# 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, FAR 52.245-1 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, nonexclusive, 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 nonexclusive, 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 **For covered subcontracts:**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), -1.4(b), -300.5(a), and -741.5(a). These regulations prohibit discrimination against gualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. These regulations also prohibit covered prime contractors and subcontractors from discharging or in any other manner discriminating against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or

another employee or applicant, except as otherwise set forth in CFR § 60-1.4(a)(3).

This contractor and subcontractor shall abide by the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A.

- 7.2 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 <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a> and <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a> and <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a>
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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 is 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.

7.7 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.

|    |  | FAR                   |                      | DFARS        | DFARS    |  |
|----|--|-----------------------|----------------------|--------------|----------|--|
| 1  | Clause Definitions   | Reference<br>52.202-1 | FAR Date<br>Jan 2012 | Reference    | Date     | APPLICABILITY<br>All Orders  |
| 2  | Gratuities   | 52.202-1              | Apr 1984             |              |          | All Orders   |
| 3  | Covenant Against Contingent Fees   | 52.203-5              | Apr 1984             |              |          | All Orders   |
| 4  | Restrictions on Subcontractor Sales to the   | 52.203-6              | Sep 2006             |              |          | SA   |
| T  | Government   | 02.200 0              | 000 2000             |              |          | U.Y.   |
| 5  | Anti-Kickback Procedures   | 52.203-7              | May 2014             |              |          | Applies if Order exceeds<br>\$150,000<br>(exclude paragraph (c)(1); in<br>paragraph (c)(4) delete "[T]he<br>contracting officer may" and<br>replace with "[T]o the extent the<br>Contracting Officer has made an<br>offset in the Prime Contractor<br>directed the Buyer to withhold an<br>amount, the Buyer may") |
| 6  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity                           | 52.203-8              | May 2014             |              |          | All Orders   |
| 7  | Price or Fee Adjustment for Illegal or Improper<br>Activity  | 52.203-10             | May 2014             |              |          | All Orders   |
| 8  | Certification and Disclosure Regarding Payments<br>to Influence Certain Federal Transactions               | 52.203-11             | Sep 2007             |              |          | Applies in accordance with FAR<br>3.808 and if Order exceeds<br>\$150,000  |
| 9  | Limitation on Payments to Influence Certain<br>Federal Transactions  | 52.203-12             | Oct 2010             |              |          | Applies if Order exceeds<br>\$150,000  |
| 10 | Contractor Code of Business Ethics and Conduct   | 52.203-13             | Oct 2015             |              |          | Applies if Order exceeds<br>\$5,500,000 and has a period of<br>performance greater than 120<br>days  |
| 11 | Display of Hotline Posters   | 52.203-14             | Dec 2007             |              |          | Applies if Order exceeds<br>\$5,500,000, but does not apply to<br>Orders for commercial items or if<br>the Order is performed entirely<br>overseas   |
| 12 | Whistleblower Protections Under the American Recovery and Reinvestment Act                                 | 52.203-15             | Jun 2010             |              |          | Applies if Order is funded with<br>ARRA funds  |
| 13 | Contractor Employee Whistleblower Rights and<br>Requirement To Inform Employees of<br>Whistleblower Rights | 52.203-17             | Apr 2014             |              |          | Applies to all orders over the<br>Simplified Acquisition threshold   |
| 14 | Requirements Relating to Compensation of<br>Former DoD Officials   |                       |                      | 252.203-7000 | Sep 2011 | All Orders   |
| 15 | Prohibition on Persons Convicted of Fraud or<br>Other Defense Contract-Related Felonies                    |                       |                      | 252.203-7001 | Dec 2008 | SA   |
| 16 | Requirements to Inform Employees of<br>Whistleblower Rights  |                       |                      | 252.203-7002 | Sep 2013 | All Orders   |
| 17 | Display of Hotline Poster(s)   |                       |                      | 252.203-7004 | Jan 2015 | Applies in accordance with<br>subparagraph (e) of the clause   |
| 18 | Security Requirements  | 52.204-2              | Aug 1996             |              |          | Applies if Order involves access to classified information   |
| 19 | Disclosure of Information  |                       | ļ                    | 252.204-7000 | Aug 2013 | All Orders   |
| 20 | Limitations on the Use or Disclosure of Third-<br>Party Contractor Reported Cyber Incident<br>Information  |                       |                      | 252.204-7009 | Dec 2015 | Applies in accordance with<br>paragraph (c) of the clause  |
| 21 | Safeguarding Unclassified Controlled Technical<br>Information  |                       |                      | 252.204-7012 | Dec 2015 | All Orders   |
| 22 | Notice of Authorized Disclosure of Information for Litigation Support                                      |                       |                      | 252.204-7015 | May 2016 | All Orders   |
| 23 | Personal Identity Verification of Contractor<br>Personnel  | 52.204-9              | Jan 2011             |              |          | Applies in accordance with (b) of the clause   |
| 24 | Reporting Executive Compensation and First-Tier<br>Subcontract Awards                                      | 52.204-10             | Oct 2015             |              |          | As applicable  |
| 25 | Basic Safeguarding of Covered Contractor<br>Information Systems  | 52.204-21             | Jun 2016             |              |          | Applies in accordance with<br>paragraph (c) of the clause  |

