

UNITED TECHNOLOGIES CORPORATION

U.S. Government Provisions and Clauses for Orders under U.S. Government Contracts

1. General

- 1.1. If an Order is placed at any tier under a Prime Contract awarded by the U.S. Government, additional U.S. Government provisions ("U.S. Government Contract Clauses") shall apply. In the event of a conflict between a provision in this document and Buyer's Standard Terms and Conditions of Purchase, the Standard Terms and Conditions of Purchase shall control to the extent permitted by law.
- 1.2. While Buyer has made every effort to include every potentially applicable U.S. Government Contract Clause in this document, U.S. Government Contract Clauses, the inclusion of which in a subcontract is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from the Order.
- 1.3. Supplier shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontract placed in support of this Order.
- 1.4. Supplier 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 all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Supplier's subcontractors' failure to comply with the applicable U.S. Government Contract Clauses.

2. Price Reduction for Defective Cost or Pricing Data

The following provisions shall apply to all Orders for which Supplier is required to submit cost or pricing data pursuant to the Truth in Negotiations Act ("the Act"). A "determination" by Buyer's customer means a final decision of a Government Contracting Officer or the withholding of money, reduction in any cost, price or fee from Buyer by a customer based on an alleged failure of Supplier or its subcontractors to comply with the Act.

- 2.1. Supplier shall reimburse Buyer for any loss or damage in the event that Buyer's customer makes a determination pursuant to the clause(s) in, or required to be in, Buyer's Prime Contract related to the Act or its implementing regulations because: (i) Supplier or a subcontractor of Supplier failed to furnish cost or pricing data, including any requested data, that is required under the Act or its

implementing regulations; or (ii) Supplier or subcontractor of Supplier furnished cost or pricing data that was not complete, accurate and current as certified, or as required to be certified, in the Supplier's or its subcontractor's certificate of current cost or pricing data.

- 2.2. The sums paid or payable to Supplier under this Order may be reduced or setoff in the amount by which the sums received or receivable by Buyer from its customer (including, but not limited to, the allocable share of Buyer's indirect costs and profit or fee) are reduced based upon such determination.
- 2.3. If an appealable decision is made by a Contracting Officer of the U.S. Government relating to cost or pricing data required to be submitted, or actually submitted, by Supplier or a subcontractor of Supplier, such decision shall be conclusive upon Supplier, unless Buyer, in its sole discretion, gives Supplier the opportunity to appeal such decision in the name of Buyer. Any such appeal brought by Supplier in the name of Buyer shall be at the sole expense and responsibility of Supplier. If Supplier is given the opportunity to so appeal and elects to do so, Supplier shall, upon Buyer's written request, provide to Buyer advance copies of papers to be filed in such appeal and such other information, consultation and opportunity to participate in the appeal as Buyer may reasonably request. Supplier shall be conclusively bound by any decision of any such Board of Contract Appeals or Federal Court.

3. Inspection of Books and Records

Supplier 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 or any authorized representatives of the U.S. Government. Specifically:

- 3.1. Supplier hereby grants to Buyer the right to examine its books, records and data which will permit the adequate evaluation of cost and pricing data used to arrive at the price quoted (including without limitation claims/proposals submitted pursuant to the Clauses entitled Changes and Termination for Convenience, and
- 3.2. Supplier hereby grants to Buyer the right to conduct audits of Supplier's premises, records, data and documentation pertaining to: quality, inspection and testing of Goods; security and data protection procedures; ethical practices; and, any other requirement or obligation excluding cost or pricing data, under this Order.

4. Orders Involving Government Property

Title to facilities, special test equipment and special tooling acquired, fabricated or procured by Supplier for Buyer under this Order shall pass to and vest in the Government or Buyer (depending on the line item under which it is acquired)

when its use in performing this Order commences or when Buyer has paid for it, whichever is earlier, whether or not title previously vested in the Government or Buyer. The Government shall retain title to government-furnished property.

