

Alatus Aerosystems FAR/DFARS Flow-down Addendum

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ORDERS ISSUED UNDER GOVERNMENT CONTRACTS (Revision Date: 29 November 2017)

GOVERNMENT CONTRACT CLAUSES. Orders issued under Prime Contracts with the U.S. Government or subcontracts at any tier under U.S. Government contracts shall incorporate the additional terms and conditions applicable to orders issued under Government contracts. The appearance of a U.S. Government agency Prime Contract number on an Order shall conclusively establish the applicability and the incorporation by reference of that agency's clauses referenced herein. These clauses are supplemental to and a continuation by reference of the Alatus Aerosystems General Purchase Order Terms and Conditions and Buyer's Company-Specific Addendum (if any), except that in the event of any inconsistency, these Additional Terms and Conditions Applicable to Orders Issued under Government Contracts shall take precedence.

The effective version of each Federal Acquisition Regulation ("FAR"), Defense Federal Acquisition Regulation Supplement ("DFARS"), or NASA FAR Supplement ("NFS") clause shall be the version in effect at the time the associated U.S. Government Prime Contract was issued. While every effort has been made to include all potentially applicable FAR, DFARS and NFS clauses in this Addendum, any clause which is required under a statute or regulation to be included in an Order shall be considered to be included by operation of law, even if it has been omitted from this Addendum. If any of the FAR, DFARS or NFS clauses are expressly made inapplicable by a threshold amount or other limitation, they shall be self-deleting.

(a) **GOVERNMENT INSPECTION.** All goods (which term includes without limitation raw materials, components, equipment, intermediate assemblies, end products and technical data) shall be subject to inspection and test by the Government to the extent practicable at all times and places including the period of manufacture, and in any event prior to Government acceptance. Through any of its authorized representatives, the Government may inspect the plant or plants of Seller or any of Seller's subcontractors engaged in the performance of work under this Order. If any inspection or test is made by the Government on the premises of Seller or Seller's subcontractor(s), Seller shall provide and shall require such subcontractor to provide all reasonable access to such premises and facilities as well as assistance for the safety and convenience of the Government personnel in the performance of their duties. All inspections and tests by the Government shall be performed in a manner as will not

unduly delay the work. Seller shall include the substance of this clause in all subcontracts issued hereunder.

- (b) **PRICING OF ADJUSTMENTS.** When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clauses or any other provision of this Order, such costs shall be determined in accordance with Part 31 of the FAR and Part 231 (I) of the DFARS, including but not limited to DFARS §252.215-7000, Pricing Adjustments.
- (c) **TRUTH IN NEGOTIATIONS.** When applicable, Seller shall comply with the requirements of 10 U.S.C. §2306A, as currently amended, the "Truth in Negotiations Act" and the implementing FAR and DFARS as such requirements are or become applicable to this Order.
- (d) **INDEMNIFICATION.** Seller shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for any loss, cost or damages incurred by Buyer, including reasonable attorneys' fees, under Buyer's contract with its customer as a result of Seller's or its lower tier subcontractor's failure or refusal to comply with applicable U.S. Government Contract clauses.
- (e) **APPLICABILITY OF CLAUSES.** The clauses contained in the respective Government agency regulations referenced below are incorporated in the Order by reference, as applicable. Wherever appearing in these clauses, "Contractor" shall mean "Seller", and where noted or where necessary to derive proper meaning in a subcontract situation, "Contracting Officer" shall mean "Buyer", "Contract" shall mean the Order, and "Government" shall mean "Buyer or the Government." "Simplified Acquisition Threshold" and "Micro-Purchase Threshold" shall have the definitions set forth in FAR §2.101. "Certified Cost or Pricing Data Threshold" shall mean the amount set forth in FAR §15.403-4(a)(1) for submission of certified cost or pricing data.

Commercial Items. The column entitled "Applicable to Commercial Items?" below indicates whether a clause is applicable when the Seller is furnishing goods or services

that qualify as a “commercial item” under FAR §2.101. Upon request, Seller shall provide relevant documentation to support Seller’s assertion that its goods or services satisfy the definition of “commercial items” under FAR §2.101. Further, Sellers of commercial items per FAR Part 12 agree to all additional clauses in Buyer’s higher tier contract necessary for Buyer to satisfy its contractual obligations as they relate to the Order.

(f) **QUALITY REQUIREMENTS.** During performance on this Order, Seller’s quality control and inspection systems and manufacturing processes are subject to review, verification, and analysis by authorized Government representatives. Government inspection or release of Products prior to shipment is not required unless Seller is otherwise notified. A copy of this Order will be furnished to

Seller’s Government representative upon request.

