

Appendix F

PURCHASE ORDER TERMS & CONDITIONS SERVICES AGREEMENTS UNDER U.S. GOVERNMENT CONTRACTS

The following terms and conditions are in addition to the terms and conditions contained in the "Service Agreement Terms & Conditions" attached hereto. In the event of a conflict between or among the above terms and the terms set forth below, the terms set forth below shall control. Additional terms and conditions may be required under the terms of specific U.S. Government contracts and will be attached or incorporated by reference in this order.

ADDITIONAL DEFINITIONS

In addition to the definitions contained in the "Service Agreement Terms and Condition," the following definitions apply:

- a. "Government" means the U.S. Government unless otherwise specified.
- b. "Prime contract" means the contract between the U.S. Government and Buyer, identified by number on the face page of this order.
- c. "Subcontract" or "Subcontractor" means this order and Contractor, respectively.
- d. "Contracting Officer" means an officer or civilian employee of the U.S. Government who is properly delegated authority to enter into and administer the prime contract.
- e. "FAR" means Federal Acquisition Regulation.
- f. "DFARS" means Department of Defense FAR Supplement.
- g. "NFS" means National Aeronautics & Space Administration FAR Supplement.
- h. Whenever necessary within the context of FAR, DFARS, or NFS clauses to apply such terms to this order, the term "Contractor" shall mean the entity obligated to perform services under this order; "Contract" shall mean this order; and the terms "Government," "Contracting Officer," and equivalent phrases shall mean Buyer or Buyer's authorized purchasing representative.

INDEMNIFICATION OF BUYER FOR CONTRACTOR'S VIOLATIONS OF LAWS OR REGULATIONS

- a. In addition to any other remedies Buyer may have under this agreement and under law or regulation, Contractor shall indemnify and hold harmless Buyer from and

against any loss or damage, including Buyer's costs, interest, and attorneys' fees, resulting from any and all determinations by the Government (or by a court of competent jurisdiction in an action brought by any third party) that Contractor has violated any law or regulation or has failed to comply with the terms and conditions of federal procurement laws, FAR, DFARS, NFS, or other pertinent procurement regulations, including, but not limited to, FAR 52.215-24, 52.215-25, 52.219-10, 52.230-3, 52.203-10, 52.203-3, 31 U.S.C. §1352, and the Anti-Kickback Act of 1986, as amended. This indemnity provision shall survive completion or earlier termination of this order.

CONTRACTS WITH DEBARRED OR SUSPENDED ENTITIES

BUYER DOES NOT CONTRACT WITH PERSONS OR ENTITIES DEBARRED, PROPOSED FOR DEBARMENT, SUSPENDED, OR INELIGIBLE FOR AWARD OF CONTRACTS BY ANY AGENCY OF THE U.S. ACCEPTANCE OF THIS ORDER BY CONTRACTOR CONSTITUTES AN AFFIRMATION THAT CONTRACTOR IS NOT DEBARRED, PROPOSED FOR DEBARMENT, SUSPENDED, OR INELIGIBLE FOR AWARD OF CONTRACTS BY ANY AGENCY OF THE U.S. IN THE EVENT CONTRACTOR'S STATUS IN THIS REGARD SHALL CHANGE AT ANY TIME DURING THE TERM OF THIS ORDER, BUYER SHALL IMMEDIATELY BE NOTIFIED.

CERTIFICATES

Contractor agrees to provide and update, as necessary, all U.S. Government representations and certifications required in connection with this order.

GOVERNMENT CONTRACTING PROVISIONS

- a. This Agreement is subject to and governed by Buyer's "Policy Statement on Business Ethics and Conduct in Contracting with the Buyer States Government," dated February 1, 1989, and Buyer's "Code of Ethics", as such may be amended from time to time. The Contractor covenants and agrees that the Contractor and any others used by the Contractor in the performance of services hereunder will comply with the laws and regulations applicable to contracting with the United States Government and with the "Policy Statement" and "Code of Ethics".
- b. In the event this Agreement constitutes a subcontract under a U.S. Government contract, Contractor agrees to accept required U.S. Government contract terms and conditions and to comply therewith. Buyer will provide notice to Contractor of any required U.S. Government provisions.

