

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, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in Buyer’s Standard Terms and Conditions of Purchase.
- 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.
- 1.5 Notwithstanding any other provisions in this document, Supplier shall comply with, and shall support Buyer’s compliance with, any applicable U.S. Government procurement regulations and policies, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the Goods/Services. Supplier agrees to furnish cost and pricing data certified as to currency, accuracy and completeness every three (3) years, or as frequently as required by Buyer’s Customer. To the extent the prices under the Agreement and/or Order for the Goods/Services are at any time not supported by Supplier’s cost or pricing data, Supplier agrees to negotiate fair and reasonable prices for the Goods/Services and to incorporate such prices in the Agreement and/or Order. In no event shall any renegotiated unit price for

any of the Goods/Services exceed the unit price incorporated herein for such Goods/Services.

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 Buyer's 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

- 3.1 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.

- 3.2 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 in this Order (including without limitation claims/proposals submitted pursuant to the Clauses entitled Changes and Termination for Convenience).
- 3.3 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, under this Order.

4. Orders Involving Government Property

- 4.1 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.
- 4.2 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.
- 4.3 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. Supplier Changes to Specifications/U.S. Government Inspection

Goods manufactured to Supplier's Specifications require prior Buyer's written approval for any variations. Goods manufactured to Buyer or Buyer's customer furnished Specifications require prior Buyer's written approval for any variations to Specifications. When U.S. Government Inspection at Supplier's facility appears in the inspection block of this Order, the following paragraph applies: U.S. Government inspection is required prior to shipment from Supplier's facility. Upon receipt of this Order, Supplier shall promptly notify and furnish a copy of the Order to the U.S. Government representative normally servicing Supplier's facility so that the U.S. Government inspection can be appropriately planned. If a U.S. Government representative does not service Supplier's facility, Supplier shall contact the nearest Defense Contract Management Association ("DCMA") office to plan the inspection. If Supplier cannot locate the DCMA office, Supplier shall notify Buyer immediately.

7. U.S. Government Contract Clauses Incorporated by Reference

- 7.1 The clauses listed below are incorporated by reference herein and in this Order, as applicable, with the same force and effect 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>.
- 7.2 The clauses listed below may require the submission of certifications and representations. When requested by Buyer, Supplier shall furnish any certification or representation that Buyer determines is necessary for compliance with such requirements.

- 7.3 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.
- 7.4 The term “FAR” means the Federal Acquisition Regulation and the term “DFARS” means the Department of Defense Supplement to the Federal Acquisition Regulation as in effect on the date of this Order. The term “NASA” shall mean the U.S. National Aeronautics and Space Administration.
- 7.5 Clauses marked with a “CI” in the column below titled Applicability are applicable only when the Supplier is furnishing Goods or Services that qualify as a “commercial item” under FAR 2.101. Upon request, Supplier shall provide relevant documentation to support Supplier’s assertion that its Goods or Services satisfy the definition of “commercial items” under FAR 2.101. Further, Suppliers of commercial items agree to all additional clauses in Buyer’s high tier contract necessary for Buyer to satisfy its contractual obligations as they relate to this Order.
- 7.6 Purchases below the Simplified Acquisition Threshold as defined in FAR Part 2 are not subject to the clauses marked below “SA” in the column titled Applicability.