|    | Clause   | FAR<br>Reference | FAR Date | DFARS<br>Reference | DFARS<br>Date | APPLICABILITY   |
|----|--|------------------|----------|--------------------|---------------|---|
| 27 | Intent to Furnish Precious Metals as Government<br>Furnished Material  | Reference        | TANDUIC  | 252.208-7000       | Dec 1991      | All Orders  |
| 28 | Protecting the Government's Interest when<br>Subcontracting with Contractors Debarred,<br>Suspended, or Proposed for Debarrment                  | 52.209-6         | Oct 2015 |                    |               | Applies in accordance with<br>paragraph (e) of the clause                           |
| 29 | Material Requirements  | 52.211-5         | Aug 2000 |                    |               | All Orders  |
| 30 | Defense Priority and Allocation Requirements   | 52.211-15        | Apr 2008 |                    |               | Applies if priority rating is noted<br>on this Order                                |
| 31 | Acquisition Streamlining   |                  |          | 252.211-7000       | Oct 2010      | Applies if Order exceeds \$1.5M   |
| 32 | Item Unique Identification and Valuation   |                  |          | 252.211-7003       | March<br>2016 | All Orders  |
| 33 | Contract Terms and Conditions Required to<br>Implement Statutes or Executive Orders—<br>Commercial Items   | 52.212-5         | Jun 2016 |                    |               | CI  |
| 34 | Contract Terms and Conditions Required to<br>Implement Statutes or Executive Orders<br>Applicable to Defense Acquisitions of Commercial<br>Items |                  |          | 252.212-7001       | Jun 2012      | CI  |
| 35 | Audit and Records-Sealed Bidding   | 52.214-26        | Oct 2010 |                    |               | Applies when cost or pricing data required  |
| 36 | Price Reduction for Defective Cost or Pricing<br>Data—Modifications—Sealed Bidding   | 52.214-27        | Aug 2011 |                    |               | Applies when cost or pricing data required  |
| 37 | Subcontractor Cost or Pricing Data-Modifications-<br>Sealed Bidding  | 52.214-28        | Oct 2010 |                    |               | Applies when cost or pricing data required  |
| 38 | Audits and Records – Negotiation   | 52.215-2         | Oct 2010 |                    |               | SA  |
| 39 | Price Reduction for Defective Cost or Pricing Data   | 52.215-10        | Aug 2011 |                    |               | Applies when cost or pricing data<br>are required                                   |
| 40 | Price Reduction for Defective Cost or Pricing<br>Data-Modifications  | 52.215-11        | Aug 2011 |                    |               | Applies when cost or pricing data<br>are required                                   |
| 41 | Subcontracting Cost or Pricing Data  | 52.215-12        | Oct 2010 |                    |               | Applies when cost or pricing data are required                                      |
| 42 | Subcontractor Cost or Pricing Data-Modifications   | 52.215-13        | Oct 2010 |                    |               | Applies when cost or pricing data are required                                      |
| 43 | Integrity of Unit Prices   | 52.215-14        | Oct 2010 |                    |               | Applies in accordance with<br>paragraph (c) of the clause                           |
| 44 | Pension Adjustments and Asset Reversions   | 52.215-15        | Oct 2010 |                    |               | Applies in accordance with FAR 15.408(g)  |
| 45 | Facilities Capital Cost of Money   | 52.215-16        | Jun 2003 |                    |               | Applies to cost-type Orders   |
| 46 | Waiver of Facilities Capital Cost of Money   | 52.215-17        | Oct 1997 |                    |               | Applies to cost-type Orders   |
| 47 | Reversion or Adjustment of Plans for<br>Postretirement Benefits (PRB) Other Than<br>Pensions.  | 52.215-18        | Jul 2005 |                    |               | Applies in accordance with FAR<br>15.408(j)   |
| 48 | Notification of Ownership Changes  | 52.215-19        | Oct 1997 |                    |               | Applies in accordance with FAR<br>15.408(k)   |
| 49 | Requirements for Cost or Pricing Data or<br>Information other than Cost or Pricing Data  | 52.215-20        | Oct 2010 |                    |               | All Orders  |
| 50 | Requirements for Cost or Pricing Data or<br>Information other than Cost or Pricing Data –<br>Modifications                                       | 52.215-21        | Oct 2010 |                    |               | All Orders  |
| 51 | Limitation on Pass-Through Charges   | 52.215-23        | Oct 2009 |                    |               | Applies in accordance with<br>paragraph (f)   |
| 52 | Allowable Cost and Payment   | 52.216-7         | Jun 2013 |                    |               | Applies to cost-type Orders   |
| 53 | Utilization of Small Business Concerns   | 52.219-8         | Oct 2014 |                    |               | SÁ  |
| 54 | Small Business Subcontracting Plan   | 52.219-9         | Jul 2013 |                    |               | Applies if Order exceeds<br>\$700,000 and Seller is not a small<br>business concern |
| 55 | Small business Subcontracting Plan (DoD Contracts)   |                  |          | 252.219-7003       | Aug 2012      | Applies when FAR 52.219-9 applies.  |
| 56 | Notice to the Government of Labor Disputes   | 52.222-1         | Feb 1997 |                    |               | All Orders  |
| 57 | Convict Labor  | 52.222-3         | Jun 2003 |                    |               | Applicable if Order is above the micro purchase threshold of FAR 2.101              |
| 58 | Contract Work Hours and Safety Standards Act -<br>Overtime Compensation  | 52.222-4         | Jul 2005 |                    |               | Applies in accordance with<br>paragraph (e) of the clause                           |