- 4.1. If this Order contains a provision directing Supplier to purchase material from a vendor for which Buyer will reimburse Supplier as a direct item of cost under this Order, title to material purchased from the vendor shall pass to and vest in the Government or Buyer upon the vendor's delivery of such material to Supplier, and title to all other material shall pass to and vest in the Government or Buyer upon: (i) issuance of the material for use in Order performance; (ii) commencement of processing of the material or its use in Order performance; or (iii) reimbursement of the cost of the material by Buyer, whichever occurs first.
- 4.2. Supplier shall establish and maintain a system acceptable to the Buyer and the Government and in compliance with FAR Part 45 and DFARS Part 245 to control, protect, preserve, repair and maintain Government Property. Government Property shall be used only for performing this Order, unless otherwise provided in this Order or approved by the Government.

5. Intellectual Property Under U.S. Government Contracts

Definitions.

- 5.1. "Computer Software" means computer software as defined in DFARS 252.227-7013(a)(3), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a) or such other relevant Government Acquisition Regulation clause as may be incorporated in this Agreement.
- 5.2. "DoE" means the Department of Energy.
- 5.3. "Government Acquisition Regulations" means the FAR, DFARS, NASA FAR Supplement and DoE Acquisition Regulation (DEAR) regulations that are incorporated into the Prime Contract and, by incorporation, this Order.
- 5.4. "Intellectual Property" as used in this Article, means the definition set forth in the Terms & Conditions of Purchase that reference this document as well as Subject Invention, Technical Data, and Computer Software.
- 5.5. "Invention" means the invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the Department of Energy, as defined in FAR 52.227-11(a).
- 5.6. "NASA" means the National Aeronautics and Space Administration.
- 5.7. "Practice" means to make, use, sell, offer for sale, import and export Goods that embody the Subject Invention.

- 5.8. "Subject Invention" means subject invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-11(a).
- 5.9. "Technical Data" means technical data as defined in DFARS 252.227-7013(a)(14), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in this Agreement.
- 5.10. "Unlimited Rights" means unlimited rights as defined in DFARS 252.227-7013(a)(15), -7014(a)(15) and -7018(a)(20), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in this Agreement.
- 5.11. "Use" means the right to use, modify, reproduce, perform, display, release, disclose, compile, integrate, embed and make derivative works of any Technical Data and Computer Software.

Technical Data and Computer Software Ownership and License Rights.

- 5.12. Supplier acknowledges and agrees that the rights in Technical Data and Computer Software to be granted to the Government will be determined in accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software and Goods to be performed under this Order and the assertions of restrictions on use, release or disclosure of Supplier's Intellectual Property that are provided to Buyer for delivery to the U.S. Government. Supplier grants licenses to the Government as required to be granted in DFARS 252.227-7013, 7014, 7015, 7016 and 7018, or for Prime Contracts with NASA or the DoE in FAR 52.227-14, for Technical Data and Computer Software acquired, created or delivered to Buyer in the performance of this Order.
- 5.13. For Technical Data and Computer Software in which the Government has Unlimited Rights, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide license, with the right to grant sublicenses, to Use, including the right to make or have made, such Supplier's Technical Data and Computer Software for any purpose whatsoever, and to have or authorize others to do so.
- 5.14. Except as provided above, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide, license to sell and Use Supplier's Technical Data and Computer Software acquired, created or delivered in the performance of this Order (i) to fulfill Buyer's obligations under the Prime Contract; (ii) to disclose to third parties for obtaining government approvals, including airworthiness; and (iii) to satisfy other contract requirements for the same or similar Goods.

- 5.15. Supplier shall deliver to Buyer all Technical Data and Computer Software needed to fulfill Supplier's obligations in the performance of this Order by the Delivery Date. At Buyer's request, Supplier shall deliver to Buyer all Technical Data and Computer Software acquired or created by Supplier in the performance of this Order, whether or not delivery was required and without additional cost to Buyer.

Patent Ownership and License Rights

- 5.16. For any Subject Invention, Supplier hereby grants the U.S. Government a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice or have Practiced the Subject Invention for or on behalf of the U.S. Government. For NASA and DoE Prime Contracts, if required by such Prime Contract, Supplier agrees to assign the Subject Invention to the Government.
- 5.17. For any Subject Invention in which the Supplier retains ownership, Supplier hereby grants Buyer a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice and have Practiced the Subject Invention to the extent necessary to fulfill Buyer's obligations under the Prime Contract, as well as for any other purpose.
- 5.18. Supplier acknowledges the Government invention reporting requirements under the applicable Government Acquisition Regulations and hereby agrees to report all Subject Inventions directly to the Government in accordance with these sections. Supplier shall submit to Buyer a copy of the Government invention reporting letter, without including detailed invention disclosure information.