NATIONAL DEFENSE INFORMATION

- a. The Contractor recognizes that Buyer is engaged in the performance of contracts with the United States Government and that under such contracts Buyer is required to meet various requirements as to the safeguarding and nondisclosure of information relating to the national defense. The Contractor agrees that Contractor and others used by the Contractor in the furnishing of services hereunder shall comply strictly with all applicable laws, rules, regulations and requirements of such Government and of Buyer with regard to such matters. The Contractor further understands that failure to safeguard, or improper disclosure of, information relating to the national defense may subject Contractor or any such others used by Contractor to criminal liability under the laws of the United States, including Title 18 U.S.C. 793 through 799.

Federal Acquisition Regulation ("FAR"), Department of Defense FAR Supplement ("DFARS"), and NASA FAR Supplement ("NFS") TERMS & CONDITIONS

- 1) In interpreting and applying the following clauses, and as the context requires, 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 and/or Buyer's purchasing representative.
- 2) However, the terms "Government" and "Contracting Officer" do not change:
 - In the phrases "Government Property," "Government-Furnished Property," and "Government-Owned Property;" and
 - In the Patent Rights clauses incorporated herein; and
 - When a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative; and
 - When title to property is to be transferred directly to the Government; and
 - When access to proprietary financial information or other proprietary data is required, except as otherwise provided in this order; and
 - Where specifically modified herein and provided, further, that all references to the clause entitled "Disputes" shall be deemed deleted.
- 3) Clauses included herein may require submission of certificates in conformity therewith. Unless previously submitted, Seller shall promptly furnish such certificates in accordance with the clause of this order entitled "Certificates." U.S. Government required representations and certifications made by Supplier in connection with this Order, including all certifications submitted by Supplier with its offer, are incorporated by reference herein. Supplier shall furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any provision of this order (including the FAR, DFARS, and NFS clauses incorporated herein) and any certificate required by any further law, ordinance, or regulation with respect to Supplier's compliance with the terms and provisions of laws, ordinances, or

regulations. As used in this paragraph, the word “certificate” shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan required by FAR.

- 4) The following FAR and FAR Supplement clauses (including alternates), as modified by Federal Acquisition Circulars and other agency Acquisition Circulars respectively, on the date of and required by the prime contract identified on the face of this order, are hereby incorporated by reference and made a material part hereof. If there is a conflict between or among one or more clauses herein, or an addition to a clause after the effective date of this order, the version of the clause applicable to this order shall be the version of the clause in the prime contract.

If this order identifies a Government prime contract number, the following FAR provisions apply:

FAR Clauses

NOTE: In the event this Order is identified as a "commercial item" or service within the meaning of FAR 2.101, Appendix "I" shall apply in lieu of all other FAR, DFARS and NFS clauses.

Additional clauses may be required if specified on the Order or Contract.

52.202-1	Definitions
52.203-2	Certificate of Independent Price Determination
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees (orders over \$100,000 only)
52.203-6	Restrictions on Subcontractor Sales to the Government (orders over \$100,000 only)
52.203-7	Anti-Kickback Procedures (excluding paragraph (c)(1); applies to orders over \$100,000 only)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (orders over \$100,000 only)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (orders over \$100,000 only. Certifications and disclosures shall be submitted to Buyer)
52.204-2	Security Requirements (if access to classified information is involved)
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business
52.204-6	DUNS Number

52.207-4	Economic Purchase Quantity - Supplies
52.208-8	Helium Requirement Forecast & Required Sources for Helium
52.209-5	Certification Regarding Debarment, Suspension, proposed Debarment, and Other Responsibility Matters
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-5	Material Requirements
52.211-14	Notice of Priority Rating for National Defense Use [Does not apply to foreign entities]
52.211-15	Defense Priority & Allocation Requirements [Does not apply to foreign entities]
52.214-26	Audit and Records - Sealed Bidding (orders over \$10,000 only)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding
52.214-30	Annual Representations & Certifications - Sealed Bidding [Applicable to subcontractors who provide annual certifications and representations only]
52.215-2	Audit & Records - Negotiation
52.215-7	Annual Representations & Certifications - Negotiation [Applicable to subcontractors who provide annual certifications and representations only]
52.215-6	Place of Performance
52.215-9	Changes or Additions to Make-Or-Buy Program
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices (excluding paragraph (b), but including Alternate I)
52.215-15	Pension Adjustments & Asset Reversions [If 52.215-12 applies]
52.215-16	Facilities Capital Cost of Money [If 52.215-12 applies]
52.215-17	Waiver of Facilities Capital Cost of Money [If 52.215-12 applies]
52.215-18	Reversion or Adjustment of Plans for Postretirement benefits (PRB) Other than Pensions [If 52.215-12 applies]
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications
52.216-7	Allowable Cost and Payment (cost reimbursement orders only)
52.216-8	Fixed Fee (cost reimbursement orders only)
52.216-10	Incentive Fee (cost reimbursement orders issued on an incentive fee basis only)
52.216-11	Cost Contract (cost-no fee orders only)