|          | Clause  | FAR                    | EAR Data             | DFARS        | DFARS    |  |
|----------|---|------------------------|----------------------|--------------|----------|--|
| 59       | Clause<br>Subcontracts (Labor Standards)  | Reference<br>52.222-11 | FAR Date<br>Jul 2005 | Reference    | Date     | APPLICABILITY<br>Applies if the Order is for   |
| 59       |   | 52.222-11              | Jui 2005             |              |          | construction within the United<br>States   |
| 60       | Walsh-Healey Public Contracts Act   | 52.222-20              | May 2014             |              |          | Applies if Order exceeds \$15,000  |
| 61       | Prohibition of Segregated Facilities  | 52.222-21              | Apr 2015             |              |          | Applies if FAR 52.222.26 is applicable   |
| 62       | Pre-award On-Site Equal Opportunity Compliance<br>Evaluation  | 52.222-24              | Feb 1999             |              |          | Applies if Order exceeds<br>\$10,000,000   |
| 63       | Equal Opportunity   | 52.222-26              | Apr 2015             |              |          | All Orders   |
| 64       | Affirmative Action Compliance Requirements for<br>Construction  | 52.222-27              | Apr 2015             |              |          | Applies if Order is for work<br>involving any construction trade in<br>excess of \$10.000  |
| 65       | Project Labor Agreements  | 52.222-34              | May 2010             |              |          | Applies if Order is for construction   |
| 66       | Equal Opportunity for Veterans  | 52.222-35              | Oct 2015             |              |          | Applies if Order exceeds<br>\$150,000  |
| 67       | Affirmative Action for Workers with Disabilities  | 52.222-36              | July 2014            |              |          | Applies if Order exceeds \$50,000  |
| 68       | Employment Reports on Veterans  | 52.222-37              | Oct 2015             |              |          | Applies if Order exceeds<br>\$150,000  |
| 69       | Notification of Employee Rights Under the<br>National Labor Relations Act   | 52.222-40              | Dec 2010             |              |          | Applies in accordance with<br>paragraph (f)  |
| 70       | Service Contract Act of 1965  | 52.222-41              | Nov 2007             |              |          | Applies if Order exceeds \$2,500   |
| 71       | Combating Trafficking in Persons  | 52.222-50              | Mar 2015             |              |          | All Orders   |
| 72       | Exemption from Application of the Service<br>Contract Act to Contracts for Maintenance,<br>Calibration, or Repair of Certain Equipment—<br>Requirements | 52.222-51              | Nov 2007             |              |          | Applies to Orders for exempt<br>services   |
| 73       | Exemption from Application of the Service<br>Contract Act to Contracts for Certain Services—<br>Requirements  | 52.222-53              | Feb 2009             |              |          | Applies to Orders for exempt<br>services   |
| 74       | Employment Eligibility Verification   | 52.222-54              | Oct 2015             |              |          | Applies in accordance with<br>paragraph (e) of the clause  |
| 75       | Restrictions on Employment of Personnel   |                        |                      | 252.222-7000 | Mar 2000 | All Orders   |
| 76       | Restrictions on the Use of Mandatory Arbitration<br>Agreements  |                        |                      | 252.222-7006 | Dec 2010 | As applicable  |
| 77       | Representation Regarding Combating Trafficking<br>in Persons  |                        |                      | 252.222-7007 | Jan 2015 | All Orders   |
| 78       | Hazardous Material Identification and Material<br>Safety Data   | 52.223-3               | Jan 1997             |              |          | Applies only if Seller delivers<br>hazardous materials under this<br>Order   |
| 79       | Notice of Radioactive Materials   | 52.223-7               | Jan 1997             |              |          | Applies only if Seller delivers<br>radioactive materials under this<br>Order   |
| 80       | Ozone Depleting Substances  | 52.223-11              | May 2001             |              |          | All Orders   |
| 81       | Energy Efficiency in Energy-Consuming Products  | 52.223-15              | Dec 2007             |              |          | Applies in accordance with<br>subparagraph (c) of the clause   |
| 82       | Contractor Policy to Ban Text Messaging While<br>Driving  | 52.223-18              | Aug 2011             | 050 000 7000 | A 0040   |  |
| 83       | Prohibition on Storage and Disposal of Toxic and<br>Hazardous Materials   | 50.005.4               | N. 0044              | 252.223-7006 | Apr 2012 | All Orders   |
| 84       | Buy American Act - Supplies   | 52-225-1<br>52.225-3   | May 2014             |              |          | Applies to all subcontracts for<br>supplies<br>All Orders  |
| 85<br>86 | Buy American Act-North American Free Trade<br>Agreement-Israeli Trade Act<br>Trade Agreements   | 52.225-3               | Nov 2012             |              |          | All Orders   |
| 87       | 0   | 52.225-5               | Sep 2013             |              |          |  |
| 01       | Duty Free Entry   | JZ.ZZƏ-O               | Oct 2010             |              |          | Applies in accordance with<br>paragraph (j) of the clause<br>(in paragraph (c)(1), change "20<br>calendar days" to "30 calendar<br>days" and in paragraph (c)(2),<br>change "10 calendar days" to "20<br>calendar days") |
| 88       | Restrictions on Certain Foreign Purchases   | 52.225-13              | Jun 2008             |              |          | All Orders   |

