Department of Defense (DoD FAR Supplement (DFARS), and/or other contract specific flow downs (collectively, "Flowdown Clauses"). These Flowdown Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below, as modified by any parenthetical information. If the substance of the clause is different than the substance of the clause actually incorporated in the Prime Government contract, then the substance of the clause actually incorporated in the Prime Government contract shall apply instead. The Parties hereby agree to include in these Supplemental Terms and Conditions any additional revised Flowdown Clauses incorporated in Prime Contractor's Government contract that are applicable to the performance of this Order. The Parties shall handle any amendments to these Supplemental Terms and Conditions under Clause 6.14, Changes; provided that, if the versions of the clauses listed below are or at any time come to differ—whether by amendment, modification, or operation of law—from the version, alternative, or date of the clause incorporated in the Prime Contract, then the version incorporated in the Prime Contract shall apply instead. Subcontractor shall flow down to its lower-tier subcontractors all applicable Flowdown Clauses and any other requirements of this Order and applicable law to ensure that Prime Contractor and Subcontractor comply with all applicable requirements of Prime Contractor's Government contract. It is intended by the parties that these Flowdown Clauses apply to Subcontractor in such manner as is necessary to reflect the position of subcontractor to Prime Contractor, and to ensure Subcontractor complies with its obligations to Prime Contractor and to the Government, and to enable Prime Contractor to meet its own contract obligations to the Government. Consequently, in interpreting and applying Flowdown Clauses, flowed down to Subcontractor, and as context requires, the "Contractor" and "Offeror" shall mean Subcontractor, the term "Contract" shall mean this Order, and the term "Government", "United States", "Contracting Officer", "Administrative Contracting Officer", and equivalent phrases shall mean Prime Contractor and/or Prime Contractor's Procurement Representative. In addition, the term "Commercial Item", means a commercial item as defined in FAR 2.101. However, as an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

- a) In the phrases "Government Property", "Government-Furnished Property" and "Government-Owned Property",
- b) In the patent rights clauses incorporated herein, if any;
- c) When a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- d) When title to property is to be transferred directly to the Government; and
- e) When access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Order.

FAR Clauses flowed down by Prime Contractor to Subcontractor pursuant to this Attachment may require submission of certificates. All such required representations and certifications made by Subcontractor in connection with these FAR Clauses, including all such certifications submitted by Subcontractor with its offer, are hereby incorporated in this Order by reference. Subcontractor shall, with respect to applicable FAR Clauses flowed down pursuant to this Attachment, furnish to Prime Contractor (or directly to the Government upon request of Prime Contractor) any certificate required to be furnished by any FAR Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Subcontractor's compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word "certificate" shall include a plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flowdown is required.

Subcontractor shall indemnify, hold Prime Contractor harmless, and at Prime Contractor's election, defend Prime Contractor and its Customer(s) and their respective officers, directors, employee, and agents from and against any price reduction in Prime Contractor's contract, as well as Prime Contractor's reasonable attorney fees and other direct costs to defend contract claims from Prime Contractor's Customers when said reduction is attributable to the failure of Subcontractor or Subcontractor's Suppliers at any tier to properly discharge applicable duties under the Truth in Negotiations Act, Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this Attachment. These Supplemental Terms and Conditions are in addition to and not in derogation of the General Provisions and any "other" terms and conditions of this Order, however, in the event that any Supplemental Terms or Condition is determined to be inconsistent with any printed General Term or Condition

or any "other" term and condition of this Order, the Supplemental Term or Condition shall govern.