General Intellectual Property

- 5.19. Supplier represents and warrants that Supplier has sufficient rights in all Intellectual Property that Supplier uses or transfers to Buyer in connection with this Order to allow Supplier to lawfully comply with this Order. If, in the performance of this Order, Supplier incorporates third party Intellectual Property into the Goods, Supplier shall obtain for the Government and the Buyer license rights equivalent to those granted by Supplier herein.
- 5.20. Except as expressly authorized herein, nothing in this Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under this Order.
- 5.21. If the Supplier does not receive Government funding to acquire or create Intellectual Property under this Order, the Section of the UTC Terms & Conditions of Purchase entitled "Intellectual Property Rights" shall apply to rights in such Intellectual Property in lieu of this Section 5.

Data Assertions and Markings

- 5.22. Supplier shall properly identify and assert the Supplier's rights in Technical Data and Computer Software delivered to the Government with other than Unlimited Rights in conformance with the applicable Government Acquisition Regulations. For assertions made subsequent to the effective date of this Order, the Supplier shall describe why the assertion is an inadvertent omission or new information before the Buyer will submit such assertions to the Government. Supplier shall properly mark all Technical Data and Computer Software that Supplier delivers to the Buyer in connection with this Order. Supplier represents and warrants that it has written procedures and maintains records sufficient to justify the validity of all restrictive markings.
- 5.23. If the Supplier's assertions do not comply with the applicable Government Acquisition Regulations, the Government rejects the Supplier's assertions, or the Supplier does not correctly mark Technical Data or Computer Software, the Buyer assumes no responsibility or liability for any loss of rights by the Supplier. Supplier is responsible for ensuring that markings and assertions are consistent. If the markings and the assertions are inconsistent, Buyer may submit such inconsistently marked Technical Data or Computer Software to the Government and the Supplier assumes the risk of loss of rights. In the event the Government rejects the Supplier assertions, Supplier agrees to work diligently with the Buyer to immediately correct such rejections such that there is no negative impact to Buyer's delivery obligations under the Prime Contract.

Patent Indemnification

- 5.24. To the extent that the Prime Contract includes the Authorization and Consent provision under FAR 52.227-1, the Government shall authorize and consent to the Supplier's use and manufacture of any invention described in a United States patent in accordance with the Prime Contract. If the Government has assumed liability for U.S. patent infringement under the Prime Contract, Supplier is relieved of its obligations for such U.S. patent infringement under the Section of the UTC Terms & Conditions of Purchase entitled "Intellectual Property Indemnification", but only to the extent such liability is indemnified by the Government.
- 5.25. If the Prime Contract includes the Patent Indemnification provision under FAR 52.227-3, and if the Buyer's liability to the Government is for the infringement of a United States patent related to the Goods, the Supplier shall indemnify the Buyer under the same provision provided for in FAR 52.227-3 which is incorporated herein by reference, except that the terms "Contractor", "Government", "contract" and "Contracting Officer" shall be replaced by "Supplier", "Buyer", "Order" and "Buyer" respectively.

6. Government Clauses Incorporated by Reference

- 6.1. The clauses listed below in effect on the Order date are incorporated by reference, with the same force and affect as if they were given full text and notwithstanding the requirements of FAR 52.102. If there is a conflict with or addition to a clause in effect on the Order date and a clause of the Prime Contract, the Prime Contract clause shall govern. The full text of these clauses can be accessed on the Internet at www.arnet.gov/far and <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>.
- 6.2. The clauses listed below may require the submission of certifications and representations. When requested by the Buyer, Supplier shall furnish any certification or representation required under these provisions.
- 6.3. Whenever necessary to make the context of the clauses applicable to this Order, the term "Contractor" shall mean Supplier, the term "Contract" shall mean this Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (a) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (b) in the patent clauses incorporated herein, (c) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein, and (f) where specifically modified herein. All references to the clause entitled "Disputes" and all references to the "Disputes Clause" in any clauses referenced herein are deleted.

