

## **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.

- 21 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.
- 22 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.
- 23 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**

- 31 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.
- 32 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).

- 33 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.

- 54 "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.
- 55 "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).
- 56 "NASA" means the National Aeronautics and Space Administration.
- 57 "Practice" means to make, use, sell, offer for sale, import and export Goods that embody the Subject Invention.
- 58 "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).
- 59 "Technical Data" means technical data as defined in DFARS 252.227- 7013(a)(14), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in this Agreement.
- 5.10 "Unlimited Rights" means unlimited rights as defined in DFARS 252.227-7013(a)(15), -7014(a)(15) and -7018(a)(20), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in this Agreement.
- 5.11 "Use" means the right to use, modify, reproduce, perform, display, release, disclose, compile, integrate, embed and make derivative works of any Technical Data and Computer Software.

#### **Technical Data and Computer Software Ownership and License Rights.**

- 5.12 Supplier acknowledges and agrees that the rights in Technical Data and Computer Software to be granted to the Government will be determined in accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software and Goods to be performed under this Order and the assertions of restrictions on use, release or disclosure of Supplier's Intellectual Property that are provided to Buyer for delivery to the U.S. Government. Supplier grants licenses to the Government as required to be granted in DFARS 252.227-7013, 7014, 7015, 7016 and 7018, or for Prime Contracts with NASA or the DoE in FAR 52.227-14, for Technical Data and Computer Software acquired, created or delivered to Buyer in the performance of this Order.
- 5.13 For Technical Data and Computer Software in which the Government has Unlimited Rights, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide license, with the right to grant sublicenses, to Use, including

the right to make or have made, such Supplier's Technical Data and Computer Software for any purpose whatsoever, and to have or authorize others to do so.

- 5.14 Except as provided above, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide, license to sell and Use Supplier's Technical Data and Computer Software acquired, created or delivered in the performance of this Order (i) to fulfill Buyer's obligations under the Prime Contract; (ii) to disclose to third parties for obtaining government approvals, including airworthiness; and (iii) to satisfy other contract requirements for the same or similar Goods.
- 5.15 Supplier shall deliver to Buyer all Technical Data and Computer Software needed to fulfill Supplier's obligations in the performance of this Order by the Delivery Date. At Buyer's request, Supplier shall deliver to Buyer all Technical Data and Computer Software acquired or created by Supplier in the performance of this Order, whether or not delivery was required and without additional cost to Buyer.

### **Patent Ownership and License Rights**

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

### **General Intellectual Property**

- 5.19 Supplier represents and warrants that Supplier has sufficient rights in all Intellectual Property that Supplier uses or transfers to Buyer in connection with this Order to allow Supplier to lawfully comply with this Order. If, in the performance of this Order, Supplier incorporates third party Intellectual Property into the Goods, Supplier shall obtain for the Government and the Buyer license rights equivalent to those granted by Supplier herein.

- 520 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.

### **Data Assertions and Markings**

- 521 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.
- 522 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**

- 523 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 BRM Terms & Conditions of Purchase entitled "PATENT INFRINGEMENT", but only to the extent such liability is indemnified by the Government.
- 524 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 Agency ("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 qualified 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 <http://farsite.hill.af.mil/> and <http://www.acq.osd.mil/dpap/sitemap.html>

- 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.



8. Our suppliers and their multi-tier supply chain provide materials for government rated contracts. BRM would like to ensure all of their suppliers are recognizing the DPAS ratings connected government rated contracts. This DPAS rating should be flowed down to all subcontractors to ensure alignment of priority for each procurement.

It is essential that suppliers comply with the U.S. Government's Defense Priorities and Allocations System (DPAS), 15 CFR 700.

The purpose of DPAS is to assure the timely availability of industrial resources to meet current national defense and emergency preparedness program requirements. The Defense Production Act of 1950 authorized the President to require preferential treatment of national defense programs. Executive Order 12919 put the Department of Commerce in charge of the DPAS program and 15 CFR 700 provided rules for the DPAS program.

Please ensure all tiers of your supply chain have a strong understanding of these DPAS requirements.

Please review the full text of the subject clause (15 Code of Federal Regulations (CFR) Part 700).