(g) **GOVERNMENT CONTRACT FLOWDOWN REQUIREMENTS.** Seller must flow down applicable Government contract clauses to its sub-tier suppliers. Seller shall maintain on file all applicable representations and certifications provided by its sub-tier suppliers.

REQUIRED CERTIFICATIONS. The FAR, DFARS and NFS clauses identified herein may require the submission of certain information, certifications and/or representations. When requested by Buyer, Seller shall furnish any information, certification and/or representation necessary for compliance with such requirements or with Buyer’s policies.

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.202-1	Definitions	[Applies to all Orders]	YES
52.203-3	Gratuities	NOTE: As used in this clause, “Government” means “Buyer” (except “Government” means “Buyer or Government” in the phrase “to any officer or employee of the Government”), “hearing” means opportunity to be heard, and “in any competent court”, means “pursuant to the Disputes clause contained herein.” Termination under this Clause is for default. Seller shall cooperate with all investigations of possible gratuity violations, and shall establish a hotline for the reporting of such violations.	NO
52.203-5	Covenant Against Contingent Fees	[Applies to all Orders]	NO
52.203-6	Restrictions on Subcontractor Sales to the Government	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold]	YES
52.203-7	Anti-Kickback Procedures	[Applicable to subcontracts exceeding \$150,000]	NO
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	[Applies to all Orders]	NO
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	NOTE: In addition, Seller shall indemnify and hold Buyer harmless from and against any loss, cost or damage incurred by Buyer under Buyer’s contracts with its customers, including interest assessed by the Government, as a result of Seller’s or Seller’s Subcontractors’ violation of 41 USC 2102, 2103 or 2104).	NO
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	[Applicable to subcontracts exceeding \$150,000]	NO
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	[Applicable to subcontracts exceeding \$150,000]	NO
52.203-13	Contractor Code of Business Ethics and Conduct	[Applicable to subcontracts exceeding \$5.5 million with a performance period exceeding 120 days]	YES
52.203-14	Display of Hotline Poster(s)	[Applicable to subcontracts exceeding \$5.5 million unless performed entirely outside the United States]	NO

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	[Applicable to subcontracts funded in whole or in part with Recovery Act funds]	YES
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold]	NO
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	[Applies to all Orders]	YES
52.204-2	Security Requirements	NOTE: Delete paragraph (c) [Applicable to subcontracts that require access to classified information]	NO
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	[Applicable to contracts exceeding the Simplified Acquisition Threshold]	NO
52.204-7	System for Award Management	[Applicable to solicitations]	NO
52.204-9	Personal Identity Verification of Contractor Personnel	[Applies in accordance with (b) of the clause]	NO
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	[Applicable to subcontracts of \$30,000 or more]	YES
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	[Applicable when subcontractor may have Federal contract information residing in or transiting through its information system]	YES
52.207-4	Economic Purchase Quantity	[Applicable to all Orders]	NO
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	[Applicable to subcontracts exceeding \$35,000]	NO
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	[Applies to all Orders]	NO
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	[Applies to all Orders]	NO
52.211-5	Material Requirements	[Applies to all Orders]	NO
52.211-15	Defense Priority and Allocation Requirements	[Applicable to Priority Rated Orders]	YES
52.212-3	Offeror Representations and Certifications-Commercial Items	Commercial Items (CI)	CI ONLY
52.212-4	Contract Terms and Conditions-Commercial Items	Commercial Items (CI)	CI ONLY
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Execute Orders-Commercial Items	Commercial Items (CI)	CI ONLY