FAR Clauses

- 6.4. If this Order is not for a "commercial item" within the meaning of FAR 2.101, the following FAR clauses in effect on the Order date shall apply:
- | | |
|----------|--|
| 52.202-1 | Definitions |
| 52.203-2 | Certificate of Independent Price Determination |
| 52.203-3 | Gratuities |
| 52.203-5 | Covenant Against Contingent Fees |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government |
| 52.203-7 | Anti-Kickback Procedures (exclude paragraph (c)(1); in paragraph (c)(4) delete "[T]he contracting officer may" and replace with "[T]o the extent the Contracting Officer has made an offset in the Prime Contract or directed the Buyer to withhold an amount, the Buyer may ...") |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity |

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Posters
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.204-2	Security Requirements
52.204-5	Women-Owned Business (Other Than Small Business)
52.204-6	DUNS Number
52.204-9	Personal Identify Verification of Contractor Personnel
52.204-11	American recovery and Reinvestment Act – Reporting Requirements
52.207-4	Economic Purchase Quantity - Supplies
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-5	Certification Regarding Debarment, Suspension, proposed Debarment, and Other Responsibility Matters
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-5	Material Requirements
52.211-14	Notice of Priority Rating for National Defense Use
52.211-15	Defense Priority and Allocation Requirements
52.212-5	Contract Terms and Conditions Required to Implement Statutes and Executive Orders
52.214-26	Audit and Records - Sealed Bidding
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding
52.215-2	Audit and Records – Negotiation
52.215-2	Audit and Records – Negotiation ALT I (include if subject to American Recovery and Reinvestment Act of 2009)
52.215-6	Place of Performance
52.215-9	Changes or Additions to Make-Or-Buy Program
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices (exclude paragraph (b), but include paragraph (b) in Alternate I)
52.215-15	Pension Adjustments and Asset Reversions
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Postretirement benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes

52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications
52.216-7	Allowable Cost and Payment
52.216-8	Fixed Fee
52.216-10	Incentive Fee
52.216-11	Cost Contract
52.216-12	Cost Sharing Contract - No Fee
52.216-15	Predetermined Indirect Cost Rates
52.216-16	Incentive Price Revision – Firm Target
52.216-17	Incentive Price Revision – Successive Targets
52.219-1	Small Business Program Representations
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-10	Incentive Subcontracting Program
52.219-16	Liquidated Damages - Subcontracting Plan
52.219-22	Small Disadvantaged Business Status
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.219-26	Small Disadvantaged Business Participation program - Incentive Subcontracting
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-19	Child Labor – Cooperation with Authorities and Remedies
52.222-20	Walsh-Healey Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-29	Notification of Visa Denial
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Affirmative Action for Workers With Disabilities
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.222-41	Service Contract Act of 1965, As Amended
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.223-3	Hazardous Material Identification and Material Safety Data

52.223-4	Recovered Material Certification
52.223-5	Pollution Prevention and Right-To-Know Information
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items
52.223-11	Ozone-Depleting Substances
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.224-2	Privacy Act
52.225-1	Buy American Act – Supplies
52.225-2	Buy American Act Certificate
52.225-3	Buy American Act – Free Trade Agreements – Israel Trade Act
52.225-4	Buy American Act - Free Trade Agreements – Israel Trade Act Certificate
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles
52.225-8	Duty-Free Entry (in paragraph (c)(1), change “20 calendar days” to “30 calendar days” and in paragraph (c)(2), change “10 calendar days” to “20 calendar days”)
52.225-13	Restrictions on Certain Foreign Purchases
52.225-15	Sanctioned European Union Country End Products
52.225-21	Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials
52.225-22	Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials
52.225-23	Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements
52.225-24	Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-1	Authorization and Consent (include Alternate I or II to the extent in the prime contract)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-6	Royalty Information
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights – Ownership by the Contractor
52.227-13	Patent Rights – Ownership by the Government