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
1	Definitions	52.202-1	Jan 2012			All Orders
2	Gratuities	52.203-3	Apr 1984			All Orders
3	Covenant Against Contingent Fees	52.203-5	Apr 1984			All Orders
4	Restrictions on Subcontractor Sales to the Government	52.203-6	Sep 2006			SA
5	Anti-Kickback Procedures	52.203-7	Oct 2010			Applies if Order exceeds \$150,000 (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 Contractor directed the Buyer to withhold an amount, the Buyer may ...")
6	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8	Jan 1997			All Orders
7	Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	Jan 1997			All Orders
8	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11	Sep 2007			Applies in accordance with FAR 3.808 and if Order exceeds \$150,000
9	Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Oct 2010			Applies if Order exceeds \$150,000
10	Contractor Code of Business Ethics and Conduct	52.203-13	Apr 2010			Applies if Order exceeds \$5,000,000 and has a period of performance greater than 120 days
11	Display of Hotline Posters	52.203-14	Dec 2007			Applies if Order exceeds \$5,000,000, but does not apply to Orders for commercial items or if the Order is performed entirely overseas
12	Whistleblower Protections Under the American Recovery and Reinvestment Act	52.203-15	June 2010			Applies if Order is funded with ARRA funds
13	Requirements Relating to Compensation of Former DoD Officials			252.203-7000	Sep 2011	All Orders
14	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies			252.203-7001	Dec 2008	SA
15	Requirements to Inform Employees of Whistleblower Rights			252.203-7002	Sep 2013	All Orders
16	Security Requirements	52.204-2	Aug 1996			Applies if Order involves access to classified information
17	Disclosure of Information			252.204-7000	Dec 1991	All Orders
18	Export- Controlled Items			252.204-7008	Apr 2010	All Orders
19	Personal Identity Verification of Contractor Personnel	52.204-9	Jan 2011			Applies in accordance with (b) of the clause
20	Executive Compensation	52.204-10				All Orders
21	American Recovery and Reinvestment Act—Reporting Requirements	52.204-11	Jul 2010			Applies if the Order is \$25,000 or more
22	Economic Purchase Quantity - Supplies	52.207-4	Aug 1987			All Orders
23	Intent to Furnish Precious Metals as Government Furnished Material			252.208-7000	Dec 1991	All Orders
24	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	Dec 2010			All Orders
25	Material Requirements	52.211-5	Aug 2000			All Orders
26	Defense Priority and Allocation Requirements	52.211-15	Apr 2008			Applies if priority rating is noted on this Order
27	Acquisition Streamlining			252.211-7000	Oct 2010	Applies if Order exceeds \$1.5M
28	Item Identification and Valuation			252.211-7003	Jun 2010	All Orders
29	Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items	52.212-5	Jul 2012			CI

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
30	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items			252.212-7001	Jun 2012	CI
31	Audit and Records-Sealed Bidding	52.214-26	Oct 2010			Applies if Order exceeds \$700,000
32	Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding	52.214-27	Aug 2011			Applies when cost or pricing data required
33	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	52.214-28	Oct 2010			Applies if Order exceeds \$700,000
34	Audits and Records – Negotiation	52.215-2	Oct 2010			SA
35	Price Reduction for Defective Cost or Pricing Data	52.215-10	Aug 2011			Applies when cost or pricing data are required
36	Price Reduction for Defective Cost or Pricing Data-Modifications	52.215-11	Aug 2011			Applies when cost or pricing data are required
37	Subcontracting Cost or Pricing Data	52.215-12	Oct 2010			Applies when cost or pricing data are required
38	Subcontractor Cost or Pricing Data-Modifications	52.215-13	Oct 2010			Applies when cost or pricing data are required
39	Integrity of Unit Prices	52.215-14	Oct 2010			Applies in accordance with paragraph (c) of the clause
40	Pension Adjustments and Asset Reversions	52.215-15	Oct 2010			Applies in accordance with FAR 15.408(g)
41	Facilities Capital Cost of Money	52.215-16	Jun 2003			Applies to cost-type Orders
42	Waiver of Facilities Capital Cost of Money	52.215-17	Oct 1997			Applies to cost-type Orders
43	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	52.215-18	Jul 2005			Applies in accordance with FAR 15.408(j)
44	Notification of Ownership Changes	52.215-19	Oct 1997			Applies in accordance with FAR 15.408(k)
45	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	52.215-20	Oct 2010			All Orders
46	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications	52.215-21	Oct 2010			All Orders
47	Limitation on Pass-Through Charges	52.215-23	Oct 2009			Applies in accordance with paragraph (f)
48	Allowable Cost and Payment	52.216-7	Jan 2011			Applies to cost-type Orders
49	Utilization of Small Business Concerns	52.219-8	Jan 2011			SA
50	Small Business Subcontracting Plan	52.219-9	Jan 2011			Applies if Order exceeds \$650,000 and Seller is not a small business concern
51	Small business Subcontracting Plan (DoD Contracts)			252.219-7003	Aug 2012	Applies when FAR 52.219-9 applies.
52	Notice to the Government of Labor Disputes	52.222-1	Feb 1997			All Orders
53	Convict Labor	52.222-3	Jun 2003			Applicable if Order is above the micro purchase threshold of FAR 2.101
54	Contract Work Hours and Safety Standards Act - Overtime Compensation	52.222-4	Jul 2005			Applies in accordance with paragraph (e) of the clause
55	Subcontracts (Labor Standards)	52.222-11	Jul 2005			Applies if the Order is for construction within the United States
56	Walsh-Healey Public Contracts Act	52.222-20	Oct 2010			Applies if Order exceeds \$15,000
57	Prohibition of Segregated Facilities	52.222-21	Feb 1999			Applies if FAR 52.222.26 is applicable
58	Pre-award On-Site Equal Opportunity Compliance Evaluation	52.222-24	Feb 1999			Applies if Order exceeds \$10,000,000
59	Equal Opportunity	52.222-26	Mar 2007			All Orders
60	Affirmative Action Compliance Requirements for Construction	52.222-27	Feb 1999			Applies if Order is for work involving any construction trade in excess of \$10,000
61	Project Labor Agreements	52.222-34	May 2010			Applies if Order is for construction
62	Equal Opportunity for Veterans	52.222-35	Sep 2010			Applies if Order exceeds \$100,000

