Meggitt (Sensorex) SAS

Supplemental Terms of Purchase – FAR/DFARS Clauses

Issuing date: December 2022 **Approved by: USG COE**

A. INTRODUCTION.

Goods furnished under this purchase order are for use under a United States (US) Government prime contract or subcontract. Seller shall comply with all applicable US Government provisions and clauses identified by Buyer ("Buyer" is defined as the Meggitt site placing the order) as flow-down provisions for any order, including Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), or other agency supplemental contract provisions (together "FAR Clauses").

1. The clauses set out below are each incorporated by reference with the same force and affect as if they were given full text and made part of this Order in addition to Buyer's Global Standard Purchasing Conditions. These FAR and DFARS clauses are available at www.acquisition.gov and by acceptance of this Order, Seller acknowledges and agrees to such incorporation by reference. The clauses apply to this Order in accordance with the regulatory language of prescription in the controlling FAR/DFARS Part or clause, such as limiting the applicability to particular types of subcontracts, subcontracts exceeding certain thresholds in monetary value, the location of performance or the size status of the Seller. Notwithstanding the foregoing, Flow-down Clauses listed below apply to this Order. Some clauses are expressly mandated for flow-down and other clauses are incorporated as Buyer has determined it appropriate to incorporate clauses to satisfy prime agreement requirements.
2. Seller shall incorporate applicable Flow-Down Clauses into each lower-tier subcontract placed in support of this Order, as required by the individual clause. The applicable version date of such provisions is the version date as of the date the Order is executed unless otherwise specified in the Order. To the extent there is a conflict or overlap between the Flow-down Clauses and the Global Standard Purchasing Conditions, the language shall be read to the maximumextent possible to render the clauses compatible, including by using the interpretation most restrictiveof the requirements in Buyer's favor. If any of the clauses are not applicable by their terms, they shall be self-deleting.
3. Seller shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or prohibition of allocation or any other civil, criminal or administrative liability, whether arising under statute, regulation, contractor common law and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses arising from Seller's failure to comply with applicable Flow-down Clauses. Seller shall reimburse Buyer for any loss by or damage to Buyer in the event that Buyer or Buyer's customer makes a determination that, where applicable, Seller failed to furnish Buyer with any certified cost or pricing data or failed to provide the current, accurate and complete version of such data; failed to provide or comply with certifications as required by the Flow-down Clause; or failed to take any such other action required by the Flow-down Clauses.
4. Any reference to a "Disputes" clause shall mean the disputes provision of this Order. Pending resolution of any dispute arising under this Order, which incorporates FAR or DFARS clauses, Seller will proceed diligently as directed by Buyer with the performance of this Order. Notwithstanding any choice of law provision, any provision in this Order that is: (i) incorporated in full text or by reference below to FAR or DFARS, or (ii) that is substantially based on any FAR or DFARS provision below or on any agency regulation interpreting such FAR or DFARS provisions, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Government. No FAR or DFARS provision herein shall establish privacy between Seller and Buyer's customer, nor permit

Seller to make direct claims against Buyer's customer. Notwithstanding any FAR or DFARS provisions below, the Contract Disputes Act shall not apply to this Order, except as permitted by Buyer for disputes with Buyer's customer.

5. Seller agrees that its books, records and facilities or such parts of its facilities as may be engaged in the performance of this Order, shall at all reasonable times be subject to inspection and audit by Buyer and, to the extent provided by the Flow-down Clauses, any authorized representatives of the US Government or Buyer's Customer. Seller hereby grants to Buyer the right to examine at reasonable times its relevant books, records and data that permit the adequate evaluation of (1) cost and pricing data and of any claims/proposals submitted by Seller pursuant to the Flow-down Clauses; (2) its security and data protection procedures as required below; and (3) its quality, counterfeit detection and avoidance, testing and inspection procedures as required below. Seller shall allow Buyer and Buyer's customer to reasonably review Seller's compliance with applicable FAR and DFARS provisionsbelow, upon request.