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
1	Definitions	52.202-1	Jun 2020			All Orders
2	Certificate of Independent Price Determination	52.203-2	Apr 1985			All Orders
3	Gratuities	52.203-3	Apr 1984			All Orders
4	Covenant Against Contingent Fees	52.203-5	May 2014			All Orders
5	Restrictions on Subcontractor Sales to the Government	52.203-6	Jun 2020			Applies if order exceeds \$250,000
6	Anti-Kickback Procedures	52.203-7	Jun 2020			The substance of this clause, except subparagraph (c)(1), is applicable to any Order and all lower-tier subcontracts which exceed \$150,000. Seller shall immediately notify Buyer of any alleged violations involving any of Buyer's or Seller's employees.
7	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8	May 2014			All Orders
8	Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	May 2014			All Orders
9	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11	Sep 2007			Applies in accordance with FAR 3.808 and if Order exceeds \$150,000
10	Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Jun 2020			Applies if Order exceeds \$150,000
11	Contractor Code of Business Ethics and Conduct	52.203-13	Nov 2021			Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days.
12	Display of Hotline Posters	52.203-14	Nov 2021			Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days (commercial items exempt).
13	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.203-15	Jun 2010			All Orders
14	Preventing Personal Conflicts of Interest	52.203-16	June 2020			Applicable to any Order greater than \$150,000
15	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	52.203-17	Jun 2020			Applicable to any Order greater than the simplified acquisition threshold.
16	Prohibiting on Contracting with Entities that Require Certain Internal Confidentiality Agreements of Statements – Representation	52.203-18	Jan 2017			This is not applicable to solicitations for a personal services contract with an individual if the services are to be performed entirely by the individual, rather than by an employee of the contractor or a subcontractor.
17	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.203-19	Jan 2017			Applies in accordance with subparagraph (f) of the clause
18	General			225.872-1	Aug 2023	All Orders for DoD contracts
19	Requirements Relating to Compensation of Former DoD Officials			252.203-7000	Sep 2011	All Orders
20	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies			252.203-7001	Jan 2023	Applicable to all first-tier Orders greater than the simplified acquisition threshold
21	Requirements to Inform Employees of Whistleblower Rights			252.203-7002	Dec 2022	All Orders
22	Agency Office of the Inspector General			252.203-7003	Aug 2019	Applies when FAR 52.203-13 applies to this Contract.