**I: FAR (48 CFR Chapter 1) Clauses Incorporated by Reference (Specific applicability stated within parentheses).**

**A. GENERAL – FOR ALL APPLICABLE ORDERS**

- 52.202-1 Definitions
- 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements –Representation (Applicable to all Solicitations except those for a personal services contract with an individual)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Applicable to all Solicitations except those for a personal services contract with an individual.)
- 52.204-2 Security Requirements (Applicable if Order requires access to classified information excluding any reference to any changes clause in the prime contract.)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Applicable if Subcontractor will have routine physical access to a federally-controlled facility and/or routine access to a federally-controlled information system.)
- 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Applicable if contract is funded in whole or in part with Recovery Act funds.)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Applicable to all Orders, except commercially available off-the-shelf items, in which Subcontractor may have Federal contract information residing in or transiting through its information systems.)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (not including (b)(2))
- 52.204-27 Prohibition on a ByteDance Covered Application
- 52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
- 52.211-5 Material Requirements (Applicable for all Orders for supplies that are not commercial items.)
- 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-11 Subcontracts (Labor Standards) (Applicable if this Order is a subcontract for construction within the United States)
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies
- 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity (Applicable for all Orders and for subparagraphs (c)(1) through (11) only.)
- 52.222-34 Project Labor Agreement (Applicable for Order is a subcontract with subcontractors engaged in construction on a construction project)
- 52.222-41 Service Contract Labor Standards (Applicable if this Order/Contract is subject to the Service Contract Act.)
- 52.222-50 Combating Trafficking in Persons
- 52.222-51 Exemption from Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (applicable when the Service Contract Labor Standards statute does not apply and all requirements for the exemption are met)
- 52.222-53 Exemption from Service Contract Labor Standards to Contracts for Certain Services – Requirements (applicable when the Service Contract Labor Standards statute does not apply and all requirements for the exemption are met)
- 52.222-54 Employment Eligibility Verification (Applicable if this Order; (1) is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) or construction;