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.214-26	Audit and Records – Sealed Bidding	[Applicable to subcontracts expected to exceed the Certified Cost or Pricing Data Threshold]	NO
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data– Modifications–Sealed Bidding	[Applicable to subcontracts expected to exceed the Certified Cost or Pricing Data Threshold]	NO
52.214-28	Subcontractor Certified Cost or Pricing Data–Modifications– Sealed Bidding	[Applicable to subcontracts exceeding the Certified Cost or Pricing Data Threshold]	NO
52.215-2	Audit and Records – Negotiation	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold]	NO
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	NOTE: In addition, Seller shall indemnify and hold Buyer harmless from and against any loss, cost or damage incurred by Buyer under Buyer’s contracts with its customers, including interest assessed by the Government, as a direct or indirect result of Seller’s or Seller’s Subcontractors’ providing cost or pricing data that were not complete, accurate and current, or providing any other data that were not accurate, in connection with this provision. [Applicable to subcontracts expected to exceed the Certified Cost or Pricing Data Threshold]	NO
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	[Applicable to subcontracts which do not include FAR 52.215-10, but for which it is expected that certified cost or pricing data will be required for the pricing of modifications]	NO
52.215-12	Subcontractor Certified Cost or Pricing Data	NOTE: In addition, Seller shall indemnify and hold Buyer harmless from and against any loss, cost or damage incurred by Buyer under Buyer’s contracts with its customers as a direct or indirect result of Seller’s or Seller’s Subcontractors’ providing certificates based on defective cost or pricing data in connection with this provision. [Applicable to subcontracts exceeding the Certified Cost or Pricing Data Threshold]	NO
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	[Applicable to subcontracts to which FAR 52.215-11 is applicable]	NO
52.215-14	Integrity of Unit Prices & Alternate I	Note: Delete paragraph (b) [Applicable to subcontracts (other than subcontracts for services) expected to exceed the Simplified Acquisition Threshold]	NO
52.215-15	Pension Adjustments and Asset Reversions	[Applicable to subcontracts expected to exceed the Certified Cost or Pricing Data Threshold]	NO
52.215-16	Facilities Capital Cost of Money	[Applicable if subcontractor has included facilities capital cost of money in its proposal]	NO
52.215-17	Waiver of Facilities Capital Cost of Money	[Applicable if subcontractor has not included facilities capital cost of money in its proposal]	NO
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	[Applicable to subcontracts expected to exceed the Certified Cost or Pricing Data Threshold]	NO
52.215-19	Notification of Ownership Changes	[Applicable to subcontracts expected to exceed the Certified Cost or Pricing Data Threshold]	NO
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	[Applies to all Orders]	NO

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	[Applies to all Orders]	NO
52.215-22	Limitations on Pass-Through Charges— Identification of Subcontract Effort	[Applicable to solicitations which contain FAR 52.215-23]	NO
52.215-23	Limitations on Pass-Through Charges	[Applicable to subcontracts exceeding the Certified Cost or Pricing Data Threshold]	NO
52.216-7	Allowable Cost and Payment	[Applicable to cost-reimbursement and time and materials subcontracts]	NO
52.216-8	Fixed Fee	[Applicable to cost-plus-fixed-fee contracts (other than construction contracts)]	NO
52.216-10	Incentive Fee	[Applicable to cost-plus-incentive-fee contracts]	
52.219-8	Utilization of Small Business Concerns	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold]	YES
52.219-9	Small Business Subcontracting Plan	[Applicable to subcontracts exceeding \$700,000 unless subcontractor is a small business concern]	NO
52.219-16	Liquidated Damages -- Subcontracting Plan	[Applicable to subcontracts to which FAR 52.219-9 is applicable]	NO
52.222-1	Notice to the Government of Labor Disputes	[Applies to all Orders]	NO
52.222-3	Convict Labor	[Applicable if Order is above the Micro-Purchase Threshold of FAR 2.101]	NO
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	[Applicable to subcontracts exceeding \$150,000 that require or involve the employment of laborers and mechanics]	NO
52.222-17	Nondisplacement of Qualified Workers	[Applicable to subcontracts for services exceeding the Simplified Acquisition Threshold]	YES
52.222-19	Child Labor—Cooperation with Authorities and Remedies	[Applicable to subcontracts expected to exceed the Micro-Purchase Threshold]	NO
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	[Applies if Order exceeds \$15,000]	YES
52.222-21	Prohibition of Segregated Facilities	[Applies if FAR 52.222-26 is applicable]	NO
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	[Applicable to subcontracts expected to be \$10 million or more]	YES
52.222-26	Equal Opportunity	[Applies if Order exceeds \$10,000 Except for work performed outside the US]	YES
52.222-35	Equal Opportunity for Veterans	[Applicable to subcontracts of \$150,000 or more]	YES
52.222-36	Equal Opportunity for Workers with Disabilities	[Applicable to subcontracts exceeding \$15,000]	YES
52.222-37	Employment Reports on Veterans	[Applicable to subcontracts of \$150,000 or more]	YES