6. Intellectual Property Rights. All FAR 52.227/DFARS 252.227 terms on intellectual property are as defined in FAR 27 or DFARS 227 or applicable agency regulations. Seller acknowledges and agrees that any rights in technical data and computer software to be granted to the US Government will be determined in accordance with the provisions set forth herein under FAR Part 27 and DFARS Part 227 based upon the specific technical data and computer software purchased and/or delivered under this Order and the assertions of restrictions on use, release or disclosure of Seller's intellectual property that are provided to Buyer for delivery to the US Government, in order to fulfill Buyer's obligations under Buyer's customer's contract. Under any referenced FAR 52.227 or DFARS 252.227 provision below, the rights granted are vested in the US Government, except that Seller grants Buyer an irrevocable, nonexclusive royalty-free worldwide license to sell and use Seller's technical data and computer software delivered in the performance of this Order, to the extent needed to fulfill Buyer's obligations under its customer's US Government contract or subcontract pursuant to which this Order is issued. Seller shall identify and assert prior to Order award any Seller's rights in technical data and software delivered with other than unlimited rights as required by the applicable FAR or DFARS provision, and all technical data and software submissions shall be to Buyer. To the extent there are any conflicts between this provision and Buyer's Global Standard Purchasing Conditions clauses, the applicable FAR 52.227/DFARS 252.227 provisions below prevail. Nothing in this provision shall restrict the rights of the U.S. Government in the intellectual property it owns or has a right to use.

7. Except as otherwise provided in this provision, whenever necessary to make the context of the clauses applicable to this Order, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, the term "Government," "Contracting Officer ," and equivalent phrases shall mean Buyer, except that the terms "Government" and "Contracting Officer" shall not change in the Government Property, patent, intellectual property or data rights clauses incorporated herein, or when a right, act, authorization or obligation can be granted or performed only by the US Government or the Contracting Officer or a duly authorized representative, in which case Seller grants Buyer such additional rights as are needed to perform such clause under Buyer's contract with its customer. These FAR and DFARS clauses apply to Seller in a manner which reflects the position of Seller as a subcontractor to Buyer, to ensure Seller's obligations to Buyer and to the US Government and to enable Buyer to meet its obligations under its contract or subcontract with Buyer's customer.

8. The clauses listed below may require the submission of certifications and representations. Seller shall furnish any certification or representation required under these Flow-down Clauses. Failure to provide a certification or representation by Seller shall be interpreted to mean that Seller complies with the Flow-down Clause in the most restrictive sense of performance, in favor of Buyer. By accepting this order, Seller certifies and warrants that the representations and certifications submitted to Buyer previously or with Seller's quote/proposal for this order (as applicable) remain valid from the date of submission until the conclusion of this Order. Seller agrees to provide immediate written notice to Buyer if any of the Seller's certifications and representations change at any time from the date of Seller's acceptance of this order throughSeller's performance and closeout of this order; such notice shall not constitute a waiver of Seller's obligations toperform as previously certified.

9. If this is a DPAS-rated order, Seller is required to follow all the provisions of the Defense Priorities and Allocation System Regulation 15 CFR 700 unless an exemption applies.

10. NO WORK PERFORMED UNDER THIS ORDER WILL BE PERFORMED IN A US FACILITY WHICH IS IN VIOLATION OF THE STANDARDS, ORDERS OR REGULATIONS ISSUED PURSUANT TO THE CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ) OR THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251 ET SEQ).
11. BY ACCEPTANCE OF THIS PURCHASE ORDER, THE SELLER CERTIFIES THAT NEITHER THE SELLER NOR ITS PRINCIPALS ARE DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT BY THE US FEDERAL GOVERNMENT.

The following Flow-down Clauses apply to this Purchase Order. The definitions of FAR 2-101 shall apply to these clauses, including the determinations on whether a supplier item is a commercial product or service. All currency referenced is in US dollars.

B. CLAUSES APPLICABLE TO COMMERCIAL PRODUCTS OR SERVICES

This Section shall be used for the acquisition of supplies or services that meet the definitions of "commercial product" or "commercial service" at FAR 2.101, and for which a proper assertion is documented and approved by Buyer.