52.216-12	Cost Sharing Contract - No Fee (cost sharing, no fee orders only)
52.216-15	Predetermined Indirect Cost Rates (cost reimbursement orders only)
52.219-1	Small Business Program Representations
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-10	Incentive Subcontracting Program
52.219-16	Liquidated Damages - Subcontracting Plan
52.219-22	Small Disadvantaged Business Status
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.219-26	Small Disadvantaged Business Participation program - Incentive Subcontracting
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor (E.O. 11755)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-20	Walsh-Healy Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts & Compliance Reports
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-29	Notification of Visa Denial
52.222-35	Affirmative Action for Special Disabled Veterans and Veterans of the Vietnam Era
52.222-36	Affirmative Action for Workers With Disabilities
52.222-37	Employment Reports on Special Disabled and Veterans of the Vietnam Era
52.222-41	Service Contract Act of 1965, As Amended
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-4	Recovered Material Certification
52.223-5	Pollution Prevention & Right-To-Know Information
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-9	Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items
52.223-11	Ozone-Depleting Substances
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.224-2	Privacy Act
52.225-1	Buy American Act – Balance of Payment Program - Supplies
52.225-2	Buy American Act – Balance of Payments Program Certificate
52.225-3	Buy American Act - North American Free Trade Agreement – Israel Trade Act - Balance of Payments Program

52.225-4	Buy American Act - North American Free Trade Agreement – Israel Trade Act - Balance of Payments Program Certificate
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-7	Waiver of Buy American Act for Civil Aircraft & Related Articles
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.225-15	Sanctioned European Union Country End Products
52.226-1	Utilization of Indian Organizations & Indian-Owned Economic Enterprises
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-1	Authorization & Consent
52.227-2	Notice and Assistance Regarding Patent & Copyright Infringement
52.227-3	Patent Indemnity
52.227-6	Royalty Information
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights - Retention by the Contractor (Short Form)
52.227-12	Patent Rights - Retention by the Contractor (Long Form)
52.227-13	Patent Rights - Acquisition by the Government
52.227-14	Rights in Data - General
52.227-15	Representation of Limited Rights Data & Restricted Rights Computer Software
52.227-16	Additional Data Requirements
52.227-17	Rights in Data - Special Works
52.227-18	Rights in Data - Existing Works
52.227-19	Commercial Computer Software - Restricted Rights
52.227-20	Rights in Data - SBIR Program
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems
52.227-22	Major System - Minimum Rights
52.227-23	Rights to Proposal Data (Technical)
52.228-3	Worker's Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation & War-Hazard Insurance Overseas
52.228-5	Insurance - Work on a Government Installation
52.228-7	Insurance-Liability to Third Persons (cost reimbursement orders only; applicable only after written approval by the Government)
52.229-2	North Carolina State & Local Sales & Use Tax
52.229-3	Federal, State & Local Taxes
52.229-4	Federal, State & Local Taxes (Noncompetitive Contract)
52.229-5	Taxes - Contracts Performed in US Possessions or Puerto Rico
52.229-6	Taxes - Foreign Fixed Price Contracts
52.229-7	Taxes - Fixed Price Contracts with Foreign Governments