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
23	Display of Hotline Poster(s)			252.203-7004	Jan 2023	Applicable to Orders greater than \$6,000,000, except for Orders for commercial items or lower-tier subcontracts performed entirely outside the U.S.
24	Security Requirements	52.204-2	Mar 2021			Applies if Order involves access to classified information
25	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	52.204-4	May 2011			All Orders
26	Women Owned Business (Other Than Small Business)	52.204-5	Oct 2014			POs over \$150,000.
27	System of Award Management	52.204-7	Oct 2018			Government Contracts
28	Annual Representations and Certifications	52.204-8	Mar 2023			Government Contracts
29	Personal Identity Verification of Contractor Personnel	52.204-9	Jan 2011			Applies in accordance with (d) of the clause
30	Reporting Executive Compensation and First-Tier Subcontract Awards	52.204-10	Jun 2020			As applicable
31	System for Award Management Maintenance	52.204-13	Oct 2018			All Orders
32	Service Contract Reporting Requirements	52.204-14	Oct 2016			Government Contracts
33	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	52.204-15	Oct 2016			Government Contracts
34	Commercial and Government Entity Code Reporting	52.204-16	Aug 2020			Government Contracts
35	Ownership or Control of Offeror	52.204-17	Aug 2020			Government Contracts
36	Commercial and Government Entity Code Maintenance	52.204-18	Aug 2020			Government Contracts
37	Incorporation by Reference of Representations and Certifications	52.204-19	Dec 2014			All Orders
38	Basic Safeguarding of Covered Contractor Information Systems	52.204-21	Nov 2021			Applies in accordance with paragraph (c) of the clause
39	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	52.204-23	Nov 2021			All Orders
40	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	52.204-24	Nov 2021			All Orders for DoD contracts
41	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	52.204-25	Nov 2021			Paragraph (b)(2) does not apply. Note 4 applies in paragraph (b). Reports required by this clause will be made to ASNA.
42	Prohibition on a ByteDance Covered Application	52.204-27	June 2023			Ban of TikTok on IT assets used in USG contracts if this procurement is in support of any US Gov't Prime Contract.
43	Disclosure of Information			252.204-7000	Oct 2016	All Orders
44	Control of Government Personnel Work Product			252.204-7003	Apr 1992	All Orders for DoD contract
45	Anti-Terrorism Awareness Training for Contractors			252.204-7004	Jan 2023	All Orders for DoD contract
46	Billing Instructions			252.204-7006	Oct 2005	All Orders for DoD contract
47	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information			252.204-7009	Jan 2023	Applies in accordance with paragraph (c) of the clause
48	Safeguarding Covered Defense Information and Cyber Incident Reporting			252.204-7012	Jan 2023	Applicable to all Orders, at any tier, including orders for commercial items, for operationally critical support, or for which performance will involve covered defense information, unless the Order is solely for commercially available off-the-shelf items.
49	Limitations on the Use or Disclosure of Information by Litigation Support Contractors			252.204-7014	Jan 2023	All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
50	Notice of Authorized Disclosure of Information for Litigation Support			252.204-7015	Jan 2023	All Orders
51	Covered Defense Telecommunications Equipment or Services—Representation			252.204-7016	Dec 2019	All Orders
52	Prohibition of the Acquisition of Covered Defense Telecommunications Equipment or Services - Representation			252.204-7017	May 2021	All Orders
53	Prohibition of the Acquisition of Covered Defense Telecommunications Equipment or Services			252.204-7018	Jan 2023	All Orders for DoD contract
54	Notice of NIST SP 800-171 DoD Assessment Requirements			252.204-7019	Mar 2022	All Orders for DoD contract
55	NIST SP 800-171 DoD Assessment Requirements			252.204-7020	Jan 2023	All Orders for DoD contract
56	Economic Purchase Quantity - Supplies	52.207-4	Aug 1987			All Orders
57	Required Sources for Helium and Helium Usage Data	52.208-8	Apr 2014			Applicable for all subcontract dollar values
58	Intent to Furnish Precious Metals as Government Furnished Material			252.208-7000	Dec 1991	All Orders
59	Prohibition on Contracting with Inverted Domestic Corporations - Representation	52.209-2	Nov 2015			Government Contracts
60	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	52.209-5	Aug 2020			All Orders
61	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	Nov 2021			Applies in accordance with paragraph (e) of the clause
62	Information Regarding Responsibility Matters	52.209-7	Oct 2018			POs over \$550,000
63	Updates of Publicly Available Information Regarding Responsibility Matters	52.209-9	Oct 2018			POs over \$550,000
64	Prohibition on Contracting with Inverted Domestic Corporations	52.209-10	Nov 2015			All Orders
65	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism			252.209-7004	May 2019	All Orders for DoD contracts
66	Critical Safety Items			252.209-7010	Aug 2011	All Orders
67	Market Research	52.210-1	Nov 2021			POs over \$5,500,000
68	Material Requirements	52.211-5	Aug 2000			All Orders
69	Notice of Priority Rating for Natural Defense, Emergency Preparedness and Energy Program Use	52.211-14	Apr 2008			Government Contracts
70	Defense Priority and Allocation Requirements	52.211-15	Apr 2008			Applies if priority rating is noted on this Order
71	Shelf-Life Items Manufacturing Restrictions	52.211-9024	Aug 2012			All Orders
72	Acquisition Streamlining			252.211-7000	Reserved	Applicable on any Order greater than \$1,500,000 and which stems from a Prime Contract under a systems acquisition program.
73	Item Unique Identification and Valuation			252.211-7003	Jan 2023	All Orders
74	Reporting of Government-Furnished Property			252.211-7007	Mar 2022	All Orders
75	Use of Government Assigned Serial Numbers			252.211-7008	Sep 2010	Applicable if flow down required in accordance with DFARS 211.274-6
76	Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Products and Commercial Services	52.212-5	Mar 2023			Commercial Items
77	Audit and Records-Sealed Bidding	52.214-26	Jun 2020			Applies when cost or pricing data required
78	Price Reduction for Defective Certified Cost or Pricing Data—Modifications—Sealed Bidding	52.214-27	Jun 2020			Applies when cost or pricing data required

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
79	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding	52.214-28	Jun 2020			Applies when cost or pricing data required
80	Audits and Records – Negotiation	52.215-2	Jun 2020			SA
81	Place of Performance	52.215-6	Oct 1997			Government Contracts
82	Order of Precedence- Uniform Contract Format	52.215-8	Oct 1997			All Orders
83	Price Reduction for Defective Certified Cost or Pricing Data	52.215-10	Aug 2011			Applies when cost or pricing data are required
84	Price Reduction for Defective Certified Cost or Pricing Data-Modifications	52.215-11	Jun 2020			Applicable if FAR 52.215-10 is not applicable to this Order.
85	Subcontractor Certified Cost or Pricing Data	52.215-12	Jun 2020			Applies when cost or pricing data are required
86	Subcontractor Certified Cost or Pricing Data-Modifications	52.215-13	Jun 2020			Applicable if FAR 52.215-12 is not applicable to this Order.
87	Integrity of Unit Prices	52.215-14	Nov 2021			Applies in accordance with paragraph (c) of the clause
88	Pension Adjustments and Asset Reversions	52.215-15	Oct 2010			Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
89	Facilities Capital Cost of Money	52.215-16	Jun 2003			Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose Facilities Capital Cost of Money in its offer.
90	Waiver of Facilities Capital Cost of Money	52.215-17	Oct 1997			Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose Facilities Capital Cost of Money in its offer.
91	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	52.215-18	Jul 2005			Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
92	Notification of Ownership Changes	52.215-19	Oct 1997			Applicable to any Order when cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR subpart 31.2.
93	Requirements for Certified Cost or Pricing Data and data other than Certified Cost or Pricing Data	52.215-20	Nov 2021			All Orders
94	Requirements for Certified Cost or Pricing Data and data other than Certified Cost or Pricing Data – Modifications	52.215-21	Nov 2021			All Orders
95	Limitation on Pass-Through Charges-Identification of Subcontract Effort	52.215-22	Oct 2009			POs over \$150,000.
96	Limitations on Pass-Through Charges	52.215-23	Jun 2020			Applies in accordance with paragraph (f)
97	Only One Offer			252.215-7008	Dec 2022	Applies if this subcontract exceeds the simplification acquisition threshold.
98	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data			252.215-7010	Jan 2023	This clause applies in lieu of FAR 52.215-20. Note 2 applies. Paragraph (b)(ii)(E) does not apply.
99	Allowable Cost and Payment	52.216-7	Aug 2018			Applies to cost-type Orders
100	Fixed Fee	52.216-8	Jun 2011			Applies if this is a cost-plus fixed fee Contract. Notes 1 and 2 apply.

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
101	Incentive Fee	52.216-10	Jun 2011			Applies if this is a cost-plus incentive fee Contract. Notes 1 and 2 apply
102	Cost Contract - No Fee	52.216-11	Apr 1984			Applies if this is a cost no fee Contract. Notes 1 and 2 apply.
103	Cost Sharing Contract - No Fee	52.216-12	Apr 1984			Applies if this is a cost sharing no fee Contract. Notes 1 and 2 apply.
104	Incentive Price Revision – Firm Target	52.216-16	Jan 2022			Applicable to any FPIF Order or line item.
105	Incentive Price Revision – Successive Targets	52.216-17	Jan 2022			Applicable to any FPIS Order or line item.
106	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	52.219-4	Oct 2022			All Orders
107	Notice of Total Small Business Set Aside	52.219-6	Nov 2020			All Orders
108	Utilization of Small Business Concerns	52.219-8	Oct 2022			Applicable unless contract is for personal services, or the contract, together with all of its subcontracts, will be performed entirely outside the U.S. and its outlying areas.
109	Small Business Subcontracting Plan	52.219-9	Oct 2022			Applicable to any Order greater than \$750,000 or lower threshold if effective under older higher-tier contract.
110	Liquidated Damages – Subcontracting Plan	52.219-16	Sept 2021			POs over \$700,000
111	Small Disadvantaged Business Status	52.219-22	Reserved			POs over \$150,000.
112	Post-Award Small Business Program Representation	52.219-28	Mar 2023			Government Contracts
113	Small business Subcontracting Plan (DoD Contracts)			252.219-7003	Dec 2019	Applies when FAR 52.219-9 applies.
114	Notice to the Government of Labor Disputes	52.222-1	Feb 1997			All Orders
115	Payment for Overtime Premiums	52.222-2	Jul 1990			Insert "0%" in paragraph (a) unless indicated. Notes 1 and 2 apply.
116	Convict Labor	52.222-3	Jun 2003			Applicable if Order is above the micro purchase threshold of FAR 2.101
117	Contract Work Hours and Safety Standards - Overtime Compensation	52.222-4	May 2018			Applicable to Orders at any tier greater than \$150,000.
118	Subcontracts (Labor Standards)	52.222-11	May 2014			Applies if the Order is for construction within the United States
119	Non-displacement of Qualified Workers	52.222-17	Reserved			Applicable on any order greater and the simplified acquisition threshold.
120	Child Labor – Cooperation with Authorities and Remedies	52.222-19	Dec 2022			Government Contracts
121	Contracts for materials, supplies, articles, and equipment.	52.222-20	Jun 2020			Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.
122	Prohibition of Segregated Facilities	52.222-21	Apr 2015			Applicable if Equal Opportunity clause has been determined to apply to this Order.
123	Previous Contracts and Compliance Reports	52.222-22	Feb 1999			All Orders
124	Pre-award On-Site Equal Opportunity Compliance Evaluation	52.222-24	Feb 1999			Applies if Order exceeds \$10,000,000
125	Affirmative Action Compliance	52.222-25	Apr 1984			
126	Equal Opportunity	52.222-26	Sep 2016			All Orders
127	Affirmative Action Compliance Requirements for Construction	52.222-27	Apr 2015			Applies if Order is for work involving any construction trade in excess of \$10,000



	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
128	Notification of Visa Denial	52.222-29	Apr 2015			Government Contracts
129	Project Labor Agreement	52.222-34	May 2010			Applies if Order is for construction
130	Equal Opportunity for Veterans	52.222-35	Jun 2020			Applicable to any Order of \$150,000 or more.
131	Equal Opportunity for Workers with Disabilities	52.222-36	Jun 2020			Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.
132	Employment Reports on Veterans	52.222-37	Jun 2020			Applicable to any Order at or over the Simplified Acquisition Threshold.
133	Compliance with Veterans' Employment Reporting Requirements	52.222-38	Feb 2016			Applicable to any Order over the Simplified Acquisition Threshold and not for the acquisition of commercial items.
134	Notification of Employee Rights Under the National Labor Relations Act	52.222-40	Dec 2010			Applicable to any Order greater than \$10,000.
135	Service Contract Labor Standards	52.222-41	Aug 2018			Applicable only to the extent that such clause is in Buyer's higher-tier contract and this Order is subject to the Service Contract Labor Standards statute.
136	Combating Trafficking in Persons	52.222-50	Nov 2021			All Orders
137	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	52.222-51	May 2014			Applies to Orders for exempt services
138	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	52.222-53	May 2014			Applies to Orders for exempt services
139	Employment Eligibility Verification	52.222-54	May 2022			Applies in accordance with paragraph (e) of the clause
140	Minimum Wages for Contractor Workers Under Executive Order 14026	52.222-55	Jan 2022			Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute
141	Certification Regarding Trafficking in Person Compliance Plan	52.222-56	Oct 2020			All Orders
142	Paycheck Transparency (Executive Order 13673)	52.222-60	Reserved			Applicable to Orders at any tier greater than \$500,000, for other than commercially available off-the-shelf items.
143	Paid Sick Leave Under Executive Order 13706	52.222-62	Jan 2022			(Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)
144	Restrictions on Employment of Personnel			252.222-7000	Mar 2000	All Orders
145	Restrictions on the Use of Mandatory Arbitration Agreements			252.222-7006	Jan 2023	As applicable
146	Representation Regarding Combating Trafficking in Persons			252.222-7007	Jan 2015	All Orders
147	Hazardous Material Identification and Material Safety Data	52.223-3	Feb 2021			Entry is considered to be "none" unless Seller explicitly states otherwise within its quotation or proposal.
148	Pollution Prevention and Right-to Know Information	52.223-5	May 2011			Government Contracts
149	Drug-Free Workplace	52.223-6	May 2001			All Orders
150	Notice of Radioactive Materials	52.223-7	Jan 1997			Applies only if Seller delivers radioactive materials under this Order

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
151	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	52.223-9	May 2008			Applicable for Subcontract Values Greater than \$150,000
152	Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons	52.223-11 aka CFR Part 82	June 2016			All Orders
153	Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners	52.223-12	June 2016			All Orders
154	Acquisition of EPEAT – Registered Televisions	52.223-14	June 2014			All Orders
155	Energy Efficiency in Energy-Consuming Products	52.223-15	May 2020			Applies in accordance with subparagraph (c) of the clause
156	Acquisition of EPEAT-Registered Personal Computer Products	52.223-16	Oct 2015			Applicable for all subcontract dollar values
157	Encouraging Contractor Policies to Ban Text Messaging While Driving	52.223-18	June 2020			Government Contracts
158	Hazard Warning Labels			252.223-7001	Dec 1991	Government Contracts
159	Prohibition on Storage Treatment and Disposal of Toxic or Hazardous Materials			252.223-7006	Sep 2014	All Orders
160	Prohibition of Hexavalent Chromium			252.223-7008	Jan 2023	Applies if this Contract is for supplies, maintenance and repair services, or construction materials.
161	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors			252.223-7999	Oct 2021	All Orders
162	Privacy Act Notification	52.224-1	Apr 1984			Applicable for all subcontract dollar values
163	Privacy Act	52.224-2	Apr 1984			All Orders
164	Privacy Training	52.224-3	Jan 2017			Applies if Seller will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.
165	Buy American - Supplies	52.225-1	Oct 2022			Applies to all subcontracts for supplies
166	Buy American Free Trade Agreements-Israeli Trade Act	52.225-3	Dec 2022			All Orders
167	Trade Agreements	52.225-5	Dec 2022			All Orders
168	Duty-Free Entry	52.225-8	Oct 2010			Applicable only if such clause is contained in Buyer's higher-tier contract under which any reduced duty-free entry Apply. Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days".
169	Restrictions on Certain Foreign Purchases	52.225-13	Feb 2021			Clause is applicable if purchased item is other than commercial item or component per clause at FAR 52.244-6.
170	Place of Manufacture	52.225-18	Aug 2018			Government Contracts
171	Prohibition on Conducting Restricted Business Operations in Sudan-Certification	52.225-20	Aug 2009			Government Contracts

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
172	Required Use of American Iron, Steel, and Manufactured Goods - Buy American Act - Construction Materials	52.225-21	Jan 2021			Applies to all construction subcontracts
173	Required Use of American Iron, Steel, and Manufactured Goods - Buy American Statute - Construction Materials Under Trade Agreements	52.225-23	Dec 2022			Applies to all construction subcontracts
174	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	52.225-25	June 2020			Government Contracts
175	Contractors Performing Private Security Functions Outside the United States	52.225-26	Oct 2016			Applies in accordance with paragraph (f) of the clause
176	Buy American and Balance of Payments Program			252.225-7001	Jan 2023	All Orders
177	Qualifying Country Sources as Subcontractors			252.225-7002	Mar 2022	All Orders
178	Prohibition on Acquisition of Certified items from Communist Chinese Military Companies			252.225-7007	Dec 2018	All Orders
179	Restriction on Acquisition of Specialty Metals			252.225-7008	Mar 2013	All Orders
180	Restriction on Acquisition of Certain Articles Containing Specialty Metals			252.225-7009	Jan 2023	All Orders
181	Commercial Derivative Military Article—Specialty Metals Compliance Certificate			252.225-7010	Jul 2009	All Orders
182	Preference for Certain Domestic Commodities			252.225-7012	Apr 2022	All Orders
183	Duty-Free Entry			252.225-7013	Dec 2022	All Orders
184	Restriction on Acquisition of Hand or Measuring Tools			252.225-7015	Jun 2005	All Orders
185	Restriction on Acquisition of Ball and Roller Bearings			252.225-7016	Jan 2023	All Orders
186	Trade Agreements			252.225-7021	Jan 2023	All Orders
187	Restriction on Acquisition of Forgings			252.225-7025	Dec 2009	All Orders
188	Restriction on Contingent Fees for Foreign Military Sales			252.225-7027	Apr 2003	All Orders
189	Exclusionary Policies and Practices of Foreign Governments			252.225-7028	Apr 2003	All Orders
190	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate			252.225-7030	Dec 2006	All Orders
191	Waiver of United Kingdom Levies- Evaluation of Offers			252.225-7032	Apr 2003	All Orders
192	Waiver of United Kingdom Levies			252.225-7033	Apr 2003	All Orders
193	Buy American Free Trade Agreements- Balance of Payments Program			252.225-7036	Jan 2023	All Orders
194	Restriction on Acquisition of Air Circuit Breakers			252.225-7038	Dec 2018	All Orders
195	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States			252.225-7040	Oct 2015	All Orders
196	Antiterrorism/Force Protection for Defense Contractors Outside the United States			252.225-7043	Jun 2015	All Orders
197	Exports by Approved Community Members in Performance of the Contract			252.225-7047	Jun 2013	All Orders
198	Export-Controlled Items			252.225-7048	Jun 2013	All Orders
199	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten			252.225-7052	Jan 2023	Applies except where an exception in paragraph ( c ) applies.
200	Prohibition Regarding Business Operations with Maduro Regime			252.225-7056	May 2022	All Orders
201	Post-Award Disclosure of Employment of Individuals Who Work in the People's Republic of China			252.225-7058	Aug 2022	All Orders
202	Prohibition on Certain Procurements from Xinjiang Uyghur Autonomous Region			252.225-7060	Dec 2022	All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
203	Utilization of Indian Organizations, Indian- Owned Economic Enterprises and Native Hawaiian Small Business Concerns			252.226-7001	Jan 2023	Applies if Order exceeds \$500,000
204	Authorization and Consent	52.227-1	Jun 2020			SA (include Alternate I or II to the extent in the Prime Contract)
205	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	Jun 2020			SA
206	Patent Indemnity	52.227-3	Apr 1984			All Orders
207	Royalty Information	52.227-6	Apr 1984			All Orders
208	Refund of Royalties	52.227-9	Apr 1984			Applies in accordance with paragraph (f) of the clause
209	Filing of Patent Applications-Classified Subject Matter	52.227-10	Dec 2007			Applies in accordance with paragraph (e) of the clause
210	Patent Rights - Ownership by the Contractor	52.227-11	May 2014			Applies in accordance with paragraph (k) of the clause
211	Patent Rights-Ownership by the Government	52.227-13	Dec 2007			Applies in accordance with paragraph (i) of the clause
212	Rights in Data – General	52.227-14	May 2014			All Orders
213	Rights in Data – Special Works	52.227-17	Dec 2007			Applicable for all subcontract dollar values
214	Rights in Data – Existing Works	52.227-18	Dec 2007			Applicable for all subcontract dollar values
215	Commercial Computer Software License	52.227-19	Dec. 2007			All Orders
216	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems	52.227-21	May 2014			Applicable for all subcontract dollar values
217	Rights to Proposal Data (Technical)	52.227-23	June 1987			Government Contracts
218	Rights in Technical Data—Other Than Commercial Products and Commercial Services			252.227-7013	Mar 2023	All Orders (applicable when technical data from subcontractor delivered to the Government by the prime contractor; deleted from (b)(1)(iv) “[T]o the Contractor” and from (b)(1)(ix) “contract or” and “thereunder”; add “[B]uyer or” before “Government” in (c) and (i); change the second and third occurrences of “Contracting Officer” to “Government” in (e)(4); add “[A]nd the Government” after “parties” in (h)(1); change in (h)(2) “sixty (60)” to “fifty (50)” days; no substitutions for “Government” have been made.)