- (2) has a value of more than \$3,500; and (3) includes work performed in the United States.)
- 52.222-55 Minimum Wages Under Executive Order 13658 (applicable when FAR 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards is included in the contract, and where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia))
  - 52.222-62 Paid Sick Leave Under Executive Order 13706 (Applicable if the prime contract includes 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia)).
  - 52.223-3 Hazardous Material Identification and Material Safety Data
  - 52.223-11 (Applicable if this Order involves hazardous material.) Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Applicable if the end Products were manufactured with or contain ozone-depleting substances.)
  - 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
  - 52.224-2 Privacy Act (applicable when the design, development, or operation of a system of records on individuals is required to accomplish an agency function)
  - 52.224-3 Privacy Training (Applicable for all Orders when the Supplier employees will; (a) Have access to a system of records; (b) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (c) Design, develop, maintain, or operate a system of records.)
  - 52.225-1 Buy American Act – Supplies (Applicable if the Subcontractor's products contain other than domestic components.)
  - 52.225-5 Trade Agreements
  - 52.225-13 Restrictions on Certain Foreign Purchases
  - 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Applicable if Subcontractor's personnel are performing work OCONUS in an area designated for contingency operations, humanitarian/peacekeeping operations, or military exercises, or when supporting a diplomatic/consular mission.)
  - 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification
  - 52.225-26 Contractors Performing Private Security Functions Outside the United States (applies when performance is required outside the United States in an area of (1) Combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, as designated by the Secretary of Defense and only upon agreement of the Secretary of Defense and the Secretary of State.)
  - 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving
  - 52.227-1 Authorization and Consent (Applicable if the prime contract contains this clause.)
  - 52.227-10 Filing of Patent Applications -- Classified Subject Matter (Applicable if Subcontractor's products or any patent application may cover classified subject matter.)
  - 52.227-11 Patent Rights -- Ownership by the Contractor (Applicable if this Order includes, at any tier, experimental, developmental or research work, and Subcontractor is a small business or domestic nonprofit organization.)
  - 52.227-13 Patent Rights -- Ownership by the Government (Applicable if this Order/Contract is for experimental, developmental, or research work and made applicable by FAR 27.3 or Prime Contractor's Prime Contract. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Prime Contractor's Procurement Representative identified on the face of this Order.)
  - 52.227-14 Rights in Data – General (Applicable if data will be produced, furnished or acquired under this Order.)
  - 52.227-16 Additional Data Requirements
  - 52.228-3 Workers Compensation Insurance (Defense Base Act) (Applicable if the requirements at FAR 28.309(a) applies to this Contract.)
  - 52.228-4 Workers Compensation and War-Hazard Insurance Overseas (Applicable if the requirements at FAR 28.309(b) apply to this Contract.)
  - 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (Applicable to Orders that are a subcontract which meets the criteria in FAR 29.401-4(b)(1)-(3))
  - 52.229-13 Taxes—Foreign Contracts in Afghanistan
  - 52.229-14 Taxes—Foreign Contracts in Afghanistan (North Atlanta Treaty Organization Status of Forces Agreement)
  - 52-230-4 Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns (Applicable to any Order that is a negotiated subcontract unless meeting the criteria of FAR 52.230-4(d)(1)-(3))
  - 52-230-5 Cost Accounting Standards-Educational Institution (Applicable to any Order that is a negotiated subcontract unless meeting the criteria of FAR 52.230-4(d)(1)-(3))
  - 52.232-17 Interest (Subcontractor shall indemnify Prime Contractor for all interest assessed under this clause for Subcontractor or its low-tier subcontractors' acts or omissions. Applicable unless any of the categories specified in FAR 32.611(a) applies.)
  - 52.232-39 Unenforceability of Unauthorized Obligations
  - 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applicable for small business subcontractors.)
  - 52.233-3 Protest After Award
  - 52.234-1 Industrial Resources Developed Under Title III, Defense Production Act
  - 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (applicable when performance is on a USG installation)
  - 52.237-7 Indemnification and Medical Liability Insurance (applicable for any Order that is a subcontract for health care services)
  - 52.239-1 Privacy or Security Safeguards (applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)
  - 52.240-1 Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities
  - 52.242-15 Stop-Work Order
  - 52.243-6 Change Order Accounting (applicable to contracts for supply and research and development contracts of significant technical complexity)
  - 52.244-6 Subcontracts for Commercial Items
  - 52.245-1 Government Property (Alternates 1 and 2 apply. Applicable if Government property is furnished in the performance of this Contract. Substitute "Prime Contractor" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (n): Subcontractor shall provide to Prime Contractor immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.)
  - 52.246-26 Reporting Nonconforming Items (applicable when FAR 52.246-11 Higher-Level Contract Quality Requirement is included in the contract)
  - 52.247-63 Preference for U.S.-Flag Air Carriers (Applicable if this Order involves international air transportation.)
  - 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
  - 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (October 2021) (Deviation)
- B. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
  - Section 503 of Equal Employment Opportunity (EEO) Clause – This Rehabilitation contractor and subcontractor shall abide by the Act requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- C. ALL ORDERS EQUAL TO OR GREATER THAN \$20,000**
- 52.222-36 Equal Opportunity for Workers with Disabilities
- D. ALL ORDERS EQUAL TO OR GREATER THAN \$40,000**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- E. ALL ORDERS EQUAL TO OR GREATER THAN \$45,000**
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Applicable if not a subcontract for commercial items.)
- F. ALL ORDERS EQUAL TO OR GREATER THAN \$100,000**
- VEVRAA Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**G. ALL ORDERS EQUAL TO OR GREATER THAN \$200,000**

- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures (Delete paragraph (c)(1). In (c)(2), a copy of such reports must also be provided to Prime Contractor. Prime Contractor will have the right to withhold from Subcontractor, the amount, if any, that the Contracting Officer directs Prime Contractor to withhold from Subcontractor or any amounts the Government withholds from Prime Contractor as a result of Subcontractor's violation of this clause.)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Prime Contractor may withhold or recover from Subcontractor such sums as the Contracting Officer withholds or recovers from Prime Contractor because of liabilities of Subcontractor or its subcontractors under this FAR clause.)
- 52.222-35 Equal Opportunity for Veterans
- 52.222-37 Employment Reports on Veterans