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	[Applicable to subcontracts exceeding \$10,000]	YES
52.222-41	Service Contract Labor Standards	[Applicable to all subcontracts for services]	YES
52.222-50	Combating Trafficking in Persons	[Applies to all Orders]	YES
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements	[Applicable to subcontracts for exempt services]	YES
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements	[Applicable to subcontracts for exempt services]	YES
52.222-54	Employment Eligibility Verification	[Applicable to subcontracts exceeding \$3,500]	YES
52.222-55	Minimum Wages Under Executive Order 13658	[Applies in accordance with paragraph (k) of the clause]	YES
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	[Applicable to subcontracts for which \$500,000 or more of goods or services may be obtained outside the U.S.]	NO
52.222-59	Compliance with Labor Laws (Executive Order 13673)	[Applicable to subcontracts exceeding \$500,000]	YES
52.222-60	Paycheck Transparency (Executive Order 13673)	[Applicable to subcontracts exceeding \$500,000]	YES
52.222-62	Paid Sick Leave Under Executive Order 13706	[Applies to all Orders]	YES
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	[Applicable to service or construction contracts, unless the contract will not involve the use of USDA-designated items]	NO
52.223-3	Hazardous Material Identification and Material Safety Data	[Applicable to subcontracts that require delivery of hazardous material as defined in FAR 23.301]	NO
52.223-6	Drug-Free Workplace	[Applies to all Orders]	NO
52.223-7	Notice of Radioactive Materials	[Applicable to all subcontracts for supplies which are or which contain radioactive material]	NO
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	[Applies to all Orders]	NO
52.223-15	Energy Efficiency in Energy-Consuming Products	[Applicable to subcontracts when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be (a) delivered; (b) acquired by the contractor for use in performing services at a federally-controlled facility; (c) furnished by the contractor for use by the Government; or (d) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance]	NO
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	[Applies to all Orders]	NO

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.224-3	Privacy Training	[Applicable when subcontractor employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records.]	YES
52.225-1	Buy American—Supplies	[Applies to all Orders]	NO
52.225-2	Buy American Certificate	[Applicable to solicitations which contain FAR 52.225-1]	NO
52.225-3	Buy American—Free Trade Agreements—Israeli Trade Act	[Applies to all Orders]	NO
52.225-5	Trade Agreements	[Applies to all Orders]	NO
52.225-8	Duty-Free Entry	[Applicable to subcontracts involving the importation of duty-free items, or other foreign supplies exceeding \$15,000]	NO
52.225-13	Restrictions on Certain Foreign Purchases	[Applies to all Orders]	NO
52.225-26	Contractors Performing Private Security Functions Outside the United States	[Applies to all Orders]	YES
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	[Applicable if Government Contracting Officer elects to add to contract]	NO
52.227-1	Authorization and Consent	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold]	NO
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringements	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold]	NO
52.227-3	Patent Indemnity	[Applicable to all items Except Commercial Items (CI)]	YES
52.227-9	Refund of Royalties	[Applicable to subcontracts in which royalties exceed \$250]	NO
52.227-10	Filing of Patent Applications – Classified Subject Matter	[Applicable to subcontracts that cover or are likely to cover classified subject matter]	NO
52.227-11	Patent Rights-Ownership by the Contractor	[Applies in accordance w/ paragraph (l) of the clause-Except Commercial Items (CI)]	NO
52.227-13	Patent Rights-Ownership by the Government	[Applies in accordance w/ paragraph (k) of the clause-Except Commercial Items (CI)]	NO
52.227-14	Rights in Data—General	[Applies to all Orders]	NO
52.227-19	Commercial Computer Software License	[Applies to all Orders]	NO
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems	[Applicable to subcontracts relating to major systems]	NO
52.227-22	Major System—Minimum Rights	[Applicable to subcontracts relating to major systems]	NO
52.228-3	Workers' Compensation Insurance (Defense Base Act)	[Applies to all Orders]	NO

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	[Applies to all Orders]	NO
52.228-5	Insurance—Work on a Government Installation	[Applies to all Orders]	NO
52.228-7	Insurance – Liability to Third Persons	[Applies to all Orders]	NO
52.229-3	Federal, State, and Local Taxes	[Applies to all Orders]	NO
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	[Applies to all Orders]	NO
52.229-6	Tax–Foreign Fixed-Price Contracts	[Applies to all Orders]	NO
52.229-8	Taxes – Foreign Cost-Reimbursement Contracts	[Applies to all Orders]	NO
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	[Applies to all Orders Except Commercial Items (CI)]	NO
52.230-2	Accounting Standards	[As Applicable-Except Commercial Items (CI)]	NO
52.230-3	Disclosure and Consistency of Cost Accounting Practices	[As Applicable-Except Commercial Items (CI)]	NO
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns	[As Applicable-Except Commercial Items (CI)]	NO
52.230-5	Cost Accounting Standards—Educational Institution	[Applicable to negotiated subcontracts, under contracts awarded to educational institutions, unless specified exceptions apply]	NO
52.230-6	Administration of Cost Accounting Standards	[Applies to all Orders]	NO
52.232-1	Payments	[As Applicable]	YES
52.232-8	Discounts for Prompt Payments	[As Applicable]	YES
52.232-11	Limitation on Withholding of Payments	[As Applicable]	YES
52.232-16	Progress Payments	[Applicable to fixed-price contracts under which the Government will provide progress payments based on costs]	NO
52.232-17	Interest	[Applies to all Orders]	NO
52.232-20	Limitation of Cost	[Applicable to fully funded cost-reimbursement contracts]	NO
52.232-22	Limitation of Funds	[Applicable to incrementally funded cost-reimbursement contracts]	NO
52.232-23	Assignment of claims	[As Applicable]	YES
52.232-32	Performance-Based Payments	[Applicable to fixed-price contracts under which the Government will provide performance-based payments]	NO
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	[Applicable to subcontracts with small business concerns]	YES