In accordance with DFARS 252.244-7000(c)(1), Subcontracts for Commercial Items, the Seller shall treat as commercial items any items valued at less than $10,000 per item that were purchased by Seller for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.

The Seller shall include the terms of this clause, including this paragraph, in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

	FAR Clauses	
Clause No.	**Clause Title**	**Applicability**
52.203-13	Contractor Code of Business Ethics and Conduct	Subcontracts exceeding the threshold specified in FAR 3.1004(a) ($6,000,000) on the date of subcontract award, and have a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Subcontracts funded in whole or in part with Recovery Act funds.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Subcontracts, other than personal services contracts with individuals.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Subcontracts including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Subcontracts including subcontracts for the acquisition of commercial products or commercial services.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data-Modifications	Subcontracts if it is reasonably certain that certified cost or pricing data or data other than certified cost or pricing data will be required for modifications. Clause provides instructions to subcontractors on how to request an exception from the requirement to submit certified cost or pricing data.
52.219-8	Utilization of Small Business Concerns	Subcontract expected to exceed the simplified acquisition threshold unless it will be performed entirely outside of the United States and its outlying areas.($250,000)
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (DEVIATION 2020-O0019)(Dec 2021)	Subcontracts which exceed the micro-purchase threshold at FAR Part 2.101.
52.222-21	Prohibition of Segregated Facilities	Subcontracts and purchase orders subject to the Equal Opportunity clause (52.222-26).($10,000 threshold)
52.222-26	Equal Opportunity	Subcontracts exceeding $10,000 unless work is performed outside the United States by employees who were not recruited within the United States. FAR 22.807(b)(1 and 2)
52.222-35	Equal Opportunity for Veterans	Subcontracts exceeding $150,000 unless work is performed outside the United States by employees recruited outside the United States or orders of the Secretary of Labor. FAR 22.1310(a)(1)(i)
52.222-36	Equal Opportunity for Workers with Disabilities	Subcontract in excess of $15,000 and both the performance of the work and the recruitment of workers will occur outside the United States. FAR 22.1408(a)(1)
52.222-37	Employment Reports on Veterans	Subcontracts exceeding $150,000 unless work is performed outside the United States by employees recruited outside the United States or orders of the Secretary of Labor.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	Subcontracts that exceed $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009. ($10,000 threshold)
52.222-50	Combating Trafficking in Persons	Subcontracts and contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that- (i) Is for supplies , other than commercially available off-the-shelf items, acquired outside the United States , or services to be performed outside the United States ; and (ii) Has an estimated value that exceeds $550,000.

		(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
52.222-54	Employment Eligibility Verification	Subcontracts for services (except for commercial services that are part of the purchase of a COTS item), has a value of more than $3500 and includes work performed in the US.)
52.222-55	Minimum Wages for Contractor Workers under Executive Order 13658	Subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. "Contracting Officer" means "Meggitt."
52.222-62	Paid Sick Leave Under Executive Order 13706	Subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.223-3	Hazardous Material Identification and Material Safety Data	All subcontracts that involve hazardous materials.
52.223-7	Notice of Radioactive Materials	Subcontracts for items containing radioactive materials. (The blank in paragraph (a) shall be "30")
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Subcontracts for items containing or manufactured with ozone-depleting substances.
52.224-3	Privacy Training	Subcontracts when employees will have access to a system of records; 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.
52.225-1	Buy American – Supplies	**Pursuant to DFARS 225.1101(2)(i) this clause is not for DoD use.** Use the basic or the alternate of the clause at 252.225-7001, Buy American and Balance of Payments Program, instead of the clause at FAR 52.225-1, Buy American—Supplies, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.
52.225-5	Trade Agreements	Subcontracts if the World Trade Organization Government Procurement Agreement applies, i.e., the acquisition is of end products listed at 225.401-70, the value of the acquisition equals or exceeds $182,000, and none of the exceptions at 25.401(a) applies.
52.225-13	Restrictions on Certain Foreign Purchases	All subcontracts
52.225-26	Contractors Performing Private Security Functions Outside the United States	Subcontracts that will be performed outside the United States in areas of Combat operations, as designated by the Secretary of Defense; or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.
52.232-40	Providing Accelerated Payments to Small	Subcontracts with small business concerns, including