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| 89  | Clause<br>Required Use of American Iron, Steel, and  | Reference<br>52-225-21 | FAR Date<br>Mar 2009 | Reference    | Date     | APPLICABILITY   |
| 59  | Manufactured Goods - Buy American Act -<br>Construction Materials  | 52-225-21              | Mar 2009             |              |          | Applies to all construction<br>subcontracts                                 |
| 90  | Required Use of American Iron, Steel, and<br>Manufactured Goods - Buy American Act -                             | 52-225-23              | Aug 2009             |              |          | Applies to all construction<br>subcontracts                                 |
| 91  | Construction Materials Under Trade Agreements<br>Contractors Performing Private Security                         | 52-225-26              | Jul 2013             |              |          | Applies in accordance with  |
|     | Functions Outside the United States  |                        |                      |              |          | paragraph (f) of the clause   |
| 92  | Buy American Act and the Balance of Payments<br>Program  |                        |                      | 252.225-7001 | Nov 2014 | All Orders  |
| 93  | Qualifying Country Sources as Subcontractors   |                        |                      | 252.225-7002 | Dec 2012 | All Orders  |
| 94  | Quarterly Reporting of Actual Contract<br>Performance Outside the United States                                  |                        |                      | 252.225-7006 | Oct 2010 | Applies in accordance with<br>paragraph (f) of the clause                   |
| 95  | Prohibition on Acquisition of United States<br>Munitions List items From communist Chinese<br>Military Companies |                        |                      | 252.225-7007 | Sep 2006 | All Orders  |
| 96  | Restriction on Acquisition of Specialty Metals   |                        |                      | 252.225-7008 | Mar 2013 | All Orders  |
| 97  | Restriction on Acquisition of Certain Articles<br>Containing Specialty Metals                                    |                        |                      | 252.225-7009 | Jun 2013 | All Orders  |
| 98  | Commercial Derivative Military Article—Specialty<br>Metals Compliance Certificate                                |                        |                      | 252.225-7010 | Jul 2009 | All Orders  |
| 99  | Preference for Certain Domestic Commodities  |                        |                      | 252.225-7012 | Feb 2013 | All Orders  |
| 100 | Duty-Free Entry  |                        |                      | 252.225-7013 | May 2016 | All Orders  |
| 101 | Restriction on Acquisition of Hand or Measuring<br>Tools   |                        |                      | 252.225-7015 | Jun 2005 | All Orders  |
| 102 | Restriction on Acquisition of Ball and Roller<br>Bearings  |                        |                      | 252.225-7016 | Jun 2011 | All Orders  |
| 103 | Trade Ägreements   |                        |                      | 252.225-7021 | Oct 2013 | All Orders  |
| 104 | Restriction on Acquisition of Forgings   |                        |                      | 252.225-7025 | Dec 2009 | All Orders  |
| 105 | Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate   |                        |                      | 252.225-7030 | Dec 2006 | All Orders  |
| 106 | Waiver of United Kingdom Levies  |                        |                      | 252.225-7033 | Apr 2003 | All Orders  |
| 107 | Buy American Act-Free Trade Agreement-<br>Balance of Payments Program  |                        |                      | 252.225-7036 | Dec 2012 | All Orders  |
| 108 | Restriction on Acquisition of Air Circuit Breakers   |                        |                      | 252.225-7038 | Jun 2005 | All Orders  |
| 109 | Contractor Personnel Authorized to Accompany<br>U.S. Armed Forces Deployed Outside the United<br>States          |                        |                      | 252.225-7040 | Feb 2012 | All Orders  |
| 110 | Antiterrorism/Force Protection for Defense<br>Contractors Outside the United States                              |                        |                      | 252.225-7043 | Jun 2015 | All Orders  |
| 111 | Export Controlled Items  |                        |                      | 252.225-7048 | Jun 2013 | All Orders  |
| 112 | Utilization of Indian Organizations and Indian-<br>Owned Economic Enterprises-DoD Contracts                      |                        |                      | 252.226-7001 | Sep 2004 | Applies if Order exceeds<br>\$500,000                                       |
| 113 | Authorization and Consent  | 52.227-1               | Dec 2007             |              |          | SA<br>(include Alternate I or II to<br>the extent in the Prime<br>Contract) |
| 114 | Notice and Assistance Regarding Patent and<br>Copyright Infringement   | 52.227-2               | Dec 2007             |              |          | SA  |
| 115 | Patent Indemnity   | 52.227-3               | Apr 1984             |              |          | All Orders  |
| 116 | Refund of Royalties  | 52.227-9               | Apr 1984             |              |          | Applies in accordance with<br>paragraph (f) of the clause                   |
| 117 | Filing of Patent Applications-Classified Subject<br>Matter   | 52.227-10              | Dec 2007             |              |          | Applies in accordance with<br>paragraph (e) of the clause                   |
| 118 | Patent Rights - Ownership by the Contractor  | 52.227-11              | May 2014             |              |          | Applies in accordance with<br>paragraph (k) of the clause                   |
| 119 | Patent Rights-Ownership by the Government  | 52.227-13              | Dec 2007             |              |          | Applies in accordance with paragraph (i) of the clause                      |
| 120 | Rights in Data – General   | 52.227-14              | Dec 2007             |              | 1        | All Orders  |

|            | Clauco  | FAR       | EAR Date | DFARS                        | DFARS                |  |
|------------|---|-----------|----------|------------------------------|----------------------|--|
| 121        | Clause<br>Rights in Technical Data - Noncommercial items                    | Reference | FAR Date | Reference<br>252.227-7013    | Date<br>Feb 2014     | APPLICABILITY<br>All Orders<br>(applicable when  |
|            |   |           |          |                              |                      | technical data from subcontractor<br>delivered to the Government by<br>the prime contractor; deleted from  |
|            |   |           |          |                              |                      | (b)(1)(iv) "[T]o the Contractor" and<br>from (b)(1)(ix) "contract or" and<br>"thereunder"; add "[B]uyer or"  |
|            |   |           |          |                              |                      | before "Government" in (c) and<br>(i); change the second and third<br>occurrences of "Contracting<br>Officer" to "Government" in (e)(4);                                 |
|            |   |           |          |                              |                      | add "[A]nd the Government" after<br>"parties" in (h)(1); change in (h)(2)<br>"sixty (60)" to "fifty (50)" days; no<br>substitutions for "Government"<br>have been made.) |
| 122        | Rights in noncommercial computer software and                               |           |          | 252.227-7014                 | Feb 2014             | All Orders   |
|            | noncommercial computer software documentation                               |           |          |                              |                      | (applicable when software and<br>software documentation from<br>subcontractor delivered to the   |
|            |   |           |          |                              |                      | Government by the prime<br>contractor; delete from (b)(1)(iii)<br>"[T]o the Contractor" and from<br>(b)(1)(vi) "contract or" and<br>"thereunder"; add "[B]uyer or"       |
|            |   |           |          |                              |                      | before "Government" in (i);<br>change the second and third<br>occurrences of "Contracting<br>Officer" to "Government" in (e)(4);   |
|            |   |           |          |                              |                      | add "[A]nd the Government" after<br>"parties" in (h)(1); change in (h)(2)<br>"sixty (60)" to "fifty (50)" days; no<br>substitutions for "Government"<br>have been made.) |
| 123        | Technical Data-Commercial Items   |           |          | 252.227-7015                 | Feb 2014             | All Orders<br>(in lieu of DFARS<br>252.227-7013 for Commercial   |
|            |   |           |          |                              |                      | Items; applicable only when<br>commercial item (as defined in<br>the FAR) technical data from<br>subcontractor delivered to the  |
|            |   |           |          |                              |                      | Government by the prime<br>contractor; no substitutions for<br>"Contracting Officer" or  |
| 124        | Rights in Bid or Proposal Information                                       |           |          | 252-227-7016                 | Jan 2011             | "Government" have been made.)<br>All Orders  |
| 125        | Identification and Assertion of Use, Release, or<br>Disclosure Restrictions |           |          | 252.227-7017                 | Jan 2011             | All Orders   |
| 126        | Validation of Asserted Restrictions - Computer<br>Software                  |           |          | 252.227-7019                 | Sep 2011             | All Orders<br>(applies when clause 252.227-<br>7014 is used: substitute "Buyer's   |
|            |   |           |          |                              |                      | Purchasing Representative" for<br>"Contracting Officer" in paragraph<br>(b), otherwise no substitutions are  |
|            |   |           |          |                              |                      | made for "Contracting Officer" or<br>"Government"; in paragraphs<br>(f)(5) and (f)(6), substitute "the<br>prime contract" for "this contract.")                          |
| 127        | Rights in Special Works   |           |          | 252.227-7020                 | Jun 1995             | All Orders   |
| 128<br>129 | Rights in Data-Existing Works<br>Government Rights (Unlimited)              |           |          | 252.227-7021<br>252.227-7022 | Mar 1979<br>Mar 1979 | All Orders<br>All Orders   |
| 130        | Drawings and Other Data Become Property of                                  |           | 1        | 252.227-7022                 | Mar 1979<br>Mar 1979 | All Orders   |
|            | Government  |           |          |                              |                      |  |