52.227-14 Rights in Data - General
52.227-15 Representation of Limited Rights Data and Restricted Computer Software
52.227-16 Additional Data Requirements
52.227-17 Rights in Data - Special Works
52.227-18 Rights in Data - Existing Works
52.227-19 Commercial Computer Software License
52.227-20 Rights in Data - SBIR Program
52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems
52.227-22 Major System - Minimum Rights
52.227-23 Rights to Proposal Data (Technical)
52.228-3 Worker's Compensation Insurance (Defense Base Act)
52.228-4 Workers' Compensation and War-Hazard Insurance Overseas
52.228-5 Insurance - Work on a Government Installation
52.228-7 Insurance - Liability to Third Persons
52.229-2 North Carolina State and Local Sales and Use Tax
52.229-3 Federal, State and Local Taxes
52.229-4 Federal, State and Local Taxes (State and Local Adjustments)
52.229-6 Taxes - Foreign Fixed Price Contracts
52.229-7 Taxes - Fixed Price Contracts with Foreign Governments
52.229-8 Taxes - Foreign Cost Reimbursement Contracts
52.229-10 State of New Mexico Gross Receipts and Compensating Tax
52.230-1 Cost Accounting Standards Notices and Certification
52.230-2 Cost Accounting Standards
52.230-3 Disclosure and Consistency of Cost Accounting Practices
52.230-4 Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns
52.230-6 Administration of Cost Accounting Standards
52.232-17 Interest
52.232-20 Limitation of Cost
52.232-22 Limitation of Funds
52.234-1 Industrial Resources Developed Under Defense Production Act Title III
52.234-4 Earned Value Management System
52.237-8 Restriction on Severance Payments to Foreign Nationals
52.237-10 Identification of Uncompensated Overtime
52.239-1 Privacy or Security Safeguards
52.242-2 Production Progress Reports
52.242-3 Penalties for Unallowable Costs
52.242-4 Certification of Final Indirect Costs
52.242-13 Bankruptcy
52.242-15 Stop-Work Order (in paragraph (a), change "90 days" is modified to read "180 days")
52.243-1 Changes – Fixed Price
52.243-2 Changes – Cost Reimbursement

52.243-6	Change Order Accounting
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-2	Government Property Installation Operation Services
52.245-9	Use and Charges
52.246-2	Inspection of Supplies-Fixed Price
52.246-3	Inspection of Supplies-Cost-Reimbursement
52.246-16	Responsibility for Supplies
52.247-63	Preference for US Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.248-1	Value Engineering
52.249-2	Termination for Convenience of the Government (Fixed-Price) (in paragraph (c), change “120 days” to “60 days”; in paragraph (e), change “1 year” to “6 months”; in paragraph I, change “90 days” to “45 days”) (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions)
52.249-6	Termination (Cost-Reimbursement) (in paragraph (a)(2), change “10 days” to “7 days”; in paragraph (d), change “120 days” to “60 days”; in paragraph (f), change “1 year” to “6 months”) (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions)
52.249-8	Default (Fixed-Price Supply and Service) (in paragraph (a)(2), change “10 days” to “7 days”) (this clause applies in lieu of the Termination for Default clause in the body of the Terms and Conditions)

DFARS Clauses

6.5. If this Order is a subcontract under a prime contract awarded to Buyer by the U.S. Department of Defense, the following provisions in effect on the Order date shall apply in addition to, or in lieu of, the FAR clauses:

252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7004	Subcontracting With Firms That Are Owned or Controlled by the Government of a Terrorist Country

252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.215-7000	Pricing of Adjustments
252.215-7002	Cost Estimating System Requirements
252.215-7003	Excessive Pass-Through Charges
252.217-7026	Identification of Sources of Supply
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
252.219-7004	Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.222-7002	Compliance With Local Labor Laws (Overseas)
252.223-7001	Hazard Warning Labels
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7003	Change in Place of Performance - Ammunition and Explosives
252.223-7004	Drug-Free Work Force
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.225-7000	Buy American Act and Balance of Payments Program Certificate
252.225-7001	Buy American Act and Balance of Payments Program "Government" is not changed in this clause.
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Reporting of Contract Performance Outside the United States
252.225-7005	Identification of Expenditures in the United States
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.
252.225-7011	Restriction on Acquisition of Supercomputers
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry (include information required by paragraph (j))
252.225-7014	Preference for Domestic Specialty Metals, Alternate I
252.225-7015	Preference for Domestic Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings
252.225-7018	Notice of Prohibition of Certain Controls with Foreign Entities for the Conduct of Ballistic Missile Defense Research, Development, Test and Evaluation
252.225-7020	Trade Agreements Certificate
252.252-7021	Trade Agreements
252.225-7022	Restrictions on Acquisition of Polyacrylonitrile Carbon Fiber
252.225-7024	Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices
252.225-7025	Restrictions on Acquisition of Forgings
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales

252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction of Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7031	Secondary Arab Boycott of Israel
252.225-7032	Waiver of United Kingdom Levies – Evaluation of Offers (applicable to subcontracts with U.K. firms)
252.225-7033	Waiver of United Kingdom Levies (orders with UK firms exceeding \$1,000,000)
252.225-7035	Buy American Act Free Trade Agreements Balance of Payments Program Certificate
252.225-7036	Buy American Act Free Trade Agreement Balance of Payments Program
252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252.225-7040	Contractor Personnel Supporting a Force Deployed Outside the United States
252.225-7042	Authorization to Perform
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the US
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business concerns
252.227-7013	Rights in Technical Data - Noncommercial Items (applicable when technical data from subcontractor delivered to the Government by the prime contractor; deleted from (b)(1)(iv) “[T]o the Contractor” and from (b)(1)(ix) “contract or” and “thereunder”; add “[B]uyer or” before “Government” in (c) and (i); change the second and third occurrences of “Contracting Officer” to “Government” in (e)(4); add “[A]nd the Government” after “parties” in (h)(1); change in (h)(2) “sixty (60)” to “fifty (50)” days; no substitutions for “Government” have been made.)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applicable when software and software documentation from subcontractor delivered to the Government by the prime contractor; delete from (b)(1)(iii) “[T]o the Contractor” and from (b)(1)(vi) “contract or” and “thereunder”; add “[B]uyer or” before “Government” in (i); change the second and third occurrences of “Contracting Officer” to “Government” in (e)(4); add “[A]nd the Government” after “parties” in (h)(1); change in (h)(2) “sixty (60)” to “fifty (50)” days; no substitutions for “Government” have been made.)
252.227-7015	Technical Data - Commercial Items (in lieu of DFARS 252.227-7013 for Commercial Items; applicable only when commercial item (as defined in the FAR) technical data from subcontractor delivered to the Government by the prime contractor; no substitutions for “Contracting Officer” or “Government” have been made.)
252.227-7016	Rights in Bid or Proposal Information (applies when Clause 252.227-7013 is used; no substitutions for “Government” or “Contracting Officer” are made.)

252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7019	Validation of Asserted Restrictions -- Computer Software” (applies when clause 252.227-7014 is used; substitute “Buyer’s Purchasing Representative” for “Contracting Officer” in paragraph (b), otherwise no substitutions are made for “Contracting Officer” or “Government”; in paragraphs (f)(5) and (f)(6), substitute “the prime contract” for “this contract.”)
252.227-7020	Rights in Special Works
252.227-7021	Rights in Data - Existing Works
252.227-7022	Government Rights (Unlimited)
252.227-7023	Drawings and Other Data To Become Property of the Government
252.227-7024	Notice and Approval of Restricted Designs
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (applies when Clause 252.227-7013 or 252.227-7014 are used; no substitution is made for “Government.”)
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” (applies when Clause 252.227-7013 is used; substitute “Buyer” for “Contracting Officer” in paragraph (a); add in paragraph (b), “or Buyer” after “Government.”)
252.227-7032	Rights in Technical Data and Computer Software (Foreign)
252.227-7033	Rights in Shop Drawings
252.227-7034	Patents-Subcontracts
252.227-7037	Validation of Restrictive Markings on Technical Data” (applies when Clause 252.227-7013, 252.227-7014 or 252.227-7015 are used; in paragraph (b), “Contractor’s” remains in the clause with a lower case “c”, insert in paragraphs (c) and (d)(1) “hereunder” after “subcontract”; change in paragraphs (f) and (g)(2)(i) “this contract” to “the prime contract”; change in paragraph (l) “a contract” to “the prime contract”; no substitutions for “Government” or “Contracting Officer” are made.)
252.227-7039	Patents - Reporting of Subject Inventions
252.228-7000	Reimbursement for War Hazard Losses
252.228-7003	Capture and Detention
252.228-7005	Accident Reporting and Investigation - Aircraft, Missiles, and Space Launch Vehicles
252.229-7000	Invoices Exclusive of Taxes or Duties
252.229-7001	Tax Relief
252.229-7002	Customs Exemptions (Germany)
252.229-7003	Tax Exemptions (Italy)
252.229-7004	Status of Contractor As A Direct Contractor (Spain)