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
63	Affirmative Action for Workers with Disabilities	52.222-36	Oct 2010			Applies if Order exceeds \$10,000
64	Employment Reports on Veterans	52.222-37	Sep 2010			Applies if Order exceeds \$100,000
65	Notification of Employee Rights Under the National Labor Relations Act	52.222-40	Dec 2010			Applies in accordance with paragraph (f)
66	Service Contract Act of 1965	52.222-41	Nov 2007			Applies if Order exceeds \$2,500
67	Combating Trafficking in Persons	52.222-50	Feb 2009			All Orders
68	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	52.222-51	Nov 2007			Applies to Orders for exempt services
69	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements	52.222-53	Feb 2009			Applies to Orders for exempt services
70	Employment Eligibility Verification	52.222-54	Jul 2012			Applies in accordance with paragraph (e) of the clause
71	Restrictions on Employment of Personnel			252.222-7000	Mar 2000	All Orders
72	Restrictions on the Use of Mandatory Arbitration Agreements		Apr 1993	252.222-7006		As applicable
73	Hazardous Material Identification and Material Safety Data	52.223-3	Jan 1997			Applies only if Seller delivers hazardous materials under this Order
74	Notice of Radioactive Materials	52.223-7	Jan 1997			Applies only if Seller delivers radioactive materials under this Order
75	Ozone Depleting Substances	52.223-11	May 2001			All Orders
76	Contractor Policy to Ban Text Messaging While Driving	52.223-18	Aug 2011			
77	Prohibition on Storage and Disposal of Toxic and Hazardous Materials			252.223-7006	Apr 1993	All Orders
78	Buy American Act-North American Free Trade Agreement-Israeli Trade Act	52.225-3	May 2012			All Orders
79	Trade Agreements	52.225-5	Mar 2012			All Orders
80	Duty Free Entry	52.225-8	Oct 2010			Applies in accordance with paragraph (j) of the clause (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")
81	Restrictions on Certain Foreign Purchases	52.225-13	Jun 2008			All Orders
82	Buy American Act and the Balance of Payments Program			252.225-7001	Jun 2012	All Orders
83	Qualifying Country Sources as Subcontractors			252.225-7002	Jun 2012	All Orders
84	Quarterly Reporting of Actual Contract Performance Outside the United States			252.225-7006	Oct 2010	Applies in accordance with paragraph (f) of the clause
85	Prohibition on Acquisition of United States Munitions List items From communist Chinese Military Companies			252.225-7007	Sep 2006	All Orders
86	Restriction on Acquisition of Specialty Metals			252.225-7008	Jul 2009	All Orders
87	Restriction on Acquisition of Certain Articles Containing Specialty Metals			252.225-7009	Jun 2012	All Orders
88	Commercial Derivative Military Article—Specialty Metals Compliance Certificate			252.225-7010	Jul 2009	All Orders
89	Preference for Certain Domestic Commodities			252.225-7012	Jun 2012	All Orders
90	Duty-Free Entry - Qualifying Country Supplies (End Products and Components)			252.225-7013	Jun 2012	All Orders
91	Restriction on Acquisition of Hand or Measuring Tools			252.225-7015	Jun 2005	All Orders
92	Restriction on Acquisition of Ball and Roller Bearings			252.225-7016	Jun 2012	All Orders
93	Trade Agreements			252.225-7021	Jun 2012	All Orders
94	Restriction on Acquisition of Forgings			252.225-7025	Dec 2009	All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
95	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate			252.225-7030	Dec 2006	All Orders
96	Waiver of United Kingdom Levies			252.225-7033	Apr 2003	All Orders
97	Buy American Act-Free Trade Agreement-Balance of Payments Program			252.225-7036	Jun 2012	All Orders
98	Restriction on Acquisition of Air Circuit Breakers			252.225-7038	Jun 2005	All Orders
99	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States			252.225-7040	Jun 2011	All Orders
100	Antiterrorism/Force Protection for Defense Contractors Outside the United States			252.225-7043	Mar 2006	All Orders
101	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts			252.226-7001	Sep 2004	Applies if Order exceeds \$500,000
102	Authorization and Consent	52.227-1	Dec 2007			SA (include Alternate I or II to the extent in the Prime Contract)
103	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	Dec 2007			SA
104	Patent Indemnity	52.227-3	Apr 1984			All Orders
105	Refund of Royalties	52.227-9	Apr 1984			Applies in accordance with paragraph (f) of the clause
106	Filing of Patent Applications-Classified Subject Matter	52.227-10	Dec 2007			Applies in accordance with paragraph (e) of the clause
107	Patent Rights - Ownership by the Contractor	52.227-11	Dec 2007			Applies in accordance with paragraph (k) of the clause
108	Patent Rights-Ownership by the Government	52.227-13	Dec 2007			Applies in accordance with paragraph (j) of the clause
109	Rights in Data - General	52.227-14	Dec 2007			All Orders
110	Rights in Technical Data - Noncommercial items			252.227-7013	Feb 2012	All Orders (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.)
111	Rights in noncommercial computer software and noncommercial computer software documentation			252.227-7014	Feb 2012	All Orders (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.)