**H. ALL ORDERS EQUAL TO OR GREATER THAN \$350,000**

- 52.203-3 Gratuities (Except Orders for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense.)
- 52.203-5 Covenant Against Contingent Fees (Except Orders for commercial items (see FAR Parts 2 and 12).)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Applicable if Subcontractor, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this Order.) (Applicable for other than commercial items.)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Applicable for other than commercial items.)
- 52.203-16 Preventing Personal Conflicts of Interest (Applicable if Subcontractor will perform acquisition functions closely associated with inherently governmental functions)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- 52.215-2 Audit and Records – Negotiation (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Prime Contractor.)
- 52.215-14 Integrity of Unit Prices (Excluding paragraph (b).)
- 52.219-8 Utilization of Small Business Concerns
- 52.222-17 Non-Displacement of Qualified Workers (Applicable for non-exempted service contracts that succeed contracts for the same work at the same location.)
- 52.225-8 Duty-Free Entry
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applicable If the prime contract contains FAR 52.227-1.)
- 52.228-5 Insurance – Work on a Government Installation
- 52.242-13 Bankruptcy (Within the clause, replace “government” with “Prime Contractor”.)
- 52.244-2 Subcontracts
- 52.248-1 Value Engineering
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders. In paragraph (c), change “120 days” to “45 days”; in paragraph (d) “15 days” is changed to “30 days”, and “45 days” is changed to “60 days”; in paragraph (e) change “1 year” to “60 days”; paragraph (j) is deleted; in paragraph (l) change “90 days” to “45 days”.)

**I. ALL ORDERS EQUAL TO OR GREATER THAN \$700,000**

- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Applicable for all Solicitations which may be performed outside the United States and is not entirely for commercially available off-the-shelf items.)

**J. ALL ORDERS EQUAL TO OR GREATER THAN \$900,000**

- 52.219-9 Small Business Subcontracting Plan (Applicable when Subcontractor is not a small business.)
- 52.219-16 Liquidated Damages -- Subcontracting Plan (Applicable when Subcontractor is not a small business.)

**K. ALL ORDERS EQUAL TO OR GREATER THAN \$950,000 (Applicable to Prime Contracts issued prior to July 1, 2018.)**

- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Prime Contractor.)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Prime Contractor.)
- 52.215-12 Subcontractor Certified Cost or Pricing Data
- 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.)
- 52.215-15 Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).)
- 52.215-16 Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its offer.)
- 52.215-17 Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its offer.)
- 52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract meets the applicability requirements of FAR 15.408(j).)
- 52.215-19 Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).)
- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
- 52.215-23 Limitations on Pass-Through Charges
- 52.230-2 Cost Accounting Standards (Clause excluding paragraph (b).)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$750,000 but less than \$50 million and the Subcontractor is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).)
- 52.230-6 Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at FAR 52.230-4 or FAR 52.230-5)