52.229-8	Taxes - Foreign Cost Reimbursement Contracts
52.229-10	State of New Mexico Gross Receipts & Compensating Tax
52.230-1	Cost Accounting Standards Notices and Certification
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Consistency in Cost Accounting Practices
52.230-6	Administration of Cost Accounting Standards
52.232-17	Interest
52.232-20	Limitation of Cost (cost reimbursement orders only)
52.232-22	Limitation of Funds (incrementally funded cost reimbursement orders only)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.237-8	Restriction on Severance Payments to Foreign Nationals
52.237-10	Identification of Uncompensated Overtime [If for professional or technical services]
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs [applicable to cost reimbursement subcontracts over \$500,000]
52.242-13	Bankruptcy
52.242-15	Stop-Work Order. "90 days" is modified to read "180 days."
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items & Commercial Components
52.245-1	Property Records
52.245-2	Government Property (Fixed Price Contracts)
52.245-3	Identification of Government Property
52.245-5	Government Property (Cost-Reimbursement, Time & Material, and Labor Hour contracts)
52.245-9	Use & Charges
52.245-17	Special Tooling
52.245-18	Special Test Equipment
52.245-19	Government Property Furnished "As-Is"
52.246-23	Limitation of Liability (subject to approval by the Government)
52.246-24	Limitation of Liability - High-Value Items (subject to approval by the Government)
52.246-25	Limitation of Liability - Services
52.247-63	Preference for US Flag Air Carriers
52.247-64	Preference for Privately Owned US Flag Commercial Vessels
52.248-1	Value Engineering
52.250-1	Indemnification Under Public Law 85-804 (prior written approval by the Government is required)

DFARS Clauses

If this order identifies a Department of Defense prime contract number, the following DFARS provisions apply to this order:

- 252.203-7001 Special Prohibition on Employment. “Government” is not changed in this clause. A new paragraph (f) has been added as follows “Seller shall not employ or allow to serve, as a director or consultant of Seller, any person in contravention of paragraph (b).” 252.203-7001(f) is changed to (g) and the flowdown provision at 252.203-7001(g) has been deleted.
- 252.204-7000 Disclosure of Information
- 252-206-7000 Domestic Source Restrictions
- 252.209-7000 Acquisitions from Subcontractors Subject to On-Site Inspection under the INF Treaty.” This clause does not apply to subcontracts for the acquisition of commercial items or supplies.
- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country
- 252.209-7002 Disclosure of Ownership or Control by a Foreign Government
- 252-209-7003 Compliance with Veterans' Employment Reporting Requirements
- 252-209-7004 Subcontracting With Firms That Are Owned or Controlled by the Government of a Terrorist Country
- 252.211-7000 Acquisition Streamlining (orders over \$1,000,000)
- 252.215-7000 Pricing of Adjustments
- 252.215-7002 Cost Estimating System Requirements
- 252.217-7026 Identification of Sources of Supply
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
- 252.219-7004 Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program)
- 252.222-7000 Restrictions on Employment of Personnel
- 252.222-7002 Compliance With Local Labor Laws (Overseas)
- 252.223-7001 Hazard Warning Labels
- 252.223-7002 Safety Precautions for Ammunition and Explosives
- 252.223-7003 Change in Place of Performance - Ammunition & Explosives
- 252.223-7004 Drug-Free Work Force
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
- 252.225-7000 Buy American Act and Balance of Payments Program Certificate
- 252.225-7001 Buy American Act and Balance of Payments Program. “Government” is not changed in this clause.
- 252.225-7002 Qualifying Country Sources as Subcontractors
- 252.225-7003 Information For Duty-Free Entry Evaluation
- 252.225-7005 Identification of Expenditures in the United States