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
112	Technical Data-Commercial Items			252.227-7015	Dec 2011	All Orders (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.)
113	Rights in Bid or Proposal Information			252-227-7016	Jan 2011	All Orders
114	Identification and Assertion of Use, Release, or Disclosure Restrictions			252.227-7017	Jan 2011	All Orders
115	Validation of Asserted Restrictions - Computer Software			252.227-7019	Sep 2011	All Orders (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.")
116	Rights in Special Works			252.227-7020	Jun 1995	All Orders
117	Rights in Data-Existing Works			252.227-7021	Mar 1979	All Orders
118	Government Rights (Unlimited)			252.227-7022	Mar 1979	All Orders
119	Drawings and Other Data Become Property of Government			252.227-7023	Mar 1979	All Orders
120	Deferred Delivery of Technical Data or Computer Software			252.227-7026	Apr 1988	All Orders
121	Deferred Ordering of Technical Data or Computer Software			252.227-7027	Apr 1988	All Orders
122	Technical Data or Computer Software Previously Delivered to the Government			252.227-7028	Jun 1995	All Orders
123	Technical Data - Withholding of Payment			252.227-7030	Mar 2000	In this clause, "Government" and "Contracting Officer" shall mean Buyer.
124	Rights in Technical Data and Computer Software (Foreign)			252.227-7032	Jun 1975	All Orders
125	Rights in Shop Drawings			252.227-7033	Apr 1966	All Orders
126	Validation of Restrictive Markings on Technical Data			252.227-7037	Jun 2012	All Orders (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.)
127	Ground and Flight Risk			252.228.7001	Jun 2010	All Orders (This Clause applies only if the subcontract relates to the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft and is subject to USG approval.)