	Business Subcontractors	subcontracts with small business concerns for the acquisition of commercial products or commercial services.
52.244-6	Subcontracts for Commercial Products or Services	All subcontracts
52.245-1	Government Property	All Subcontracts. Government property includes both Government-furnished and Contractor-acquired property.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Subcontracts excluding acquisitions of commercial products or commercial services
	DFARS Clauses	
Clause No.	**Clause Title**	**Applicability**
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	All subcontracts
252.203-7003	Agency Office of the Inspector General	All subcontracts
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Subcontracts except for commercially available off-the-shelf (COTS) items.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	Subcontracts including subcontracts for the acquisition of commercial items.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Subcontracts including subcontracts for the acquisition of commercial items.
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	Subcontracts except for commercially available off-the-shelf (COTS) items.
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Subcontracts except for commercially available off-the-shelf (COTS) items.
252.204-7021	Cybersecurity Maturity Model Certification Requirement	(Applicable if prime contract requirement document or statement of work requires a specific CMMC level, Excluding Commercial Off The Shelf Items)
252.211-7003	Item Unique Identification and Valuation	Subcontracts including subcontracts for the acquisition of commercial products or services.
252.211-7006	Passive Radio Frequency Identification	Deleted per DFARS Case 2022-D020, 10/28/2022 Subcontracts which specifically require within the Order supplier to affix passive RFID tags, at the case- and palletized-unit-load packaging levels.
252.211-7007	Reporting of Government-Furnished Property	Subcontracts where subcontractor is in possession of government property
252.215-7002	Cost Estimating System Requirements	Subcontracts awarded on the basis of certified cost or pricing data.
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Basic	Subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. ($250,000)
252.217-7003	Changes	All subcontracts
252.223-7001	Hazard Warning Labels	Subcontracts which require submission of hazardous material data sheets
252.223-7008	Prohibition of Hexavalent Chromium	Subcontracts including subcontracts for the acquisition of

		commercial items.
252.225-7001	Buy American and Balance of Payments Program-Basic	All Subcontracts
252.225-7002	Qualifying Country Sources as Subcontractors	All Subcontracts
252.225-7004	Report of Intended Performance Outside the United States and Canada-Submission after Award	Subcontracts above $750,000.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist ChineseMilitary Companies	Subcontracts for items covered by the United States Munitions List or the 600 Series of the Commerce Control List
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Subcontracts including subcontracts for the acquisition of commercial items. (Paragraphs (a) through (c) and paragraph (e)(2) per 225.7003-5(a)(2).
252.225-7012	Preference for Certain Domestic Commodities	Subcontracts, including subcontracts using FAR part 12 procedures for the acquisition of commercial items.
252.225-7021	Trade Agreements	Applies in lieu of FAR 52.225-5. Subcontracts if the Work contains other than U.S.-made, qualifying country, or designated country end products.
252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program	This clause replaces FAR 52.225-3. DFARS 225.1101(10)(i).
252.225-7048	Export-Controlled Items	All subcontracts
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	Subcontracts for items containing a covered material, including commercial items, unless an exception in paragraph (c) of this clause applies.
252.225–7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	All subcontracts
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Subcontracts exceeding $500,000
252.227-7013	Rights in Technical Data—Noncommercial Items	Subcontractor will provide technical data for noncommercial items, or for commercial items developed in any part at government expense
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer SoftwareDocumentation	Subcontracts which require delivery of computer software or computer software documentation
252.227-7015	Technical Data--Commercial Items	Subcontracts whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government.
252.227-7019	Validation of Asserted Restrictions—Computer Software	Subcontracts which require delivery of computer software
252.227-7025	Limitation on the Use or Disclosure of Government-furnished Information Marked with Restrictive Legends	Subcontracts when either DFARS clauses 252.227-7013 or 252.227-7014 is used. No substitution is made for "Government".
252.227-7037	Validation of Restrictive Markings on Technical Data	Subcontracts and other contractual instruments including subcontracts for commercial items requiring the delivery of technical data.