252.229-7005	Tax Exemptions (Spain)
252.229-7006	Value Added Tax Exclusion (United Kingdom)
252.229-7007	Verification of US Receipt of Goods
252.229-7008	Relief from Import Duty (United Kingdom)
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.242-7001	Notice of Earned Value Management System
252.242-7002	Earned Value Management System
252.242-7004	Material Management and Accounting System
252.242-7005	Cost/Schedule Status Report
252.242-7006	Cost/Schedule Status Report Plans
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts For Commercial items and Commercial Components (DOD)
252.245-7001	Reports of Government Property
252.247-7007	Liability and Insurance
252.247-7022	Representation of Extent of Transportation by Sea
252.247-7023	Transportation of Supplies by Sea (change “[P]rime contractor” in paragraph (a)(5) to “Seller” and “the prime contract” to “this order”; modify paragraph (c) to read “[T]he Seller and its subcontractors may request that the Buyer obtain Government authorization for shipment . . .”; change in paragraph (d) “Contracting Officer” to “Buyer” in the second sentence; change “45” to “60” days in paragraph (c) and “30” to “25” in paragraph (d); delete in paragraph (e) “and the Maritime Administration Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street, N.W., Washington, DC 20590”; delete in paragraph (g) “for the purposes of the Prompt Payment clause of this contract.”)
252.247-7024	Notification of Transportation of Supplies by Sea (modify paragraph (a) to read “[I]f, after the award of this order, the Seller learns that supplies . . .”)
252.249-7000	Special Termination Costs
252.249-7002	Notification of Anticipated Contract Termination or Reduction (substitute “Buyer” for “Contracting Officer” throughout; modify paragraph (d)(1) to read “[P]rovide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program . . .”)

NASA FAR Supplement Clauses

- 6.6. If this Order is a subcontract under a prime contract awarded to Buyer by the U.S. National Aeronautics and Space Administration, the following provisions in effect on the Order date shall apply in addition to, or in lieu of, the FAR clauses:

1852.204-75	Security Classification Requirements
1852.204-76	Security Requirements for Unclassified Information Technology Resources
1852.208-81	Restrictions on Printing and Duplicating
1852.209-70	Product Removal from Qualified Products List
1852.209-71	Limitation of Future Contracting
1852.211-70	Packaging, Handling and Transportation
1852.215-78	Make or Buy Program Requirements
1852.215-79	Price Adjustments for "Make-or-Buy" Changes
1852.219-74	Use of Rural Area Small Businesses
1852.219-75	Small Business Subcontracting Reporting
1852.219-76	NASA 8 Percent Goal
1852.223-70	Safety and Health
1852.223-71	Frequency Authorization
1852.223-73	Safety and Health Plan
1852.223-74	Drug and Alcohol-Free Workforce
1852.225-75	Major Breach of Safety or Security
1852.225-8	Duty-Free Entry of Space Articles
1852.225-70	Export Licenses
1852.227-11	Patent Rights - Retention by the Contractor (Short Form)
1852.227-14	Rights in Data - General
1852.227-17	Rights in Data - Special Works
1852.227-19	Commercial Computer Software - Restricted Rights
1852.227-70	New Technology
1852.227-71	Requests for Waiver of Rights to Inventions
1852.227-72	Designation of New Technology Representative and Patent Representative
1852.227-84	Patent Rights Clauses
1852.227-85	Invention Reporting and Rights - Foreign
1852.227-86	Commercial Computer Software - Licensing
1852.227-87	Transfer of Technical Data Under Space Station International Agreement
1852.228-72	Cross-Waiver of Liability for Space Shuttle Services
1852.228-75	Minimum Insurance Coverage
1852.228-76	Cross-Waiver of Liability for Space Station Services
1852.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches
1852.231-71	Determination of Compensation Reasonableness
1852.232-82	Submission of Requests for Progress Payments
1852.235-70	Center for Aerospace Information
1852.237-71	Pension Portability
1852.242-70	Technical Direction ("COTR" shall be deemed to be Buyer's Purchasing Representative)
1852.242-71	Travel Outside the U.S.
1852.242-73	NASA Contractor Financial Management Reporting