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
128	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles			252.228-7005	Dec 1991	All Orders
129	Workers' Compensation Insurance (Defense Base Act)	52.228-3	Apr 1984			All Orders
130	Workers' Compensation and War-Hazard Insurance Overseas	52.228-4	Apr 1984			All Orders
131	Insurance-Work on a Government Installation	52.228-5	Jan 1997			All Orders
132	Federal, State and Local Taxes	52.229-3	Apr 2003			All Orders
133	Taxes - Foreign Fixed-Price Contracts	52.229-6	Jun 2003			All Orders
134	State of New Mexico Gross Receipts and Compensating Tax	52.229-10	Apr 2003			All Orders
135	Reporting of Foreign Taxes-U.S. Assistance Programs			252.229-7011	Sep 2005	Applies to Orders for commodities that exceed \$500
136	Cost Accounting Standards	52.230-2	May 2012			As applicable
137	Disclosure and Consistency of Cost Accounting Practices	52.230-3	May 2012			As applicable
138	Administration of Cost Accounting Standards	52.230-6	Jun 2010			As applicable
139	Supplemental Cost Principles		Dec 1991	252.231-7000		As applicable
140	Interest	52.232-17	Oct 2010			All Orders
141	Prompt Payment for Construction Contracts	52.232-27	Oct 2008			All Orders supporting a Prime Contract that is for construction
142	Industrial Resources Developed Under Defense Production Act Title III	52.234-1	Dec 1994			All Orders
143	Frequency Authorization			252.235-7003	Dec 1991	Applies in accordance with paragraph (d) of the clause
144	Accident Prevention	52.236-13	Nov 1991			All Orders
145	Modification Proposals – Price Breakdown			252.236-7000	Dec 1991	All Orders
146	Telecommunications Security Equipment, Devices, Techniques, and Services			252.239-7016	Dec 1991	Applies in accordance with paragraph (e) of the clause
147	Stop-Work Order	52.242-15	Aug 1989			All Orders (in paragraph (a), change "90 days" to read "180 days")
148	Competition in Subcontracting	52.244-5	Dec 1996			All Orders
149	Subcontracts for Commercial Items	52.244-6	Dec 2010			CI
150	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)			252.244-7000	Jun 2012	CI
151	Government Property (Fixed-Price Contract)	52.245-1	Apr 2012			As applicable
152	Use and Charges	52.245-9	Apr 2012			All Orders
153	Contractor Inspection Requirements	52.246-1	Apr 1984			All Orders
154	Responsibility for Supplies	52.246-16	Apr 1984			All Orders
155	Warranty of Data			252.246-7001	Dec 1991	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 Buyer.
156	Notification of Potential Safety Issues			252.246-7003	Jan 2007	Applies in accordance with paragraph (f) of the clause
157	Preference of United States Flag Air Carriers	52.247-63	Jun 2003			All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
158	Transportation of Supplies by Sea			252.247-7023	May 2002	Applies in accordance with paragraph (h) (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.")
159	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64	Feb 2006			Applies if not exempted under 52.247-64(e)
160	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer			252.247-7003	Sept 2010	Applies in accordance with paragraph (c) of the clause.
161	Notification of Transportation of Supplies by Sea			252.247-7024	Mar 2000	All Orders (modify paragraph (a) to read "[I]f, after the award of this order, the Seller learns that supplies . . .")
162	Value Engineering	52.248-1	Oct 2010			All Orders
163	Termination for Convenience of the Government (Fixed-Price)	52.249-2	May 2004			All Orders (in paragraph (c), change "120 days" to "60 days"; in paragraph (e), change "1 year" to "6 months"; in paragraph l, 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 in the event the prime contract is terminated)
164	Termination (Cost-Reimbursement)	52.249-6	May 2004			All Orders (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 in the event the prime contract is terminated)
165	Default (Fixed-Price Supply and Service)	52-249-8	Apr 1984			All Orders (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 in the event the prime contract is terminated)

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
166	Notification of Anticipated Contract Termination or Reduction			252.249-7002	Oct 2010	(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")

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
167	Security Classification Requirements	1852.204-75	Sep 1989			All Orders supporting a NASA contract
168	Security Requirements for Unclassified Information Technology Resources	1852.204-76	Jan 2011			All Orders supporting a NASA contract
169	Restrictions on Printing and Duplicating	1852.208-81	Nov 2004			All Orders supporting a NASA contract
170	Product Removal from Qualified Products List	1852.209-70	Dec 1988			All Orders supporting a NASA contract
171	Limitation of Future Contracting	1852.209-71	Dec 1988			All Orders supporting a NASA contract
172	Packaging Handling and Transportation	1852.211-70	Sep 2005			All Orders supporting a NASA contract
173	Make or Buy Program Requirements	1852.215-78	Feb 1988			All Orders supporting a NASA contract
174	Price Adjustments for "Make-or-Buy" Changes	1852.215-79	Dec 1988			All Orders supporting a NASA contract
175	Use of Rural Area Small Businesses	1852.219-74	Sep 1990			All Orders supporting a NASA contract
176	Small Business Subcontracting Reporting	1852.219-75	May 1999			All Orders supporting a NASA contract
177	NASA 8 Percent Goal	1852.219-76	Jul 1997			All Orders supporting a NASA contract
178	Safety and Health	1852.223-70	Apr 2002			All Orders supporting a NASA contract
179	Frequency Authorization	1852.223-71	Dec 1998			All Orders supporting a NASA contract
180	Safety and Health Plan	1852.223-73	Nov 2004			All Orders supporting a NASA contract
181	Drug and Alcohol-Free Workforce	1852.223-74	Mar 1996			All Orders supporting a NASA contract
182	Major Breach of Safety or Security	1852.223-75	Feb 2002			All Orders supporting a NASA contract
183	Duty Free Entry of Space Articles	1852.225-8				All Orders supporting a NASA contract
184	Export Licenses	1852.225-70	Feb 2000			All Orders supporting a NASA contract
185	Patent Rights - Retention by the Contractor (Short Form)	1852.227-11				All Orders supporting a NASA contract
186	Rights in Data - General	1852.227-14				All Orders supporting a NASA contract
187	Rights in Data - Special Works	1852.227-17				All Orders supporting a NASA contract
188	Commercial Computer Software - Restricted Rights	1852.227-19				All Orders supporting a NASA contract
189	New Technology	1852.227-70	May 2002			All Orders supporting a NASA contract
190	Requests for Waiver of Rights to Inventions	1852.227-71	Apr 1984			All Orders supporting a NASA contract
191	Designation of New Technology Representative and Patent Representative	1852.227-72	Jul 1997			All Orders supporting a NASA contract
192	Patent Rights Clauses	1852.227-84	Dec 1989			All Orders supporting a NASA contract