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.233-3	Protest After Award	[Applies to all Orders]	NO
52.233-4	Applicable Law Breach of Contract Claim	[Applies to all Orders]	NO
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	[Applies to all Orders Except Commercial Items (CI)]	NO
52.236-13	Accident Prevention	[Applies to all Orders Except Commercial Items (CI)]	NO
52.242-1	Notice of Intent to Disallow Costs	[Applies to all Orders]	NO
52.242-13	Bankruptcy	[Applies to all Orders]	NO
52.242-15	Stop-Work Order	[Applicable if Government Contracting Officer elects to add to contract]	NO
52.243-1	Changes-Fixed Price	[As Applicable]	YES
52.243-6	Change Order Accounting	[Applicable to supply and research and development subcontracts of significant technical complexity]	NO
52.244-2	Subcontracts & Alternate I	[Applies to all Orders]	NO
52.244-5	Competition in Subcontracting	[Applicable to subcontracts except if fixed price contract based on adequate competition or time and materials or labor hours contract]	NO
52.244-6	Subcontracts for Commercial Items	[Applies to all Orders]	NO
52.245-1	Government Property	NOTE: The following is added as paragraph (n): "Seller shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system." [Applicable to subcontracts that involve Government property]	NO
52.245-2	Government Property Installation Operation Services	[As Applicable]	NO
52.245-9	Use and Charges	[Applicable to all subcontracts that involve Government property]	NO
52.245-17	Reserved		
52.245-18	Reserved		
52.246-1	Contractor Inspection Requirements	[Applies to all Orders]	NO
52.246-8	Inspection of Research and Development—Cost-Reimbursement	[Applicable to cost-reimbursement contracts for research and development when the primary objective of the contract is the delivery of end items other than designs, drawings, or reports]	NO
52.246-16	Responsibility for Supplies	[As Applicable]	NO
52.246-24	Limitation of Liability-High Value Items	[As Applicable]	YES
52.247-1	Commercial Bill of Lading Notations	[Applies to all Orders]	NO
52.247-63	Preference for U.S. Flag Air Carriers	[Applicable to subcontracts that involve international air transportation]	NO
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	[Applicable to subcontracts that involve ocean transportation of supplies]	NO
52.248-1	Value Engineering	[Applies to all Orders Except Commercial Items (CI)]	NO

FAR Clause	Title	Applicability Conditions	Applicable to Commercial Items?
52.249-2	Termination for Convenience of the Government (Fixed-Price)	[Applies to all Orders]	YES
52.249-5	Termination for Convenience of the Government (Educational and other nonprofit institutions)	[Applies to all Orders]	NO
52.249-8	Default (Fixed-Price Supply and Service)	[Applies to all Orders]	NO
52.249-14	Excusable Delays	[Applies to all Orders]	NO
52.253-1	Computer Generated Forms	[Applicable to contracts that require the contractor to submit data on Standard or Optional Forms prescribed by the FAR]	NO
DFARS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	[Applies to all Orders]	YES
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contract-Related Felonies	[Except for Commercial Items (CI) Applicable to subcontracts exceeding the Simplified Acquisition (SA) Threshold]	NO
252.203-7002	Requirements to Inform Employees of Whistleblower Rights	[Applies to all Orders]	NO
252.203-7003	Agency Office of The Inspector General	[Applicable to subcontracts which include FAR 52.203-13]	YES
252.203-7004	Alternate A, System for Award Management	[Applicable to solicitations which include FAR 52.204-7]	NO
252.204-7000	Disclosure of Information	[Applies to all Orders]	NO
252.204-7002	Payment for Subline Items Not Separately Priced	[Applies to all Orders]	YES
252.204-7003	Control of Government Personnel Work Product	[Applies to all Orders]	YES
252.204-7004	Alternate A, System for Award Management	[Applicable to solicitations which include FAR 52.204-7]	NO
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	[Applies to all Orders]	YES
252.204-7009	Limitations on The Use or Disclosure of Third-Party Contractor Cyber Incident Reporting	[Applicable to subcontracts for services that include support for the Government's activities relating to safeguarding covered defense information and cyber incident reporting]	YES