252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	Subcontracts with small business concerns, including those for the acquisition of commercial items.
252.243-7002	Requests for Equitable Adjustment	All subcontracts. Allows Buyer to pass Seller Request for Equitable Adjustment to customer.
252.244-7000	Subcontracts for Commercial Items	Subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.
252.245-7002	Reporting Loss of Government Property	This clause applies when FAR clause 52.245-1 is applicable to the Order.
252.245-7003	Contractor Property Management System Administration	This clause applies when FAR clause 52.245-1 is applicable to the Order.
252.245-7004	Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006) (Nov 2021)	This clause applies when FAR clause 52.245-1 is applicable to the Order.
252.246-7001	Warranty of Data	Subcontracts which require delivery of technical data
252.246-7003	Notification of Potential Safety Issues	Subcontracts, including subcontracts for commercial items for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for the foregoing items; Notice in (c) shall be to Buyer and notice shall be as provided in (f)(2) without modification of terms
252.246-7007	Contractor Counterfeit Part Detection and Avoidance System	Subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts
252.246-7008	Sources of Electronic Part	Subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.
252.247-7023	Transportation of Supplies by Sea—Basic	All subcontracts. If subcontract is below simplified acquisition threshold only as provided in paragraphs (a) through (e).
252.249-7002	Notification of Anticipated Contract Termination or Reduction	All subcontracts. Notice to subcontractors as provided in paragraph (c).

C. ADDITIONAL CLAUSES APPLICABLE TO ALL NONCOMMERCIAL FIRM FIXED PRICE ORDERS

(Supplier shall consider all Section B and Section C clauses applicable for noncommercial fixed price orders)

	FAR Clauses	
Clause No.	**Clause Title**	**Applicability**
52.203-3	Gratuities	Subcontracts exceeding $250,000
52.203-6	Restrictions on Subcontractor Sales to the Government	Subcontracts which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award. ($250,000) No substitution for “Government”)

52.203-7	Anti-Kickback Procedures	Subcontracts exceeding the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award ($150,000) (Excluding(c)(1) and "Prime Contractor" shall mean Buyer; no substitutions for Contracting Officer;"Subcontractor" shall mean Seller and Seller's Sellers). Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer may..."
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Subcontracts exceeding $250,000
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Subcontracts exceeding $150,000
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Subcontracts exceeding $150,000
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.($250,000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Subcontracts exceeding $35,000. Not applicable to commercial or commercial off the shelf products and no substitution for "Government"
52.211-5	Material Requirements	All Subcontracts
52.215-14	Integrity of Unit Prices	Subcontracts exceeding $250,000. Not applicableto commercial items
52.219-9	Small Business Subcontracting Plan	Subcontract exceeding $750,000 unless the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.
52.222-50	Combating Trafficking in Persons	All subcontracts
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Subcontracts exceeding the micropurchase threshold as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award ($10,000).
52.225-8	Duty-Free Entry	Subcontracts with supplies identified as duty-free entry that will be imported into the United States or foreign supplies in excess of $15,000.
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan	Representation and Certification
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or TransactionsRelating to Iran	Representation and Certifications
52.227-1	Authorization and Consent	Subcontracts exceeding the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. ($250,000) (Not applicable if both complete performance and delivery are outside of the US)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Subcontracts exceeding the simplified acquisition threshold, as defined in Federal Acquisition Regulation