1852.243-70	Engineering Change Proposals ("Contracting Officer" shall mean "Buyer's Purchasing Representative")
1852.243-71	Shared Savings. ("Contracting Officer" shall mean "Buyer's Purchasing Representative")
1852.244-70	Geographic Participation in the Aerospace
1852.245-70	Contractor Requests for Government-Owned Equipment
1852.245-71	Installation-Accountable Government Property
1852.245-72	Liability for Government Property Furnished for Repair or Other Services
1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors (reports shall be made directly to Buyer.)
1852.245-74	Contractor Accountable On-Site Government Property
1852.245-75	Title to Equipment
1852.245-76	List of Government Furnished Property
1852.245-77	List of Installation-Accountable Property and Services
1852.245-79	Use of Government-Owned Property
1852.245-80	Use of Government Production and Research Property on a No-Charge Basis. (All requests shall be made through and approved by Buyer.)
1852.246-70	Mission Critical Space System Personnel Reliability Program
1852.246-73	Human Space Flight Item
1852.247-71	Protection of the Florida Manatee
1852.242-74	Notice of Earned Value Management System
1852.242-75	Earned Value Management System
1852.243-72	Equitable Adjustments

Commercial Items

6.7. In the event that Supplier asserts that Goods or Services meet the definition of "commercial items" under FAR 2.101, Supplier shall provide relevant documentation to support Supplier's assertion and a signed certification detailing the basis for Supplier's assertion. Unless Supplier provides such documentation and certification, or Buyer waives the requirement in writing, all FAR and DFARS clauses listed herein shall apply to this Order. To the extent that Buyer's customer disagrees with Buyer's determination of Supplier's commercial assertion, all FAR and DFARS clauses listed herein shall apply to this Order.

6.8. If this Order is for a "commercial item" within the meaning of FAR 2.101, only the following FAR clauses in effect on the Order date shall apply:

52.203-3	Gratuities
52.203-6	Restrictions on Subcontractors Sales to Government, ALT I
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.204-2	Security Requirements

- 52.204-6 DUNS Number
- 52.204-9 Personal Identify Verification of Contractor Personnel
- 52.211-14 Notice of Priority Rating for National Defense Use
- 52.211-15 Defense Priority and Allocation Requirements
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes and Executive Orders
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
- 52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications
- 52.219-8 Utilization of Small Business Concerns
- 52.219-9 Small Business Subcontracting Plan
- 52.222-21 Prohibition on Segregated Facilities
- 52.222-25 Affirmative Action Compliance
- 52.222-26 Equal Opportunity
- 52-222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Viet Nam Era, and Other Eligible Veterans
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-39 Notification of Employees Rights Concerning Payment of Union Dues or Fees
- 52.222-50 Combating Trafficking in Persons
- 52.223-6 Drug Free Workplace
- 52.223-11 Ozone-Depleting Substances
- 52.225-1 Buy American Act
- 52.227-19 Commercial Computer Software – Restricted Rights
- 52.244-6 Subcontracts for Commercial Items
- 52.245-2 Government Property
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

6.9. If this Order is for a “commercial item” within the meaning of FAR 2.101 and is a subcontract under a prime contract awarded to Buyer by the U.S. Department of Defense, the following DFARS clauses in effect on the Order date shall apply in addition to the FAR clauses applicable to “commercial item” identified above:

- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
- 252.212-7001 Terms and Conditions Required for Acquisition of Commercial Items
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
- 252.223-7001 Hazard Warning Labels

- 252.223-7004 Drug Free Work Force
- 252.223-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies

252.225-7014	Preference for Domestic Specialty Metals, ALT I
252.227-7015	Technical Data – Commercial Items
252.244-7000	Subcontracts for Commercial Items
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea