

In addition to the ELCAN *General Terms and Conditions of Purchase*, and as further set out in Section 19(p) of the *General Terms and Conditions of Purchase*, certain Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Supplement (DFARS) clauses shall apply to this Purchase Order as required by the terms of the Government prime contract, or by operation of law or regulation. If this Purchase Order was submitted as a purchase made in connection with a U.S. Government prime contract, these FAR and DFARS clauses will be applicable. If the recipient of this Purchase Order is unsure if it is a flowdown of a U.S. Government contract, please confirm with the buyer you are working with.

The effective version of each FAR and DFARS clause shall be the same version as which appears in the prime contract or higher-tier subcontract under which this Purchase Order is issued, and are incorporated herein by reference. The version number of the relevant FAR/DFARS clause shall be the most recent version available at the following links. Further information and full text about the individual FAR and DFARS clauses may be accessed at: <https://www.acquisition.gov/far> (for FAR clauses), and <https://www.acquisition.gov/dfars> (for DFARS clauses).

Whenever necessary to make the context of the Clauses applicable to the Purchase Order, the term “Contractor” or “Offeror” shall mean “Seller”, “Subcontractor” shall mean “Seller’s Subcontractor”, the term “Contract” shall mean the “Purchase 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 Information is required, except as specifically otherwise provided herein, and (f) where specifically modified herein.

The FAR and DFARS clauses listed below are incorporated herein as if set forth in full text, in accordance with paragraph 2 above. If any of the following clauses do not apply to this Purchase Order, or to the Seller’s business specifically, they are considered to be self-deleting. However, Seller shall incorporate into each lower tier contract issued in support of this Purchase Order the applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

The Seller is requested to further reference Section 19(p) of the *General Terms and Conditions of Purchase* for any additional clauses applicable to the Seller. Seller shall notify Buyer if it is unable to comply with any of these clauses.

CLAUSES INCORPORATED BY REFERENCE:

The following FAR and DFARS clauses apply to this Contract:

Clause Number	Title	Applicability (Reference to 'Purchase Orders', 'Orders' or 'Contracts', includes the underlying Solicitations)
52.203-5	Covenant Against Contingent Fees	Applicable to Orders over the Simplified Acquisition Threshold.
52.203-6	Restrictions On Subcontractor Sales To The Government	Applicable to all Orders over the Simplified Acquisition Threshold.
52.203-7	Anti-Kickback Procedures	Applicable to all Orders that exceed \$150,000, excepting paragraph (c) (1).
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	Applicable to all Orders exceeding \$150,000.
52.203-13	Contractor Code of Business Ethics and Conduct	Applicable to all Orders, including for commercial products or commercial services pursuant to 52.244-6, (i) that have a value more than \$6 million; and (ii) that have a performance period of more than 120 days. (In paragraph (b) (3) (i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in paragraph (b) (3) (ii) the meaning of "Government" does not change, and in paragraphs (b) (3) (iii) and (c) (2) (ii) (F), the meaning of "OIG of the ordering agency", "IG of the agency", "agency OIG", and "Contracting Officer" do not change.
52.203-17	Contractor Employee Whistleblower Rights" (Excluding contracts with the DoD, NASA, the Coast Guard, or applicable elements of the intelligence community.	Applicable to all Orders without regard to contract value.
52.204-2	Security Requirements	Applicable to all Orders that involve access to classified information. Any reference to the Changes clause is excluded.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applicable to all Orders when the Buyer is the Prime Contractor and the Order exceeds \$30,000. Substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Applicable to Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Orders for commercially available off-the-shelf items.

52.211-5	Material Requirements	Applicable to Orders for supplies that are not Commercial Items.
52.215-2	Audit and Records--Negotiation	Applicable to the following Orders that exceed the simplified acquisition threshold: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Seller to furnish reports as discussed in paragraph (e) of the clause.
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Applicable to all Orders that require the Seller to provide certified cost or pricing data. This clause does not apply to Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data Modifications	Applicable to all Orders when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor (see 15.403-4) for the pricing of contract modifications, and the clause prescribed in paragraph (b) of this section has not been included.
52.215-12	Subcontractor Certified Cost or Pricing Data	Applicable to Orders in excess of \$2 Million. This clause does not apply to Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications	Applicable to Orders in solicitations and contracts when the clause prescribed in paragraph (c) of this section is included.
52.215-14	Integrity of Unit Prices	Applicable to Orders for supplies that exceed the micro-purchase threshold, as defined at FAR 2.101 in effect as of the date of the Prime Contract.
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	Applicable to all Orders when certified cost or pricing data, or data other than certified cost or pricing data, will be required for modifications.
52.215-23	Limitations on Pass-Through Charges	Applicable to all cost-reimbursement Orders that exceed the simplified acquisition threshold; except if the Buyers' prime contract is with the DoD, then applicable to all cost-reimbursement Orders and all fixed-price Orders, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
52.219-8	Utilization of Small Business Concerns	Applicable to Orders over the SAT, including Orders for Commercial Items pursuant to 52.244-6, that offer further subcontracting opportunities.

52.219-9	Small Business Subcontracting Plan	Applicable in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$750,000 (\$1.5 million for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program.
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	Applicable to all Orders without regard to contract value.
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	Applicable to Orders for supplies that exceed the micro-purchase threshold, as defined at FAR 2.101 in effect as of the date of the Prime Contract.
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	Applicable to Orders over \$15,000 for the manufacture or furnishing of materials, supplies, articles or equipment.
52.222-21	Prohibition Of Segregated Facilities	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6. Foreign Sellers: Applicable to Orders except to the extent that work under the Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Applicable to anticipated first tier suppliers' Orders of \$10 million or more, other than those for construction, that are subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP).
52.222-26	Equal Opportunity	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. Foreign Sellers: Applicable to Orders except to the extent that work under the Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

52.222-35	Equal Opportunity for Veterans	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, of \$150,000 or more. Foreign Sellers: Applicable to Orders except when work is performed outside the United States by employees recruited outside the United States.
52.222-36	Equal Opportunity for Workers with Disabilities	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, exceeding \$15,000. Foreign Sellers: Applicable to Orders to the extent that (i) work under the Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island or (ii) Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island to work on the Order.
52.222-37	Employment Reports on Veterans	Applicable to all Orders over \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary.
52.222-50	Combating Trafficking in Persons	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, except that the requirements in paragraph (h) of the clause apply only to (i) supplies that are other than commercially available off-the-shelf items that are acquired outside the United States, or for services to be performed outside the United States, and (ii) that exceed \$550,000 in value.
52.223-5	Pollution Prevention and Right-to-Know Information	Applicable to all Orders without regard to contract value.
52.223-6	Drug-Free Workplace	Applicable to Orders except when (i) the value of the acquisition is at or below the simplified acquisition threshold, however, the requirements shall apply to contracts of any value awarded to an individual; (ii) the Order is for the acquisition of commercial items; or (iii) performance or partial performance will be outside the United States and its outlying areas.
52.223-7	Notice of Radioactive Materials	Applicable to all Orders without regard to contract value.
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Applicable to all Orders without regard to contract value.
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	Applicable to all Orders over the Micro-Purchase Threshold.
52.225-5	Trade Agreements	Applicable to all Orders without regard to contract value.

52.225-8	Duty-Free Entry	Applicable to all Orders without regard to contract value.
52.225-13	Restrictions on Certain Foreign Purchases	Applicable to all Orders.
52.227-1	Authorization and Consent	Applicable to all Orders over the Simplified Acquisition Threshold.
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	Applicable to all Orders over the Simplified Acquisition Threshold.
52.227-14	Rights in Data - General	Applicable to all Orders without regard to contract value.
52.227-20	Rights in Data - SBIR Program	Applicable to all Orders when Seller's data or rights are needed by Buyer to fulfill Buyer's obligations to the customer.
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems	Applicable to all Orders requiring delivery of technical data.
52.227-22	Major System - Minimum Rights	Applicable to all Orders requiring delivery of technical Data, other than computer software, developed in the performance of the purchase order.
52.228-3	Worker's Compensation Insurance (Defense Base Act)	Applicable to all Orders without regard to contract value.
52.229-2	North Carolina State and Local Sales and Use Tax	Applicable to all Orders for construction to be performed in North Carolina.
52.230-2	Cost Accounting Standards	Applicable when stated in the Order.
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Applicable in negotiated contracts when the contract amount is over \$2 million, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage.
52.230-4	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns	Clause requires the contractor to comply with 48 CFR 9904.401 and 48 CFR 9904.402 to disclose (if it meets certain requirements) actual cost accounting practices, and to follow consistently its disclosed and established cost accounting practices.
52.232-16	Progress Payments	Applicable clause per terms set out at the pre-condition of clause 32.502-4.
52.232-39	Unenforceability of Unauthorized Obligations	Applicable to all Orders involving EULA, TOS, or similar software agreement.
52.244-2	Subcontracts	Applicable to all Orders.
52.244-6	Subcontracts for Commercial Products and Commercial Services	Applicable to all Orders.
52.245-1	Government Property	Applicable to all Orders where: (i) All cost-reimbursement and time-and-material type solicitations and contracts, and labor-hour solicitations when property is expected to be furnished for the labor-hour contracts. (ii) Fixed-price solicitations and contracts when the Government will provide Government property. (iii) Contracts or modifications awarded under FAR part 12 procedures where Government property that exceeds the simplified

		acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government. When FAR 52.245-1 is applicable, the supplier shall ensure: • Use of the property is only for the accountable subcontract/sales order. • All incidents of loss, damage or destruction will be promptly reported to Customer with pertinent facts as requested • The supplier is liable for loss, damage or destruction of property. • The supplier shall perform physical inventories of all United States Government/Customer Property as requested and will provide the written results of those inventories to Customer. • Suppliers will allow US Government personnel or their designated agents reasonable access to their facilities and the US Government property. • Upon completion of the contract, Supply Chain may require the return of customer owned property to Customer for inspection and audit purposes. If the contract exceeds 1 year in duration the Manager Product Quality, through his delegate, will confirm that the property is in the possession of the subcontractor and in good condition.
52.248-1	Value Engineering	Applicable to Orders at or above the simplified acquisition threshold.
DFARS		
252.203-7004	Display of Hotline Posters	Applicable to Orders that exceed \$6 million, except those that are commercial items.
252.204-7000	Disclosure Of Information	Applicable to all Orders when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Applicable in all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Applicable to all Orders for operationally critical support, or for which Order performance will involve covered defense information.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Applicable to all Orders including those for the acquisition of Commercial Items.

252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Applicable to all Orders, including those using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for those that are solely for the acquisition of COTS items.
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	Applicable to all Orders.
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	Applicable to Orders over \$35,000.
252.211-7003	Item Unique Identification and Valuation	Applicable to all Orders. Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that contain the clause at FAR 52.219-9, Small Business Subcontracting Plan.
252.219-7004	Small Business Subcontracting Plan (Test Program)	Applicable to all Orders to Sellers that participate in the Test Program described in DFARS 219.702-70, if the subcontract offers further subcontracting opportunities and is expected to exceed the applicable threshold specified in FAR 19.702(a) on the date of subcontract/Order award.
252.223-7004	Drug Free Work Force	Applicable to Orders except when (i) performance or partial performance will be outside the United States and its outlying areas. (ii) the value of the acquisition is at or below the simplified acquisition threshold, or (iii) the Order is for Commercial Items.
252.225-7001	Buy American And Balance Of Payments Program--Basic	Applicable to all Orders except Orders for commercially available off-the-shelf items (COTS) as defined at FAR 2.101. Seller must deliver goods that contain more than 50% United States or Qualifying Country content pursuant to the clause.
252.225-7003	Report of Intended Performance Outside the United States and Canada - Submission with Offer	Applicable to all Orders with first-tier Sellers, if the estimated value of the resulting Order will exceed \$750,000 and the Seller intends to perform any part of the contract outside of the United States and Canada that could be performed inside the United States or Canada.
252.225-7004	Report of Intended Performance Outside the United States and Canada-- Submission after Award	Applicable to all Orders having a value of greater than \$750,000 and the work could be performed inside the United States or Canada. Seller agrees to immediately inform Buyer if there are any changes to the information submitted with its offer.

252.225-7006	Quarterly Reporting of Actual Contract Performance Outside	Applicable to first-tier Purchase Orders exceeding \$650,000, except those commercial items, construction, ores, natural gases, petroleum and crudes, timber (logs) or subsistence.
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Applicable to all Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation or the 600 series of the Commerce Control List.
252.225-7008	Restriction on Acquisition of Specialty Metals	Applicable to all Orders without regard to contract value.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applicable to all Orders, excluding paragraph (d) and (e)(1) which are deleted from this clause, for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.
252.225-7012	Preference For Certain Domestic Commodities	Applicable to all Orders exceeding \$150,000, including those using FAR part 12 procedures for the acquisition of commercial items. [Applies at any dollar value, only for the acquisitions athletic footwear purchased by DoD for use by members of the Army, Navy, Air Force, or Marine Corps upon their initial entry into the Armed Forces].
252.225-7013	Duty-Free Entry	"Duty-Free Entry" (Applicable to all Orders for "qualifying country components" or "nonqualifying country components" for which the Supplier estimates that duty will exceed \$200 per unit. The information required by paragraph (j)(3) of this clause is available upon request.)
252.225-7021	Trade Agreements	Applicable to all Orders without regard to contract value.
252.225-7025	Restriction on Acquisition of Forgings	Applicable to all Orders without regard to contract value.
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (FMS)	Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for FMS.
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	Applicable to all Orders for supplies and services.
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.	Applicable to all Orders without regard to contract value.
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Applicable to all Orders that require performance or travel outside the U.S., except subcontractors who are a foreign government, a representative of a foreign government, or a foreign corporation wholly owned by a foreign government.
252.225-7048	Export-Controlled Items	Applicable to all Orders.

252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services	Applicable in solicitations and contracts for the acquisition of commercial satellite services, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	Applicable to all Orders for the delivery of goods that are for items containing a covered material, that exceed the simplified acquisition threshold, unless an exception at paragraph (c) of the clause applies.
252.225-7053	Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	Applicable to all Orders.
252.225-7054	Representation on Use of Certain Energy Sourced from Inside the Russian Federation	Applicable to all Orders at or below the simplified acquisition threshold, that are for the acquisition of furnished energy for a covered military installation.
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	Applicable to all Orders.
252.225-7057	Pre-award Disclosure of Employment of Individual's who work in the People's Republic of China	Applicable to all solicitations and Orders supporting DoD with a value in excess of \$5 million, not including solicitations for commercial products and services.
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	Applicable to all Orders without regard to contract value.
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations	Applicable to Orders valued above \$150,000 that are for the acquisition of covered items, including subcontracts for commercial products, including commercially available off-the-shelf items, and commercial
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations DEVIATION 2024-00006	Applicable to all Orders.
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems	Applicable to all Orders without regard to contract value.
252.225-7993	Prohibition on Providing Funds to the Enemy	Applicable to Orders, including subcontracts for commercial items, that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applicable to all Orders exceeding \$500,000
252.227-7019	Validation of Asserted Restrictions - Computer Software	Applicable to all Orders when Seller's performance includes the furnishing of computer software that Buyer will furnish to the Government.
252.227-7037	Validation of Restrictive Markings on Technical Data	Applicable to all Orders requiring the delivery of technical data.

252.227-9400	Government Industry Data Exchange Program	Applicable to Orders over \$500,000.
252.239-7009	Representation of Use of Cloud Computing	Applicable to all Orders without regard to contract value.
252.239-7010	Cloud Computing Services	Applicable to all Orders without regard to contract value.
252.239-7018	Supply Chain Risk	Applicable in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301.
252.244-7000	Subcontracts for Commercial Products or Commercial Services	Applicable to all Orders.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Applicable to all Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.
252.246-7008	Sources of Electronic Parts	Applicable to all Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer.
252.247-7023	Transportation of Supplies by Sea	Applicable if the Seller is transporting supplies by sea under this Order and (i) This Order is a construction contract; or (ii) The supplies being transported are— (A) Noncommercial items; or (B) Commercial items that— (1) The Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to items that it subcontracts for f.o.b. destination shipment); (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.