		(FAR) 2.101 on the date of subcontract award. ($250,000) (Not applicable if both complete performance and delivery are outside the US)
52.227-9	Refund of Royalties (Apr 1984)	Subcontracts if royalties paid exceed $250.
52.227-11	Patent Rights—Ownership by the Contractor	Subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.
52.227-14	Rights in Data-General Data Rights	All subcontracts. In paragraph (b) Allocation of Rights, the term "Government" does not change and the term "Contractor" changes to "Seller" rather than "Buyer." The term "Contracting Officer" does not change in the first sentence of paragraph (c)(1) and in paragraph (e).
52.233-3	Protest After Award	All subcontracts. Prime is authorized to issue stop work order to subcontractor in the event of protest by competitor.
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	All subcontracts
52.236-13	Accident Prevention	Subcontracts for services is to be performed at Government facilities and technical representatives advise that special precautions are appropriate.
52.242-15	Stop-Work Order	All subcontracts
52.243-1	Changes – Fixed Price	All subcontracts. For changes directed for the US Government.
52.246-2	Inspection of Supplies-Fixed Price	All subcontracts
52.246-11	Higher-Level Contract Quality Requirement	Subcontracts for critical/complex items (FAR 46.203(b) and (c)) or when the technical requirements require: Control of design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
52.246-26	Reporting Nonconforming Items	All subcontracts excluding for commercial items
52.247-63	Preference for U.S.-Flag Air Carriers	Subcontract or that may involve international air transportation. Exclude commercial products
52.248-1	Value Engineering	Subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include in subcontracts of lesser value. ($250,000)
52.249-2	Termination for Convenience of the Government (Fixed Price)	All subcontracts. Prime contractor shall have the right to terminate subcontract should the government terminate the prime agreement. This clause is revised as follows: (1) Paragraph (c): Change 120 days to 30 days. (2) Paragraph (d): Plant clearance procedures are omitted. (3) Paragraph (e): The time for submission of the final termination settlement proposal is changed from "1 year" to "3 months" from the effective date of the termination. (4) Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from "90 days" to "30 days" from the effective date of the termination.

	DFARS Clauses	
Clause No.	**Clause Title**	**Applicability**
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Applicable if Order exceeds $250,000. Not applicable if Order is for commercial items
252.204-7000	Disclosure of Information	All subcontracts
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	All subcontract except if the item being purchased contains no precious metals.
252.209-7004	Subcontracting With Firms That are Owned or Controlled by the Government of aTerrorist Country	Subcontract in excess of $35,000, other than a subcontract for a commercially available off-the-shelf item
252.209-7010	Critical Safety Items	Subcontracts when identified anywhere in the product's definition documents, this clause applies to a part, equipment or system whose failure could cause a catastrophic or critical failure resulting in loss of or serious damage to the next higher assembly level product, aircraft or weapon system; or jeopardize product safety.
252.215-7008	Only One Offer	Subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. ($250,000)
252.217-7001	Surge Option	Subcontracts which require surge option
252.217-7009	Default	All subcontracts
252.225-7013	Duty-Free Entry	Subcontracts for Qualifying country components; or Nonqualifying country components for which the Contractor estimates that duty will exceed $200 per unit.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Subcontracts except for commercial items or for supplies not containing ball or roller bearings.
252.225-7033	Waiver of United Kingdom Levies	Subcontract for supplies where a lower-tier subcontract exceeding $1 million with a U.K. firm is anticipated.
252.227-7016	Rights in Bid or Proposal Information	All subcontracts
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	All subcontracts
252.227-7026	Deferred Delivery of Technical Data or Computer Software	All subcontracts
252.227-7027	Deferred Ordering of Technical Data or Computer Software	All subcontracts
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	All subcontracts
252.227-7030	Technical Data–Withholding of Payment	All subcontracts
225.228-7001	Ground and Flight Risk	All subcontracts
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Nov 2019) (Applicable if Order involves the manufacture, modification, overhaul, or repair of aircrafts, missiles, and space launch vehicles or components thereof	All subcontracts

252.235-7003	Frequency Authorization	Applicable only to Orders for developing, producing, constructing, testing, or operating a device requiring a frequency authorization
252.243-7001	Pricing of Contract Modifications	All subcontracts

D. ADDITIONAL CLAUSES APPLICABLE TO ALL FIRM FIXED PRICE ORDERS TO SELLERS PERFORMING IN THE UNITED STATES

(Supplier shall consider all Section B, Section C, and Section D clauses applicable for noncommercial fixed price orders **for Seller performing in the United States**)

	FAR Clauses	
Clause No.	**Clause Title**	**Applicability**
52.211-15	Defense Priority and Allocation Requirements	Subcontracts for rated orders
52.219-16	Liquidated Damages—Subcontracting Plan	Subcontracts exceeding $750,000
52.222-4	Contract Work Hours and Safety Standards– Overtime Compensation	Subcontracts involving the employment of laborers and mechanics
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding $15,000	All subcontracts
52.222-41	Service Contract Labor Standards	Subcontracts subject to the Service Contract Labor Statute
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts forMaintenance, Calibration, or Repair of Certain Equipment—Requirements	Subcontracts for exempt services
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts forCertain Services – Requirements	Subcontracts for exempt services
52.222-54	Employment Eligibility Verification	Subcontracts with value over $3500 for 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) and includes work performed in the United States.