|     | Clause   | FAR<br>Reference | FAR Date | DFARS<br>Reference | DFARS<br>Date | APPLICABILITY   |
|-----|--|------------------|----------|--------------------|---------------|---|
| 131 | Deferred Delivery of Technical Data or Computer<br>Software                              |                  |          | 252.227-7026       | Apr 1988      | All Orders  |
| 132 | Deferred Ordering of Technical Data or Computer<br>Software                              |                  |          | 252.227-7027       | Apr 1988      | All Orders  |
| 133 | Technical Data or Computer Software Previously<br>Delivered to the Government            |                  |          | 252.227-7028       | Jun 1995      | All Orders  |
| 134 | Technical Data - Withholding of Payment  |                  |          | 252.227-7030       | Mar 2000      | In this clause, "Government" and<br>"Contracting Officer" shall mean<br>Buyer.  |
| 135 | Rights in Technical Data and Computer Software (Foreign)                                 |                  |          | 252.227-7032       | Jun 1975      | All Orders  |
| 136 | Rights in Shop Drawings  |                  |          | 252.227-7033       | Apr 1966      | All Orders  |
| 137 | Validation of Restrictive Markings on Technical<br>Data                                  |                  |          | 252.227-7037       | Jun 2013      | All Orders<br>(applies when Clause 252.227-<br>7013, 252.227-7014 or 252.227-<br>7015 are used; in paragraph (b),<br>"Contractor's" remains in the<br>clause with a lower case "c",<br>insert in paragraphs (c) and (d)(1)<br>"hereunder" after "subcontract";<br>change in paragraphs (f) and<br>(g)(2)(i) "this contract" to "the<br>prime contract"; no substitutions<br>for "Government" or "Contracting<br>Officer" are made.) |
| 138 | Patent Rights – Ownership by the Contractor<br>(Large Business)                          |                  |          | 252.227-7038       | Dec 2007      | Orders placed by United<br>Technologies Corporation, Pratt &<br>Whitney Division ("P&W) and<br>P&W subsidiaries for<br>experimental, developmental or<br>research work unless the supplier<br>is a non-profit or small-business.  |
| 139 | Ground and Flight Risk   |                  |          | 252.228.7001       | Jun 2010      | All Orders<br>(This Clause applies only if the<br>subcontract relates to the<br>acquisition, development,<br>production, modification,<br>maintenance, repair, flight or<br>overhaul of aircraft and is subject<br>to USG approval.)  |
| 140 | Accident Reporting and Investigation Involving   |                  |          | 252.228-7005       | Dec 1991      | All Orders  |
| 141 | Aircraft, Missiles and Space Launch Vehicles<br>Workers' Compensation Insurance (Defense | 52.228-3         | Apr 1984 |                    |               | All Orders  |
| 142 | Base Act)<br>Workers' Compensation and War-Hazard<br>Insurance Overseas                  | 52.228-4         | Apr 1984 |                    |               | All Orders  |
| 143 | Insurance-Work on a Government Installation  | 52.228-5         | Jan 1997 |                    |               | All Orders  |
| 144 | Federal, State and Local Taxes   | 52.229-3         | Feb 2013 |                    |               | All Orders  |
| 145 | Taxes - Foreign Fixed-Price Contracts  | 52.229-6         | Feb 2013 |                    |               | All Orders  |
| 146 | State of New Mexico Gross Receipts and<br>Compensating Tax                               | 52.229-10        | Apr 2003 |                    |               | All Orders  |
| 147 | Reporting of Foreign Taxes-U.S. Assistance<br>Programs                                   |                  | 1        | 252.229-7011       | Sep 2005      | Applies to Orders for commodities that exceed \$500   |
| 148 | Cost Accounting Standards  | 52.230-2         | Oct 2015 |                    |               | As applicable   |
| 149 | Disclosure and Consistency of Cost Accounting<br>Practices                               | 52.230-3         | May 2012 |                    |               | As applicable   |
| 150 | Disclosure and Consistency of Cost Accounting<br>Practices - Foreign Concerns            | 52-230-4         | May 2014 |                    |               | Applies to subcontracts in<br>accordance with paragraph (d) of<br>the clause  |
| 151 | Administration of Cost Accounting Standards  | 52.230-6         | Jun 2010 |                    |               | As applicable   |