DFARS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	NOTE: In addition, Seller shall (i) notify Buyer when submitting a request to vary from a security requirement, in accordance with paragraph (b)(2)(ii)(B) of this clause; and (ii) provide the incident report number, automatically assigned by DoD, to Buyer as soon as practicable, when reporting a cyber incident to DoD as required in paragraph(c) of this clause. Seller shall also report lower-tier subcontractor information it receives. [Applicable to subcontracts for operationally critical support or for which performance will involve covered defense information]	YES
252.204-7009	Limitations on The Use or Disclosure of Third-Party Contractor Cyber Incident Reporting	[Applicable to subcontracts for services that include support for the Government's activities relating to safeguarding covered defense information and cyber incident reporting]	YES
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	NOTE: In addition, Seller shall (i) notify Buyer when submitting a request to vary from a security requirement, in accordance with paragraph (b)(2)(ii)(B) of this clause; and (ii) provide the incident report number, automatically assigned by DoD, to Buyer as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause. Seller shall also report lower-tier subcontractor information it receives. [Applicable to subcontracts for operationally critical support or for which performance will involve covered defense information]	YES
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	[Applies to all Orders]	YES
252.205-7000	Provision of Information to Cooperative Agreement Holders	[Applies to all Orders]	NO
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	[Applies to all Orders]	NO
252.209-7001	Reserved		
252.209-7004	Subcontracting with Firms that owned or controlled by the Government of a Country that is a state sponsor of Terrorism	[Applicable to subcontracts of \$150,000 or more]	NO
252.211-7000	Acquisition Streamlining	[Applicable to subcontracts exceeding \$1.5 million for systems acquisition programs]	NO
252.211-7003	Item Unique Identification and Valuation	[Applies to all Orders]	YES
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	[Applicable to any subcontract to which FAR 52.219-9 applies]	NO
252.222-7000	Restriction on Employment of Personnel	[Applies to all Orders]	NO
252.222-7006	Restrictions on the use of Mandatory Arbitration Agreements	[Applicable to subcontracts exceeding \$1 million]	NO

DFARS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
252.222-7007	Representations Regarding Combating Trafficking in Persons	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold]	YES
252.223-7001	Hazardous Warning Labels	[Applicable to subcontracts requiring submission of hazardous material data sheets]	NO
252.223-7002	Safety Precautions for Ammunition and Explosives	[Applicable to subcontracts that involve ammunition or explosives]	NO
252.223-7004	Drug Free Workforce	[Applies to all Orders]	YES
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	[Applies to all Orders]	NO
252.223-7008	Prohibition of Hexavalent Chromium	[Applicable to subcontracts for supplies, maintenance and repair services, or construction]	YES
252.225-7000	Buy American-Balance of Payments Program Certificate-Basic	[Applicable (in lieu of FAR 52.225-2) to any Solicitation that includes DFARS 252.225-7001. However, if the solicitation includes FAR 52.204-7, do not separately list DFARS	YES
252.225-7001	Buy American and Balance of Payments Program-Basic	[Applicable unless one of the conditions in DFARS 225.1101(2) applies]	YES
252.225-7002	Qualifying Country Sources as Subcontractors	[Applies to all Orders]	NO
252.225-7004	Report of Intended Performance Outside the United States and Canada- Submission After Award	[Applicable to subcontracts expected to exceed \$700,000]	NO
252.225-7005	Identification of Expenditures in the United States	[Applies to all Orders]	YES
252.225-7006	Acquisition of the American Flag	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold, for acquisition of the American Flag]	YES
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	[Applicable to subcontracts for items on the U.S. Munitions List]	NO
252.225-7008	Restriction on Acquisition of Specialty Metals	[Applies to all Orders]	YES
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	NOTE: Delete paragraph (d) and paragraph (e)(1)	YES
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate	[Applies to all Orders]	YES
252.225-7012	Preference for Certain Domestic Commodities	[Applies to all Orders]	YES
252.225-7013	Duty-Free Entry	[Applies to all Orders]	NO
252.225-7014	Reserved		
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	[Applies to all Orders]	YES