	DFARS Clauses	
Clause No.	**Clause Title**	**Applicability**
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Subcontracts where Buyer order exceeds $1,000,000 and is not for commercial items

E. ADDITIONAL CLAUSES APPLICABLE TO ALL FIRM FIXED PRICE ORDERS TO SELLERS OVER $2,000,000 (Supplier shall consider all Section B, Section C, Section D (if performed in United States), and Section E clauses applicable for noncommercial fixed price orders exceeding $2,000,000)

	FAR Clauses	
Clause No.	**Clause Title**	**Applicability**
52.203-13	Contractor Code of Business Ethics and Conduct	Subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days. ($6,000,000)
52.203-14	Display of Hotline Poster(s)	Subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days. (Not applicable if Order is for product or commercial service or for performance entirely outside the United States) ($6,000,000)
52.203-16	Preventing Personal Conflicts of Interest	Subcontracts that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).
52.215-2	Audit and Records – Negotiation	Subcontracts which require certified cost or pricing data under FAR 15.403-1 or cost, funding, or performance reports
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Subcontracts which require certified cost or pricing data under FAR 15.403-1
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	Subcontracts which require certified cost or pricing data under FAR 15.403-1
52.215-12	Subcontractor Certified Cost or Pricing Data(DEVIATION 2022-O0001)(OCT 2021)	Subcontracts that exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4 when entered into. FAR 52.215-12(c).
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications(DEVIATION 2022-O0001)(OCT 2021)	Subcontracts that exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later. FAR 52.215-13(d).
52.215-15	Pension Adjustments and Asset Reversions	Subcontracts with required certified cost or pricing data or for which any preaward or postaward cost determinations will be subject to part 31. Exceeds $2,000,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403-1

52-215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Subcontracts with required certified cost or pricing data or for which any preaward or postaward cost determinations will be subject to part 31. Exceeds $2,000,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403- 1
52.215-19	Notification of Ownership Changes (Applicable if Order exceeds $2,000,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403-1)	Subcontracts which required certified cost or pricing data or for which any preaward or postaward cost determinations will be subject to part 31. Exceeds $2,000,000 unless otherwise exempt from certified cost or pricing data under FAR 15.403- 1
52.215-23	Limitations on Pass-Through Charges	Cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4 on the date of subcontract award. ($2,000,000) unless otherwise exempt from certified cost or pricing data under FAR 15.403-1, and certified cost or pricing data is required to be submitted in connection with the award of this Order.
52.230-2	Cost Accounting Standards	Subcontracts (except paragraph (b)) in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award. ($2,000,000).
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Subcontracts (except paragraph (b)) in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award. ($2,000,000).
52.230-4	Disclosure and Consistency of Cost Accounting Practices—Foreign Concerns	Subcontracts (except paragraph (b)) in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award. ($2,000,000).
52.230-6	Administration of Cost Accounting Standards	Subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, 52.230-4, or 52.230-5.

	DFARS Clauses	
Clause No.	**Clause Title**	**Applicability**
252.203-7004	Display of Hotline Posters (Aug 2019	Subcontracts which exceed $6,000,000 (Not applicable if Order is for commercial products or services.)
252.215-7009	Proposal Adequacy Checklist	Subcontracts which require certified cost or pricing data. ($2,000,000)
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	Subcontracts exceeding $5,000,000. (Not applicable if Order is for commercial products or services.

Revisions

Date	Changes
November 2022	Original Issue
December 2022	Section B, Add 252.225–7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region