|     | Clause   | FAR<br>Reference | FAR Date | DFARS<br>Reference | DFARS<br>Date | APPLICABILITY   |
|-----|--|------------------|----------|--------------------|---------------|---|
| 152 | Supplemental Cost Principles   |                  |          | 252.231-7000       | Dec 1991      | As applicable   |
| 153 | Interest   | 52.232-17        | May 2014 |                    |               | All Orders  |
| 154 | Prompt Payment for Construction Contracts                                      | 52.232-27        | Jul 2013 |                    |               | All Orders supporting a Prime<br>Contract that is for construction  |
| 155 | Providing Accelerated Payments to Small<br>Business Subcontractors             | 52.232-40        | Dec 2013 |                    |               | All Orders  |
| 156 | Industrial Resources Developed Under Defense<br>Production Act Title III       | 52.234-1         | Dec 1994 |                    |               | All Orders  |
| 157 | Frequency Authorization  |                  |          | 252.235-7003       | Mar 2014      | Applies in accordance with<br>paragraph (d) of the clause   |
| 158 | Accident Prevention  | 52.236-13        | Nov 1991 |                    |               | All Orders  |
| 159 | Modification Proposals – Price Breakdown                                       |                  |          | 252.236-7000       | Dec 1991      | All Orders  |
| 160 | Telecommunications Security Equipment,<br>Devices, Techniques, and Services    |                  |          | 252.239-7016       | Dec 1991      | Applies in accordance with<br>paragraph (e) of the clause   |
| 161 | Notice of Supply Chain Risk  |                  |          | 252.239-7017       | Nov 2013      | All Orders that that involve the<br>development or delivery of any<br>information technology whether<br>acquired as a service or as a<br>supply   |
| 162 | Supply Chain Risk  |                  |          | 252.239-7018       | Nov 2013      | All Orders that that involve the<br>development or delivery of any<br>information technology whether<br>acquired as a service or as a<br>supply   |
| 163 | Stop-Work Order  | 52.242-15        | Aug 1989 |                    |               | All Orders (in paragraph (a),<br>change "90 days" to read "180<br>days")  |
| 164 | Competition in Subcontracting  | 52.244-5         | Dec 1996 |                    |               | All Orders  |
| 165 | Subcontracts for Commercial Items  | 52.244-6         |          |                    |               | CI  |
| 166 | Subcontracts for Commercial Items and<br>Commercial Components (DOD Contracts) |                  |          | 252.244-7000       | Jun 2013      | CI  |
| 167 | Government Property  | 52.245-1         | Apr 2012 |                    |               | As applicable   |
| 168 | Use and Charges  | 52.245-9         | Apr 2012 |                    |               | All Orders  |
| 169 | Contractor Inspection Requirements   | 52.246-1         | Apr 1984 |                    |               | All Orders  |
| 170 | Inspection of Supplies – Fixed Price   | 52-246-2         | Aug 1996 |                    |               | All Orders  |
| 171 | Inspection of Supplies – Cost-Reimbursement                                    | 52-246-3         | May 2001 |                    |               | Applies to all cost-reimbursement subcontracts for supplies   |
| 172 | Responsibility for Supplies  | 52.246-16        | Apr 1984 |                    |               | All Orders  |
| 173 | Warranty of Data   |                  |          | 252.246-7001       | Dec 1991      | The warranty period in paragraph<br>(b) is three years from the<br>Government's acceptance of the<br>final items of data under this<br>contract. "Government" and<br>"Contracting Officer" shall mean<br>Buyer. |
| 174 | Notification of Potential Safety Issues  |                  |          | 252.246-7003       | Jun 2013      | Applies in accordance with<br>paragraph (f) of the clause   |
| 175 | Contractor Counterfeit Electronic Part Detection<br>and Avoidance System.      |                  |          | 252-246-7007       | May 2014      | All Orders. Only paragraphs (a) -<br>(e) apply.   |
| 176 | Preference of United States Flag Air Carriers                                  | 52.247-63        | Jun 2003 |                    |               | All Orders  |

|     |   | FAR       |          | DFARS        | DFARS    |  |
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| 477 | Clause  | Reference | FAR Date | Reference    | Date     | APPLICABILITY  |
| 177 | Transportation of Supplies by Sea   |           |          | 252.247-7023 | Apr 2014 | Applies in accordance with<br>paragraph (h)<br>(change "[P]rime contractor" in<br>paragraph (a)(5) to "Seller" and<br>"the prime contract" to "this<br>order"; modify paragraph (c) to<br>read "[T]he Seller and its<br>subcontractors may request that<br>the Buyer obtain Government<br>authorization for shipment";<br>change in paragraph (d)<br>"Contracting Officer" to "Buyer" in<br>the second sentence; change<br>"45" to "60" days in paragraph (d);<br>change "30" to "25" in paragraph<br>(e); delete in paragraph (e) "and<br>the Maritime Administration Office<br>of Cargo Preference, U.S.<br>Department of Transportation,<br>400 Seventh Street, N.W.,<br>Washington, DC 20590"; delete in<br>paragraph (g) "for the purposes of<br>the Prompt Payment clause of<br>this contract.") |
| 178 | Preference for Privately Owned U.SFlag<br>Commercial Vessels                  | 52.247-64 | Feb 2006 |              |          | Applies if not exempted under 52.247-64(e)   |
| 179 | Pass-Through of Motor Carrier Fuel Surcharge<br>Adjustment to the Cost Bearer |           |          | 252.247-7003 | Jun 2013 | Applies in accordance with paragraph (c) of the clause.  |
| 180 | Notification of Transportation of Supplies by Sea                             |           |          | 252.247-7024 | Mar 2000 | All Orders<br>(modify paragraph<br>(a) to read "[1]f, after the award of<br>this order, the Seller learns that<br>supplies")   |
| 181 | Value Engineering   | 52.248-1  | Oct 2010 |              |          | All Orders   |
| 182 | Termination for Convenience of the Government<br>(Fixed-Price)                | 52.249-2  | Apr 2012 |              |          | All Orders<br>(in paragraph (c), change "120<br>days" to "60 days"; in paragraph<br>(e), change "1 year" to "6<br>months"; in paragraph I, change<br>"90 days" to "45 days") (this<br>clause applies in lieu of the<br>Termination for Convenience<br>clause in the body of the Terms<br>and Conditions in the event the<br>prime contract is terminated)  |
| 183 | Termination (Cost-Reimbursement)  | 52.249-6  | May 2004 |              |          | All Orders<br>(in paragraph (a)(2), change "10<br>days"<br>to "7 days"; in paragraph (d),<br>change "120 days" to "60 days";<br>in paragraph (f), change "1 year"<br>to "6 months") (this clause applies<br>in lieu of the Termination for<br>Convenience clause in the body<br>of the Terms and Conditions in<br>the event the prime contract is<br>terminated)   |