DFARS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	[Applicable to subcontracts for items containing ball or roller bearings]	NO
252.225-7020	Trade Agreements Certificate-Basic	[Applicable (in lieu of FAR 52.225-6) to any solicitation that includes DFARS 252.225-7021. However, if the solicitation includes FAR 52.204-7, do not separately list DFARS 252.225-7020 in the solicitation.]	YES
252.225-7021	Trade Agreements	[Applies to all Orders]	YES
252.225-7025	Restriction on Acquisition of Forgings	[Applicable to subcontracts for forging items or for other items that contain forging items Except Commercial Items (CI)]	NO
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	[Applicable to subcontracts for supplies and services for international military education training and foreign military sales]	YES
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	[Applies to all Orders]	NO
252.225-7031	Secondary Arab Boycot of Israel	[Applicable to all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items.]	YES
252.225-7032	Waiver of United Kingdom Levies-Evaluation of Offers	[Applicable to solicitations if a U.K. firm is expected to (i) submit an offer or (ii) receive a subcontract exceeding \$1 million]	NO
252.225-7033	Waiver of United Kingdom Levies	[Applies to all Orders Except Commercial Items (CI)]	NO
252.225-7035	Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic	[Applicable (in lieu of FAR 52.225-4) to any solicitation that includes DFARS 252.225-7036. However, if the solicitation includes FAR 52.204-7, do not separately list DFARS 252.225-7035 in the solicitation.]	YES
252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program	[Applies to all Orders]	YES
252.225-7037	Evaluation of Offers for Air Circuit Breakers	[Applicable to solicitations exceeding the Simplified Acquisition Threshold, that require air circuit breakers for naval vessels]	NO
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	[Applicable to subcontracts exceeding the Simplified Acquisition Threshold, that require air circuit breakers for naval vessels]	YES
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	[Applies to all Orders]	YES
252.225-7043	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States	[All Orders-Except if subcontractor is a foreign government, a rep of a foreign government or a wholly owned operation of a foreign gov.]	YES
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	[Applicable to subcontracts exceeding \$500,000]	NO
252.227-7013	Rights in Technical Data Noncommercial Items	[Applies to all Orders]	YES

DFARS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	[Applies to all Orders]	NO
252.227-7015	Technical Data—Commercial Items	[Applies to all Orders-in Accordance w/ paragraph (e) of the clause]	YES
252.227-7016	Rights in Bid or Proposal Information	[Applies to all Orders-Except Commercial Items (CI)]	NO
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	[Applies to all Orders]	YES
252.227-7018	Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program	[Applicable to subcontracts under the SBIR program, where noncommercial technical data or computer software is to be obtained from the subcontractor for delivery to the Government]	NO
252.227-7019	Validation of Asserted Restrictions—Computer Software	[Applicable to subcontracts where subcontractor’s computer software is deliverable to Buyer/Government]	NO
252.227-7020	Rights in Special Works	[Applies to all Orders]	NO
252.227-7021	Rights in Data Existing Works	[Applies to all Orders]	NO
252.227-7022	Government Rights (Unlimited)	[Applies to all Orders]	NO
252.227-7023	Drawings and Other DAA Become Property of Government	[Applies to all Orders]	NO
252.227-7025	Limitations on The Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	[Applicable to subcontracts where it is anticipated that Buyer/Government will provide subcontractor technical data marked with another contractor’s restrictive legend]	NO
252.227-7026	Deferred Delivery of Technical Data or Computer Software	[Applies to all Orders]	NO
252.227-7027	Deferred Ordering of Technical Data or Computer Software	[Applies to all Orders]	NO
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	[Applies to all Orders]	NO
252.227-7030	Technical Data—Withholding of Payment	[Applies to all Orders]	NO
252.227-7032	Rights in Technical Data and Computer Software (Foreign)	[Applies to all Orders]	NO
252.227-7033	Rights in Shop Drawings	[Applies to all Orders]	NO
252.227-7037	Validation of Restrictive Markings on Technical Data	NOTE: Paragraph F of the Disputes clause of this Agreement shall be substituted in place of any reference to the Contract Disputes Act of 1978 and the procedures therein. [Applicable to subcontracts involving the delivery of technical data Except Commercial Items (CI)]	YES

DFARS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
252.227-7038	Patent Rights—Ownership by The Contractor (Large Business)	[Applicable to all subcontracts for experimental, developmental, or research work unless FAR 52.227-11 applies (i.e., work to be performed by a small business concern or nonprofit organization) or alternative patent rights clause is used in accordance with FAR 27.303(c) or (e).]	NO
252.227-7039	Patents - Reporting of Subject Inventions	[Applies to all Orders]	NO
252.228-7001	Ground and Flight Risk	[Applies to all Orders]	NO
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	[Applies to all Orders]	NO
252.228-7008	Relief from Import Duty (United Kingdom)	[Applicable to contracts awarded in the United Kingdom]	NO
252.229-7011	Reporting of Foreign Taxes—U.S. Assistance Programs	[Applies to Orders for Commodities that exceed \$500]	NO
252.231-7000	Supplemental Cost Principles	[Applicable to subcontracts which are subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6, and 31.7]	NO
252.232-7004	DoD Progress Payment Rates	[Applicable (in lieu of FAR 52.232-16 Alternate I) to progress payments, if the contractor is a small business or small disadvantaged business concern]	NO
252.235-7003	Frequency Authorization	[Applies in accordance with paragraph (d) of the clause-Except Commercial Items (CI)]	NO
252.234-7002	Earned Value Management System	[Applicable to subcontracts specified by Contracting Officer]	NO
252.234-7004	Cost and Software Data Reporting System-Basic	[Applicable to subcontracts exceeding \$50 million, that relate to major defense acquisition programs or major automated information system programs.]	NO
252.236-7000	Modification Proposals—Price Breakdowns	[Applicable to fixed price construction subcontracts]	NO
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, And Manufacturers	[Applicable to any subcontract that may require the acquisition of steel as a construction material, utilizing funds appropriated for military construction]	YES
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	[Applicable to subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties]	YES
252.237-7019	Training for Contractor Personnel Interacting with Detainees	[Applicable to subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties]	YES
252.239-7016	Telecommunications Security Equipment Devices, Techniques, and Services	[Applies in accordance with paragraph (e) of the clause-Except Commercial Items (CI)]	NO