**L. ALL ORDERS EQUAL TO OR GREATER THAN \$2,500,000**

- 52.214-28 Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in the FAR but shall also mean Prime Contractor.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Clause shall not only retain the original meaning of those terms as written in the FAR but shall also mean Prime Contractor.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)
- 52.215-12 Subcontractor Certified Cost or Pricing Data (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)
- 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)
- 52.215-15 Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)
- 52.215-16 Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its offer.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)
- 52.215-17 Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its offer.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)
- 52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract meets the applicability requirements of FAR 15.408(j).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)
- 52.215-19 Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)
  - 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)
  - 52.215-23 Limitations on Pass-Through Charges (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)
  - 52.230-2 Cost Accounting Standards (Clause excluding paragraph (b).) (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)
  - 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$2,000,000 but less than \$50 million and the Subcontractor is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).) (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)
  - 52.230-6 Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at FAR 52.230-4 or FAR 52.230-5) (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)
- M. ALL ORDERS EQUAL TO OR GREATER THAN \$7,500,000**
- 52.203-13 Contractor Code of Business Ethics and Conduct (Applicable if the Orders period of performance is more than 120 days.)
  - 52.203-14 Display of Hotline Poster(s) (Applicable except if the Order is for the acquisition of a commercial item or is performed entirely outside the United States.)
- N. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000,000**
- 52.222-24 Pre-award On-Site Equal Opportunity Compliance Evaluation
- II. In addition to those Supplemental Terms and Conditions set forth above, the following additional FAR Clauses apply to Fixed Price Orders.**
- 52.227-9 Refund of Royalties (Applicable for all fixed price Orders when reported royalty exceeds \$250.)
  - 52.242-1 Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)
  - 52.243-1 Changes -- Fixed-Price (Applicable for all fixed price Orders, except within paragraph (c) change "30 days" to "20 days", and within paragraph (e) delete the first sentence.)
  - 52.246-2 Inspection of Supplies -- Fixed-Price (Applicable for fixed price type Orders.)
  - 52.246-4 Inspection of Services -- Fixed-Price (Applicable for fixed price type Orders.)
  - 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Applicable for fixed price type Orders less than \$350,000)
  - 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders equal to or greater than \$350,000. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)
  - 52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Applicable for fixed price type services Orders.)
- III. In addition to those clauses set forth above, the following additional FAR Clauses apply to Cost-Reimbursable, Time-and-Materials and/or Labor-Hour Orders.**
- 52.216-7 Allowable Cost and Payment (Applicable if Order is cost reimbursable or time and materials type.)
  - 52.216-8 Fixed Fee (Applicable if Subcontractor is entitled to receive a fixed fee under the Order.)
  - 52.216-10 Incentive Fee (Applicable if Subcontractor is entitled to receive an incentive fee under the Order.)
  - 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (Applicable for time-and-materials and labor-hours Orders only.)
  - 52.232-20 Limitation of Cost (Applicable for cost reimbursable type Orders.)
  - 52.232-22 Limitation of Funds (Applicable for incrementally funded, cost reimbursable type Orders.)
  - 52.242-1 Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)
  - 52.243-2 Changes -- Cost-Reimbursement (Applicable for all cost reimbursable Orders except, within paragraph (c) change "30 days" to "20 days", and within paragraph (d) delete the first sentence.)
  - 52.246-3 Inspection of Supplies -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)
  - 52.246-5 Inspection of Services -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)
  - 52.249-6 Termination (Cost-Reimbursement) (Applicable for cost reimbursement type Orders. Also, in paragraph (d) change "120 days" to "45 days"; in paragraph (e) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (f) change "1 year" to "60 days"; and paragraph (j) is deleted)
- IV. DFARS (48 CFR Chapter 2) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)**
- A. GENERAL – FOR ALL APPLICABLE ORDERS**
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
  - 252.204-7000 Disclosure of Information
  - 252.204-7004 Anti-Terrorism Awareness Training for Contractors (applicable when subcontract requires routine physical access to a Federally controlled facility or military installation)
  - 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Applicable for all Orders for services that include support for the U.S. Government's activities related to safeguarding covered defense information and cyber incident reporting.)
  - 252.204-7010 Requirement for Contractor to Notify DoD if the Contractors Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (Applicable to Orders subject to the provisions of the U.S.-IAEA AP)
  - 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Applicable for all Orders if covered defense information is resident or transiting on or through Subcontractor's information systems. In paragraph (c)(1)(ii), add "and to Tyonek's Procurement Representative" to the end of the sentence.)
  - 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors
  - 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
  - 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
  - 252.204-7020 NIST SP 800-171 DOD Assessment Requirements
  - 252.204-7021 Cybersecurity Maturity Model Certification Requirements
  - 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
  - 252.211-7003 Item Unique Identification and Valuation
  - 252.222-7000 Restrictions on Employment of Personnel
  - 252.223-7001 Hazard Warning Labels
  - 252.223-7002 Safety Precautions for Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)
  - 252.223-7003 Change in Place of Performance--Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)
  - 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic
  - 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Alternate I (Applicable When the Secretary of the Military Department issues a determination under the exception at DFARS 223.7104(a)(10))
  - 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
  - 252.223-7008 Prohibition of Hexavalent Chromium
  - 252.223-7009 Prohibition of Procurement of Fluorinated Fire-Fighting Agent for Use on Military Installations (Applicable to Orders that are subcontracts relating to fire-fighting on a military installation)
  - 252.225-7001 Buy American and Balance of Payments Program – Basic
  - 252.225-7002 Qualifying Country Sources As Subcontractors (applicable when the basic or one of the alternates of the following clauses is included in the contract: 252.225-7001, Buy American and Balance of Payments Program, 252.225-7021, Trade Agreements, 252.225-7036, Buy American-Free Trade Agreements - Balance of Payments Program
  - 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Applicable for all Orders if Subcontractor is supplying items on the U.S. Munitions List.)
  - 252.225-7008 Restriction on Acquisition of Specialty Metals (Applicable if Subcontractor is supplying items which contain specialty metals.)

- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Paragraph (d) is deleted)
  - 252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applicable if DFAR 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)
  - 252.225-7013 Duty-Free Entry
  - 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
  - 252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain
  - 252.225-7021 Trade Agreements – Basic (Applicable if the Order contains other than U.S.-made, qualifying country, or designated country end products. Applicable in lieu of FAR 52.225-5.)
  - 252.225-7025 Restriction on Acquisition of Forgings
  - 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
  - 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
  - 252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States (Applicable when private security functions will be performed outside the United States)
  - 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (Applicable in lieu of FAR 52.225-19.)
  - 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
  - 252.225-7047 Exports Approved Community Members in Performance of the Contract (Applicable when an Order may require exports or transfers of qualifying defense articles)
  - 252.225-7048 Export-Controlled Items
  - 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation (Applicable for Orders for furnished energy at a covered military installation)
  - 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime
  - 252.227-7000 Non-Estoppel
  - 252.227-7013 Rights in Technical Data – Noncommercial Items
  - 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
  - 252.227-7015 Technical Data – Commercial Items
  - 252.227-7016 Rights in Bid or Proposal Information
  - 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions
  - 252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
  - 252.227-7019 Validation of Asserted Restrictions – Computer Software
  - 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7014 are used and/or referenced within the prime contract.)
  - 252.227-7026 Deferred Delivery of Technical Data or Computer Software
  - 252.227-7027 Deferred Ordering of Technical Data or Computer Software
  - 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
  - 252.227-7030 Technical Data – Withholding of Payment (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7018 is used and/or referenced within the prime contract.)
  - 252.227-7032 Rights in Technical Data and Computer Software (Foreign) (Applicable for all Orders with foreign contractors to be performed overseas, except Canada.)
  - 252.227-7033 Rights in Shop Drawings
  - 252.227-7037 Validation of Restrictive Markings on Technical Data (Applicable for all Orders when DFARS 252.227-7013, DFARS 252-227-7014 or DFARS 252.227-7015 are used and/or referenced within the prime contract.)
  - 252.227-7038 Patent Rights – Ownership by the Contractor (Large Business) (Applicable for all Orders for experimental, developmental, or research work or construction that includes experimental, development or research work to be performed by a large business for a Defense agency.)
  - 252.227-7039 Patents – Reporting of Subject Inventions
  - 252.228-7001 Ground and Flight Risk
  - 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
  - 252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs (Applicable for all Orders if Contract is funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act.)
  - 252.235-7002 Animal Welfare (Applicable to Orders involving research, development, test, and evaluation or training that use live vertebrate animals)
  - 252.235-7003 Frequency Authorization – Basic
  - 252.235-7004 Protection of Human Subjects (Applicable to Orders that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b))
  - 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Applicable for Orders that involve the acquisition of steel as a construction material)
  - 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Applicable to Orders that may require subcontractor personnel to interact with detainees in the course of their duties)
  - 252.237-7019 (Applicable to Orders that may require subcontractor personnel to interact with detainees in the course of their duties)
  - 252.237-7023 Continuation of Essential Contractor Services (applicable for services that are in support of mission-essential functions)
  - 252.239-7010 Cloud Computing Services (Applicable for all Orders if Subcontractor expects to use, involve, or may involve, cloud services)
  - 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable if this Order requires securing telecommunications.)
  - 252.239-7018 Supply Chain Risk (Applicable when Order includes products or services involving "information technology" as defined by clause.)
  - 252.243-7001 Pricing of Contract Modifications
  - 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
  - 252.245-7005 Management and Reporting of Government Property
  - 252.246-7001 Warranty of Data – Basic (Applicable for all Orders. Additional liability provisions at paragraph (d)(3) are applicable only if the Alternate I or II version of this clause is included in the prime contract.)
  - 252.246-7003 Notification of Potential Safety Issues
  - 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applicable for all subcontracts for electronic parts or assemblies containing electronic parts)
  - 252.246-7008 Sources of Electronic Parts (Applicable to all Solicitations/Orders including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.)
  - 252.247-7003 Contractor Property Management System Administration (applicable when clause 52.245-1 applies)
  - 252.247-7023 Transportation of Supplies by Sea – Basic
  - 252.247-7024 Notification of Transportation of Supplies by Sea
  - 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-00009) (October 2021)
- B. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000**
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction
- C. ALL ORDERS EQUAL TO OR GREATER THAN \$350,000**
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Within the clause, delete paragraph (g).)
  - 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Applicable unless it has been determined items being acquired do not contain precious metals in their manufacture.)
  - 252.215-7008 Only One Offer
  - 252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data
  - 252.223-7004 Drug Free Workplace (applicable to contracts that involve (1) access to classified information; or (2) when the contracting officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of, the contract.)
  - 252.225-7012 Preference for Certain Domestic Commodities
  - 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (applicable for contracts that require delivery of hand or measuring tools.)
  - 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
  - 252.225-7062 Restriction on Acquisition of Large Medium-Speed Diesel Engines (Applicable for Orders that require large medium-speed diesel engines for new construction of auxiliary ships)
  - 252.225-7063 Restriction on Acquisition of Components of T-A) 205 and T-ARC Class Vessels (Applicable to Orders for the components described in DFARS 252.225-7063(a)(1))
  - 252.225-7064 Restriction on Acquisition of Certain Satellite Components (Applicable for Orders for star trackers)
- D. ALL ORDERS EQUAL TO OR GREATER THAN \$500,000**

- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
- E. ALL ORDERS EQUAL TO OR GREATER THAN \$900,000**
- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) – Basic
  - 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award
- F. ALL ORDERS EQUAL TO OR GREATER THAN \$950,000 (Applicable to Prime Contracts issued prior to July 1, 2018.)**
- 252.215-7002 Cost Estimating System Requirements
  - 252.231-7000 Supplemental Cost Principles
- G. ALL ORDERS EQUAL TO OR GREATER THAN \$1,000,000**
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
  - 252.225-7033 Waiver of United Kingdom Levies (Applicable if Order is with UK Subcontractors.)
- H. ALL ORDERS EQUAL TO OR GREATER THAN \$2,500,000**
- 252.215-7002 Cost Estimating System Requirements (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)
  - 252.231-7000 Supplemental Cost Principles (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)
- I. ALL ORDERS EQUAL TO OR GREATER THAN \$7,500,000**
- 252.203-7004 Display of Fraud Hotline Poster(s)
- J. ALL ORDERS EQUAL TO OR GREATER THAN \$20,000,000**
- 252.234-7002 Earned Value Management System (applicable to cost or incentive contracts)
- K. ALL ORDERS EQUAL TO OR GREATER THAN \$50,000,000**
- 252.234-7004 Cost and Software Data Reporting System

The Federal Acquisition Regulations, DoD FAR Supplement, and Federal and Defense Acquisition Supplements are available from the address below:  
<https://www.acquisition.gov/>  
The Superintendent of Documents  
U.S. Printing Office Washington, DC 20401