|     | Clause  | FAR<br>Reference | FAR Date | DFARS<br>Reference | DFARS<br>Date | APPLICABILITY   |
|-----|---|------------------|----------|--------------------|---------------|---|
| 184 | Default (Fixed-Price Supply and Service)                      | 52-249-8         | Apr 1984 |                    |               | All Orders<br>(in paragraph (a)(2), change "10<br>days" to "7 days") (this clause<br>applies in lieu of the Termination<br>for Default clause in the body of<br>the Terms and Conditions in the<br>event the prime contract is<br>terminated)               |
| 185 | Notification of Anticipated Contract Termination or Reduction |                  |          | 252.249-7002       | Oct 2010      | (substitute "Buyer" for<br>"Contracting Officer" throughout;<br>modify paragraph (d)(1) to read<br>"[P]rovide notice of the proposed<br>termination or reduction to each<br>subcontractor with a subcontract<br>of \$100,000 or more under the<br>program") |

|     | Clause   | NASA FAR<br>Supp.<br>Reference | NASA<br>FAR Supp.<br>Date | DFARS<br>Reference | DFARS<br>Date | APPLICABILITY                         |
|-----|--|--------------------------------|---------------------------|--------------------|---------------|---------------------------------------|
| 186 | Requirement to Inform Employees of<br>Whistleblower Rights                 | 1852.203-71                    | Aug 2014                  |                    |               | All Orders supporting a NASA contract |
| 187 | Security Classification Requirements                                       | 1852.204-75                    | Sep 1989                  |                    |               | All Orders supporting a NASA contract |
| 188 | Security Requirements for Unclassified<br>Information Technology Resources | 1852.204-76                    | Jan 2011                  |                    |               | All Orders supporting a NASA contract |
| 189 | Restrictions on Printing and Duplicating                                   | 1852.208-81                    | Nov 2004                  |                    |               | All Orders supporting a NASA contract |
| 190 | Product Removal from Qualified Products List                               | 1852.209-70                    | Dec 1988                  |                    |               | All Orders supporting a NASA contract |
| 191 | Limitation of Future Contracting   | 1852.209-71                    | Dec 1988                  |                    |               | All Orders supporting a NASA contract |
| 192 | Packaging Handling and Transportation                                      | 1852.211-70                    | Sep 2005                  |                    |               | All Orders supporting a NASA contract |
| 193 | Make or Buy Program Requirements   | 1852.215-78                    | Feb 1988                  |                    |               | All Orders supporting a NASA contract |
| 194 | Price Adjustments for "Make-or-Buy" Changes                                | 1852.215-79                    | Dec 1988                  |                    |               | All Orders supporting a NASA contract |
| 195 | Use of Rural Area Small Businesses   | 1852.219-74                    | Sep 1990                  |                    |               | All Orders supporting a NASA contract |
| 196 | Small Business Subcontracting Reporting                                    | 1852.219-75                    | May 1999                  |                    |               | All Orders supporting a NASA contract |
| 197 | NASA 8 Percent Goal  | 1852.219-76                    | Jul 1997                  |                    |               | All Orders supporting a NASA contract |
| 198 | Safety and Health  | 1852.223-70                    | Apr 2002                  |                    |               | All Orders supporting a NASA contract |
| 199 | Frequency Authorization  | 1852.223-71                    | Dec 1998                  |                    |               | All Orders supporting a NASA contract |
| 200 | Safety and Health Plan   | 1852.223-73                    | Nov 2004                  |                    |               | All Orders supporting a NASA contract |
| 201 | Drug and Alcohol-Free Workforce  | 1852.223-74                    | Mar 1996                  |                    |               | All Orders supporting a NASA contract |
| 202 | Major Breach of Safety or Security   | 1852.223-75                    | Feb 2002                  |                    |               | All Orders supporting a NASA contract |
| 203 | Duty Free Entry of Space Articles  | 1852.225-8                     |                           |                    |               | All Orders supporting a NASA contract |
| 204 | Export Licenses  | 1852.225-70                    | Feb 2000                  |                    |               | All Orders supporting a NASA contract |
| 205 | Restriction on Funding Activity with China                                 | 1852.225-71                    | Apr 2011                  |                    |               | All Orders supporting a NASA contract |
| 206 | Patent Rights - Retention by the Contractor (Short Form)                   | 1852.227-11                    |                           |                    |               | All Orders supporting a NASA contract |