DFARS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
252.239-7018	Supply Chain Risk	[Applicable to subcontracts for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at DFARS 239.7301]	YES
252.242-7004	Material Management and Accounting System	[Applicable to any subcontract that is either (a) cost-reimbursement or (b) fixed price with progress/other financing payments]	NO
252.243-7001	Pricing of Contract Modifications	[Applicable to fixed price adjustments]	NO
252.244-7000	Subcontracts for Commercial Items	[As applicable]	YES
252.245-7001	Tagging, Labeling, And Marketing of Government-Furnished Property	[Applicable to subcontracts that include FAR 52.245-1]	NO
252.246-7000	Material Inspection and Receiving Report	[Applicable to solicitations and contracts when there will be separate and distinct deliverables, even if the deliverables are not separately priced.]	NO
252.246-7001	Warranty of Data	[Applicable to subcontracts that include DFARS 252.227-7013, The Warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this Contract "Government" and Contracting Officer" shall mean Byer]	NO
252.246-7003	Notification of Potential Safety Issues	NOTE: Subcontractor must notify Buyer, the Administrative Contracting Officer, and the Procuring Contracting Officer of nonconformances or deficiencies within the scope of paragraph (b).	YES
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	[Applies to all Orders]	NO
252.246-7008	Sources of Electronic Parts	[Applicable to subcontracts for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer]	YES
252.247-7023	Transportation of Supplies by Sea	[Applies in accordance with paragraph (c) of the clause]	YES
252.247-7024	Notification of Transportation of Supplies by Sea	[Applies to all Orders-Specific requirements in accordance with paragraph (b)]	NO
252.249-7002	Notification of Anticipated Contract Termination or Reduction	[Applicable to subcontracts of \$150,000 or more under major defense programs]	NO
NFS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
1852.204-76	Security Requirements for Unclassified Information	[Applicable to subcontracts for which performance requires contractor to (i) have physical or electronic access to NASA's computer systems, networks, or IT infrastructure, or (ii) use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system]	NO
1852.223-70	Safety and Health Measures and Mishap Reporting	[Applicable to subcontracts to which FAR 52.227-11 applies]	NO

NFS Clause	Title	Applicability Conditions	Applicable to Commercial Items?
1852.227-11	Patent Rights-Ownership by the Contractor	[Applicable to subcontracts to which FAR 52.227-14 applies]	NO
1852.227-14	Rights in Data-General	[Applicable to subcontracts with other than a small business firm or a nonprofit organization, if the work is to be performed in the U.S., and has as a purpose the performance of experimental, developmental, research, design, or engineering work]	NO
1852.227-70	New Technology—Other Than a Small Business Firm or Nonprofit Organization	[Applicable to solicitations that include NFS 1852.227-70]	NO
1852.227-71	Request for waiver of Rights to Inventions	[Applicable to subcontracts to which either FAR 52.227-11 or NFS 1852.227-70 applies]	NO
1852.227-72	Designation of New Technology Representative and Patent Representative	[Applicable to subcontracts where the performance of research, experimental design, engineering, or developmental work is contemplated, if the work is to be performed outside the U.S. by contractors that are not domestic firms]	NO
1852.227-85	Invention Reporting and Rights--Foreign	[Applicable to subcontracts where contractor personnel will be working onsite at a NASA facility]	NO
1852.242-72	Denied Access to Nasa Facilities	[Applicable solicitations and contracts where contractor personnel will be working onsite at a NASA facility]	NO
1852.244-70	Geographic Participation in The Aerospace Program	[Applicable to all research and development solicitations and contracts of \$500,000 or over that will be performed within the United States.]	NO