- 252.225-7006 Buy American Act-Trade Agreements Act-Balance of Payments Program Certificate
- 252.225-7007 Buy American Act-Trade Agreements Act-Balance of Payments Program
- 252.225-7008 Supplies to be Accorded Duty Free Entry
- 252.225-7009 Duty-Free Entry-Qualifying Country Supplies (End Products and Components). This clause applies to subcontracts involving supplies to be accorded duty-free entry under the prime contract. Paragraph (e) is modified to read “Buyer will obtain from the Government duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause.” No change to “Contracting Officer,” “Government,” “prime contractor,” or “prime contract” in paragraphs (c), (d), (i) or (k); except change “Contracting Officer administering the prime contract” and “contract administration office” in paragraph (i) to “Buyer’s Purchasing Representative” and “Contracting Officer” in paragraph (i)(10) to “Government.”
- 252.225-7010 Duty Free Entry Additional Provisions. Delete “administering the prime contract” after “Contracting Officer” and “contract or” before “subcontract” in paragraph (c). No change to “Government” in (c)(10), (e)(1) or (g)(1). No change to “Contracting Officer” in (d), but change “Contracting Officer” in (c)(10) to “Government.”
- 252.225-7011 Restriction on Acquisition of Supercomputers
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7014 Preference for Domestic Specialty Metals
- 252.225-7015 Preference for Domestic Hand or Measuring Tools
- 252.225-7016 Restriction on Acquisition of Ball or Roller Bearings
- 252.225-7018 Notice of Prohibition of Certain Controls with Foreign Entities for the Conduct of Ballistic Missile Defense
- 252.225-7020 Trade Agreements Certificate
- 252.252-7021 Trade Agreements
- 252.225-7022 Restrictions on Acquisition of Polyacrylonitrile Carbon Fiber
- 252.225-7024 Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices
- 252.225-7025 Restrictions on Acquisition of Forgings
- 252.225-7026 Reporting of Contract Performance Outside the United States. Paragraphs (a)(1), (b)(1) and (b)(3) are deleted. Paragraph (c) is deleted. Paragraphs (a)(2), (a)(3) and (b)(2) have been renumbered and revised as follows: (a)(1) “Subcontracts exceeding \$500,000 that could be performed . . .” (a)(2) “Subcontracts exceeding \$25,000 that could be performed . . .” (b)(1) delete everything after “known.” Paragraph (a)(3)(ii) is renumbered and changed to read “Seller’s” for “Offeror’s.” Delete “Offeror” in (b)(4).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers

- 252.225-7030 Restriction of Acquisition of Carbon, Alloy, and Armor Steel Plate
- 252.225-7031 Secondary Arab Boycott of Israel
- 252.225-7032 Waiver of United Kingdom Levies (applicable to subcontracts with U.K. firms)
- 252.225-7033 Restriction on Acquisition of 4 Ton Dolly Jacks
- 252.225-7035 Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate
- 252.225-7036 Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program
- 252.225-7037 Duty-Free Entry -- Eligible End Products. Paragraph (e) is modified to read "Buyer will obtain from the Government duty-free entry certificates and afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause." No change to Contracting Officer," "Government," "prime contractor" or "prime contract" in paragraphs (c), (d), (I) or (k); except change "Contracting Officer administering the prime contract" and "contract administration office" in paragraph (I) to "Buyer's Purchasing Representative" and "Contracting Officer" in paragraph (I)(10) to "Government."
- 252.225-7038 Restriction on Acquisition of Aircraft Fuel Cells
- 252.225-7042 Authorization to Perform
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the US
- 252.227-7013 Rights in Technical Data - Noncommercial Items. This clause is applicable when technical data, but not software, will be delivered to the Government by the prime contractor from the subcontractor. "[T]o the Contractor" has been deleted from (b)(1)(vi) and "contract or" and "thereunder" have been deleted from (b)(1)(ix). "Buyer or" is added before "Government" in (c) and (I). The second and third occurrences of "Contracting Officer" are changed to "Government" in (e)(4). "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "fifty (50)" days. No substitutions for "Government" have been made.
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. This clause is applicable when software and software documentation will be delivered to the Government by the prime contractor from the subcontractor. "[T]o the Contractor" has been deleted from (b)(1)(iii) and "contract or" and "thereunder" have been deleted from (b)(1)(vi). "Buyer or" is added before "Government" in (i). The second and third occurrences of "Contracting Officer" have been changed to "Government" in (e)(4). "And the Government" is added after "parties" in (h)(1). In (h)(2) "sixty (60)" is changed to "fifty (50)" days. No substitutions for "Government" have been made.