|     |  | NASA FAR<br>Supp.        | NASA<br>FAR Supp. | DFARS     | DFARS |   |
|-----|--|--------------------------|-------------------|-----------|-------|---|
| 207 | Clause<br>Rights in Data – General   | Reference<br>1852.227-14 | Date              | Reference | Date  | APPLICABILITY All Orders supporting a NASA  |
| 207 |  | 1002.227-14              |                   |           |       | contract  |
| 208 | Rights in Data - Special Works   | 1852.227-17              |                   |           |       | All Orders supporting a NASA contract   |
| 209 | Commercial Computer Software - Restricted<br>Rights                            | 1852.227-19              |                   |           |       | All Orders supporting a NASA contract   |
| 210 | New Technology   | 1852.227-70              | May 2002          |           |       | All Orders supporting a NASA contract   |
| 211 | Requests for Waiver of Rights to Inventions                                    | 1852.227-71              | Apr 1984          |           |       | All Orders supporting a NASA contract   |
| 212 | Designation of New Technology Representative<br>and Patent Representative      | 1852.227-72              | Jul 1997          |           |       | All Orders supporting a NASA contract   |
| 213 | Patent Rights Clauses  | 1852.227-84              | Dec 1989          |           |       | All Orders supporting a NASA contract   |
| 214 | Invention Reporting and Rights - Foreign                                       | 1852.227-85              | Apr 1986          |           |       | All Orders supporting a NASA contract   |
| 215 | Commercial Computer Software – Licensing                                       | 1852.227-86              | Dec 1987          |           |       | All Orders supporting a NASA contract   |
| 216 | Minimum Insurance Coverage   | 1852.228-75              | Oct 1998          |           |       | All Orders supporting a NASA contract   |
| 217 | Cross-Waiver of Liability for Space Station<br>Services                        | 1852.228-76              | Oct 2012          |           |       | All Orders supporting a NASA contract   |
| 218 | Cross-Waiver of Liability for NASA Expendable<br>Launch Vehicle (ELV) Launches | 1852.228-78              | Oct 2012          |           |       | All Orders supporting a NASA contract   |
| 219 | Determination of Compensation Reasonableness                                   | 1852.231-71              | Mar 1994          |           |       | All Orders supporting a NASA contract   |
| 220 | Submission of Requests for Progress Payments                                   | 1852.232-82              | Mar 1989          |           |       | All Orders supporting a NASA contract   |
| 221 | Center for Aerospace Information   | 1852.235-70              | Dec 2006          |           |       | All Orders supporting a NASA contract   |
| 222 | Pension Portability  | 1852.237-71              | Jan 1997          |           |       | All Orders supporting a NASA contract   |
| 223 | Technical Direction  | 1852.242-70              | Sep 1993          |           |       | All Orders supporting a NASA<br>contract<br>("COTR" shall be deemed to<br>be Buyer's Purchasing<br>Representative)          |
| 224 | Travel Outside the U.S.  | 1852.242-71              | Dec 1998          |           |       | All Orders supporting a NASA contract   |
| 225 | NASA Contractor Financial Management<br>Reporting                              | 1852.242-73              | Nov 2004          |           |       | All Orders supporting a NASA contract   |
| 226 | Engineering Change Proposals   | 1852.243-70              | Oct 2001          |           |       | All Orders supporting a NASA<br>contract<br>("Contracting<br>Officer" shall mean "Buyer's<br>Purchasing<br>Representative") |
| 227 | Shared Savings   | 1852.243-71              | Mar 1997          |           |       | All Orders supporting a NASA<br>contract<br>("Contracting Officer" shall mean<br>"Buyer's Purchasing<br>Representative")    |
| 228 | Geographic Participation in the Aerospace                                      | 1852.244-70              | Apr 1985          |           |       | All Orders supporting a NASA contract   |
| 229 | Contractor Requests for Government-Owned<br>Equipment                          | 1852.245-70              | Jan 2011          |           |       | All Orders supporting a NASA contract   |
| 230 | Installation-Accountable Government Property                                   | 1852.245-71              | Jan 2011          |           |       | All Orders supporting a NASA contract   |
| 231 | Liability for Government Property Furnished for<br>Repair or Other Services    | 1852.245-72              | Jan 2011          |           |       | All Orders supporting a NASA contract   |
| 232 | Financial Reporting of NASA Property in the<br>Custody of Contractors          | 1852.245-73              | Jan 2011          |           |       | All Orders supporting a NASA<br>contract<br>(Reports shall be made directly t<br>Buyer)                                     |

|     | Clause  | NASA FAR<br>Supp.<br>Reference | NASA<br>FAR Supp.<br>Date | DFARS<br>Reference | DFARS<br>Date | APPLICABILITY                            |
|-----|---|--------------------------------|---------------------------|--------------------|---------------|--|
| 233 | Identification and Marking of Government<br>Equipment   | 1852.245-74                    | Jan 2011                  |                    |               | All Orders supporting a NASA contract    |
| 234 | Property Management Changes   | 1852.245-75                    | Jan 2011                  |                    |               | All Orders supporting a NASA<br>contract |
| 235 | List of Government Furnished Property   | 1852.245-76                    | Jan 2011                  |                    |               | All Orders supporting a NASA contract    |
| 236 | List of Installation-Accountable Property and<br>Services   | 1852.245-77                    | Jan 2011                  |                    |               | All Orders supporting a NASA contract    |
| 237 | Records and Disposition Reports for Government<br>Property with Potential Historic or Significant Real<br>Value | 1852.245-79                    | Jan 2011                  |                    |               | All Orders supporting a NASA contract    |
| 238 | Government Property Management Information  | 1852.245-80                    | Jan 2011                  |                    |               | All Orders supporting a NASA contract    |
| 239 | Mission Critical Space System Personnel<br>Reliability Program  | 1852.246-70                    | Mar 1997                  |                    |               | All Orders supporting a NASA contract    |
| 240 | Human Space Flight Item   | 1852.246-73                    | Mar 1997                  |                    |               | All Orders supporting a NASA contract    |
| 241 | Protection of the Florida Manatee   | 1852.247-71                    | Mar 1989                  |                    |               | All Orders supporting a NASA contract    |
| 242 | Notice of Earned Value Management System  | 1852.234-1                     | Nov 2006                  |                    |               | All Orders supporting a NASA contract    |
| 243 | Earned Value Management System  | 1852.234-2                     | Nov 2006                  |                    |               | All Orders supporting a NASA contract    |
| 244 | Equitable Adjustments   | 1852.243-72                    | Apr 1998                  |                    |               | All Orders supporting a NASA contract    |