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
193	Invention Reporting and Rights - Foreign	1852.227-85	Apr 1986			All Orders supporting a NASA contract
194	Commercial Computer Software – Licensing	1852.227-86	Dec 1987			All Orders supporting a NASA contract
195	Minimum Insurance Coverage	1852.228-75	Oct 1998			All Orders supporting a NASA contract
196	Cross-Waiver of Liability for Space Station Services	1852.228-76	Oct 2012			All Orders supporting a NASA contract
197	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches	1852.228-78	Oct 2012			All Orders supporting a NASA contract
198	Determination of Compensation Reasonableness	1852.231-71	Mar 1994			All Orders supporting a NASA contract
199	Submission of Requests for Progress Payments	1852.232-82	Mar 1989			All Orders supporting a NASA contract
200	Center for Aerospace Information	1852.235-70	Dec 2006			All Orders supporting a NASA contract
201	Pension Portability	1852.237-71	Jan 1997			All Orders supporting a NASA contract
202	Technical Direction	1852.242-70	Sep 1993			All Orders supporting a NASA contract (“COTR” shall be deemed to be Buyer’s Purchasing Representative)
203	Travel Outside the U.S.	1852.242-71	Dec 1998			All Orders supporting a NASA contract
204	NASA Contractor Financial Management Reporting	1852.242-73	Nov 2004			All Orders supporting a NASA contract
205	Engineering Change Proposals	1852.243-70	Oct 2001			All Orders supporting a NASA contract (“Contracting Officer” shall mean “Buyer’s Purchasing Representative”)
206	Shared Savings	1852.243-71	Mar 1997			All Orders supporting a NASA contract (“Contracting Officer” shall mean “Buyer’s Purchasing Representative”)
207	Geographic Participation in the Aerospace	1852.244-70	Apr 1985			All Orders supporting a NASA contract
208	Contractor Requests for Government-Owned Equipment	1852.245-70	Jan 2011			All Orders supporting a NASA contract
209	Installation-Accountable Government Property	1852.245-71	Jan 2011			All Orders supporting a NASA contract
210	Liability for Government Property Furnished for Repair or Other Services	1852.245-72	Jan 2011			All Orders supporting a NASA contract
211	Financial Reporting of NASA Property in the Custody of Contractors	1852.245-73	Jan 2011			All Orders supporting a NASA contract (Reports shall be made directly to Buyer)
212	Identification and Marking of Government Equipment	1852.245-74	Jan 2011			All Orders supporting a NASA contract
213	Property Management Changes	1852.245-75	Jan 2011			All Orders supporting a NASA contract
214	List of Government Furnished Property	1852.245-76	Jan 2011			All Orders supporting a NASA contract
215	List of Installation-Accountable Property and Services	1852.245-77	Jan 2011			All Orders supporting a NASA contract
2116	Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value	1852.245-79	Jan 2011			All Orders supporting a NASA contract
217	Government Property Management Information	1852.245-80	Jan 2011			All Orders supporting a NASA contract
218	Mission Critical Space System Personnel Reliability Program	1852.246-70	Mar 1997			All Orders supporting a NASA contract

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
219	Human Space Flight Item	1852.246-73	Mar 1997			All Orders supporting a NASA contract
220	Protection of the Florida Manatee	1852.247-71	Mar 1989			All Orders supporting a NASA contract
221	Notice of Earned Value Management System	1852.234-1	Nov 2006			All Orders supporting a NASA contract
222	Earned Value Management System	1852.234-2	Nov 2006			All Orders supporting a NASA contract
223	Equitable Adjustments	1852.243-72	Apr 1998			All Orders supporting a NASA contract