- 252.227-7015 Technical Data - Commercial Items (In lieu of DFARS 252.227--7013 for Commercial Items). This clause is applicable only when commercial item (as defined in the FAR) technical data is deliverable to the Government by the prime from the subcontractor. No substitutions for “Contracting Officer” or “Government” have been made.
- 252.227-7016 Rights in Bid or Proposal Information. This clause applies when clause 252.227-7013 is used. No substitutions for “Government” or “Contracting Officer” are made.
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions
- 252.227-7019 Validation of Asserted Restrictions -- Computer Software.” This clause applies when clause 252.227-7014 is used. “Buyer’s Purchasing Representative” is substituted for “Contracting Officer” in paragraph (b), otherwise no substitutions are made for “Contracting Officer” or “Government.” In paragraphs (f)(5) and (f)(6), “the prime contract” is substituted for “this contract.”
- 252.227-7020 Rights in Special Works
- 252.227-7021 Rights in Data - Existing Works
- 252.227-7022 Government Rights - Unlimited
- 252.227-7023 Drawings and Other Data To Become Property of the Government
- 252.227-7024 Notice and Approval of Restricted Designs
- 252.227-7025 Limitations on the Use or Disclosure of Government-furnished Information Marked with Restrictive Legends. This clause applies when clause 252.227-7013 or 252.227-7014 are used. No substitution is made for “Government.”
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
- 252.227-7030 Technical Data - Withholding of Payment.” This clause is applicable when clause is used. “Buyer” is substituted for “Contracting Officer” in paragraph (a). In paragraph (b), “or Buyer” is added after “Government.”
- 252.227-7032 Rights in Technical Data and Computer Software (Foreign)
- 252.227-7033 Rights in Shop Drawings
- 252.227-7034 Patents-Subcontracts
- 252.227-7036 Certification of Technical Data Conformity
- 252.227-7037 Validation of Restrictive Markings on Technical Data.” This clause applies when clause 252.227-7013, 252.227-7014 or 252.227-7015 are used. In paragraph (b), “Contractor’s” remains in the clause with a lower case “c.” In paragraphs (c) and (d)(1), “hereunder” is inserted after “subcontract.” In paragraphs (f) and (g)(2)(i), change “this contract” to “the prime contract,” and in paragraph (I), change “a contract” to “the prime contract.” No substitutions for “Government” or “Contracting Officer” are made.
- 252.227-7039 Patents - Reporting of Subject Inventions

252.228-7000 Reimbursement for War Hazard Losses
 252.228-7001 Ground & Flight Risk
 252.228-7002 Aircraft Flight Risk
 252.228-7003 Capture and Detention
 252.228-7005 Accident Reporting and Investigation - Aircraft, Missiles, and Space Launch Vehicles

 252.229-7000 Invoices Exclusive of Taxes or Duties
 252.229-7001 Tax Relief
 252.229-7002 Customs Exemptions (Germany)
 252.229-7003 Tax Exemptions (Italy)
 252.229-7004 Status of Contractor As A Direct Contractor (Spain)
 252.229-7005 Tax Exemptions (Spain)
 252.229-7006 Value Added Tax Exclusion (United Kingdom)
 252.229-7007 Verification of US Receipt of Goods
 252.229-7008 Relief from Import Duty (United Kingdom)
 252.231-7000 Supplemental Cost Principles
 252.234-7000 Notice of Earned Value Management System
 252.234-7001 Earned Value management System
 252.235-7000 Indemnification Under 10 USC 2354- Fixed Price (Subject to prior government approval)
 252.235-7001 Indemnification Under 10 USC 2354- Cost Reimbursement (Subject to prior government approval)
 252.235-7003 Frequency Authorization
 252.235-7005 Contractor-acquired Property
 252.235-7006 Title to Contractor-acquired Property
 252.242-7004 Material Management and Accounting System
 252.242-7005 Cost/Schedule Status Report
 252.242-7006 Cost/Schedule Status Report Plans
 252.243-7000 Engineering Change Proposals
 252.243-7001 Pricing of Contract Modifications
 252.244-7000 Subcontracts For Commercial items and Commercial Components (DOD)
 252.245-7001 Reports of Government Property
 252.247-7007 Liability & Insurance
 252.247-7022 Representation of Extent of Transportation by Sea
 252.247-7023 Transportation of Supplies by Sea. "Prime contractor" in paragraph (a)(5) is changed to "Seller," and "the prime contract" to "this order." Paragraph (b), second sentence has been modified as to read "The Seller and its subcontractors may request that the Buyer obtain Government authorization for shipment . . ." In paragraph (c) "Contracting Officer" is changed to "Buyer" in the second sentence. "45" is changed to "60" days in paragraph (c) and "30" to "25" in paragraph (d). In paragraph (d) "and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation,

	Washington, DC 20590,” is deleted. In paragraph (f) “for the purposes of the Prompt Payment clause of this contract” is deleted.
252.247-7024	Notification of Transportation of Supplies by Sea. This clause applies to subcontracts when the prime’s original response to the solicitation stated that no transportation by sea was contemplated. Paragraph (a) has been modified to read “If, after the award of this order, the Seller learns that supplies” (This clause does not apply to subcontracts for the acquisition of commercial supplies or items.)
252.248-7000	Preparation of Value Engineering Proposals
252.249-7000	Special Termination Costs
252.249-7002	Notification of Anticipated Contract Terminations or Reductions. “Buyer” is substituted for “Contracting Officer” throughout. Paragraph (d)(1) is modified to read “Provide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program”

NASA FAR Supplement Clauses

1) If this order identifies a NASA prime contract number, the following NASA FAR Supplement (NFS) clauses, in addition to the applicable FAR/DFARS clauses set forth above, are hereby incorporated by reference and made a part of this order. The clauses cited below shall be the clauses in effect on the date of, and as required by, Buyer’s prime contract identified on the face of this order.

18-52.204-75	Security Classification Requirements
18-52.204-76	Security Requirements for Unclassified Automated Information Resources
18-52.208-81	Restrictions on Printing and Duplicating
18-52.209-70	Product Removal from Qualified Products List
18-52.209-71	Limitation of Future Contracting
18-52.209-72	Composition of the Contractor
18-52.211-70	Packaging, Handling and Transportation
18-52.215-73	Small, Small Disadvantaged, and Women-owned Small Business Subcontracting Plan
18-52.215-78	Make or Buy Program Requirements
18-52.215-79	Price Adjustments for “Make-or-Buy” Changes
18-52.219-74	Use of Rural Area Small Businesses
18-52.219-75	Small Disadvantaged, and Women-owned Small Business Subcontracting Reporting
18-52.219-76	NASA 8 Percent Goal
18-52.223-70	Safety and Health
18-52.223-71	Frequency Authorization
18-52.223-73	Safety & Health Plan
18-52.223-74	Drug and Alcohol-Free Workforce
18-52.223-75	Major Breach of Safety or Security

18-52.225-8	Duty-Free Entry of Space Articles
18-52.225-70	Export Licenses
18-52.227-11	Patent Rights - Retention by the Contractor (Short Form)
18-52.227-14	Rights in Data - General
18-52.227-17	Rights in Data - Special Works
18-52.227-19	Commercial Computer Software - Restricted Rights
18-52.227-70	New Technology
18-52.227-71	Requests for Waiver of Rights to Inventions
18-52.227-72	Designation of New Technology Representative and Patent Representative
18-52.227-84	Patent Rights Clauses
18-52.227-85	Invention Reporting and Rights - Foreign
18-52.227-86	Commercial Computer Software - Licensing
18-52.227-87	Transfer of Technical Data Under Space Station International Agreement
18-52.228-72	Cross-Waiver of Liability for Space Shuttle Services
18-52.228-75	Minimum Insurance Coverage
18-52.228-76	Cross-Waiver of Liability for Space Station Services
18-52.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches
18-52.231-71	Determination of Compensation Reasonableness
18-52.232-82	Submission of Requests for Progress Payments
18-52.235-70	Center for Aerospace Information
18-52.237-71	Pension Portability
18-52.242-70	Technical Direction, where "COTR" shall be deemed to be Buyer's Purchasing Representative
18-52.242-71	Travel Outside the U.S.
18-52.242-73	NASA Contractor Financial Management Reporting
18-52.243-70	Engineering Change Proposals." "Contracting Officer" shall mean Buyer's Purchasing Representative.
18-52.243-71	Shared Savings. "Contracting Officer" shall mean "Buyer's Purchasing Representative"
18-52.244-70	Geographic Participation in the Aerospace Program
18-52.245-70	Contractor Requests for Government-Owned Equipment
18-52.245-71	Installation-Provided Government Property
18-52.245-72	Liability for Government Property Furnished for Repair or Other Services
18-52.245-73	Financial Reporting of NASA Property. Reports shall be made directly to Buyer.
18-52.245-74	Contractor - Accountable On-Site Government Property
18-52.245-75	Title to Equipment
18-52.245-76	List of Government-furnished Property
18-52.245-77	List of Installation-Provided Property and Services
18-52.245-79	Use of Government-Owned Property

- 18-52.245-80 Use of Government Production and Research Property on a No-Charge Basis. All requests shall be made through and approved by Buyer.
- 18-52.246-70 Mission Critical Space System Personnel Reliability Program
- 18-52.246-72 Material Inspection & Receiving Report
- 18-52.246-73 Human Space Flight Item
- 18-52.247-71 Protection of the Florida Manatee