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
219	Rights in other than computer software and other than commercial computer software documentation			252.227-7014	Mar 2023	All Orders (applicable when software and software documentation from subcontractor delivered to the Government by the prime contractor; delete from (b)(1)(iii) “[T]o the Contractor” and from (b)(1)(vi) “contract or” and “thereunder”; add “[B]uyer or” before “Government” in (i); change the second and third occurrences of “Contracting Officer” to “Government” in (e)(4); add “[A]nd the Government” after “parties” in (h)(1); change in (h)(2) “sixty(60)” to “fifty(50)” days; no substitutions for “Government” have been made.)
220	Technical Data-Commercial Products and Commercial Services			252.227-7015	Mar 2023	All Orders (in lieu of DFARS 252.227-7013 for Commercial Items; applicable only when commercial item (as defined in the FAR) technical data from subcontractor delivered to the Government by the prime contractor; no substitutions for “Contracting Officer” or “Government” have been made.)
221	Rights in Bid or Proposal Information			252-227-7016	Jan 2023	All Orders
222	Identification and Assertion of Use, Release, or Disclosure Restrictions			252.227-7017	Jan 2023	All Orders
223	Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program			252.227-7018	Mar 2023	All Orders
224	Validation of Asserted Restrictions -Computer Software			252.227-7019	Jan 2023	All Orders (applies when clause 252.227- 7014 is used; substitute “Buyer’s Purchasing Representative” for “Contracting Officer” in paragraph (b), otherwise no substitutions are made for “Contracting Officer” or “Government”; in paragraphs (f)(5) and (f)(6), substitute “the prime contract” for “this contract.”)
225	Rights in Special Works			252.227-7020	Jun 1995	All Orders
226	Rights in Data-Existing Works			252.227-7021	Mar 1979	All Orders
227	Government Rights (Unlimited)			252.227-7022	Mar 1979	All Orders
228	Drawings and Other Data to Become Property of Government			252.227-7023	Mar 1979	All Orders
229	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends			252.227-7025	Jan 2023	All Orders
230	Deferred Delivery of Technical Data or Computer Software			252.227-7026	Apr 1988	All Orders
231	Deferred Ordering of Technical Data or Computer Software			252.227-7027	Apr 1988	All Orders
232	Technical Data or Computer Software Previously Delivered to the Government			252.227-7028	Jun 1995	All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
233	Technical Data - Withholding of Payment			252.227-7030	Mar 2000	In this clause, "Government" and "Contracting Officer" shall mean Buyer.
234	Rights in Technical Data and Computer Software (Foreign)			252.227-7032	Jun 1975	All Orders
235	Rights in Shop Drawings			252.227-7033	Apr 1966	All Orders
236	Validation of Restrictive Markings on Technical Data			252.227-7037	Jan 2023	All Orders (applies when Clause 252.227-7013, 252.227-7014 or 252.227-7015 are used; in paragraph (b), "Contractor's" remains in the clause with a lower case "c", insert in paragraphs (c) and (d)(1) "hereunder" after "subcontract"; change in paragraphs (f) and (g)(2)(i) "this contract" to "the prime contract"; change in paragraph (l) "a contract" to "the prime contract"; no substitutions for "Government" or "Contracting Officer" are made.)
237	Patent Rights – Ownership by the Contractor (Large Business)			252.227-7038	June 2012	Orders placed by United Technologies Corporation, Pratt & Whitney Division ("P&W") and P&W subsidiaries for experimental, developmental or research work unless the supplier is a non-profit or small-business.
238	Patents—Reporting of Subject Inventions			252.227-7039	Apr 1990	All Orders
239	Workers' Compensation Insurance (Defense Base Act)	52.228-3	July 2014			All Orders
240	Workers' Compensation and War-Hazard Insurance Overseas	52.228-4	Apr 1984			All Orders
241	Insurance-Work on a Government Installation	52.228-5	Jan 1997			All Orders
242	Insurance – Liability to Third Persons	52.228-7	Mar 1996			Government Contracts
243	Ground and Flight Risk			252.228-7001	Mar 2023	All Orders (This Clause applies only if the subcontract relates to the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft and is subject to USG approval.)
244	Mishap Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles			252.228-7005	Nov 2019	All Orders
245	Federal, State and Local Taxes	52.229-3	Feb 2013			All Orders
246	Taxes - Foreign Fixed-Price Contracts	52.229-6	Feb 2013			All Orders
247	Taxes – Foreign Cost-Reimbursement Contract	52.229-8	Mar 1990			Applicable for all subcontract dollar values
248	State of New Mexico Gross Receipts and Compensating Tax	52.229-10	Apr 2003			All Orders
249	Reporting of Foreign Taxes-U.S. Assistance Programs			252.229-7011	Sep 2005	Applies to Orders for commodities that exceed \$500
250	Cost Accounting Standards	52.230-2	Jun 2020			As applicable
251	Disclosure and Consistency of Cost Accounting Practices	52.230-3	Jun 2020			As applicable
252	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns	52.230-4	Jun 2020			Applies to subcontracts in accordance with paragraph (d) of the clause
253	Administration of Cost Accounting Standards	52.230-6	Jun 2010			As applicable



	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
254	Supplemental Cost Principles			252.231-7000	Dec 1991	As applicable
255	Payments Under Fixed Price Research and Development Contracts	52.232-2	Apr 1984			All Orders
256	Payments Under Time-and-Material and Labor Hour Contracts	52.232-7	Nov 2021			All Orders
257	Discounts for Prompt Payment	52.232-8	Feb 2002			All Orders
258	Limitation on Withhold of Payments	52.232-9	Apr 1984			All Orders
259	Extras	52.232-11	Apr 1984			Government Contracts
260	Progress Payments	52.232-16	Nov 2021			All Orders
261	Interest	52.232-17	May 2014			All Orders
262	Limitation of Cost	52.232-20	Apr 1984			Applies if this Contract is fully funded. Notes 1 and 2 apply.
263	Limitation of Funds	52.232-22	Apr 1984			Applies if this Contract is incrementally funded. Notes 1 and 2 apply.
264	Assignment of Claims	52.232-23	May 2014			All Orders supporting a Prime Contract that is for construction
265	Prompt Payment	52.232-25	Jan 2017			All Orders
266	Prompt Payment for Construction Contracts	52.232-27	Jan 2017			All Orders
267	Terms for Financing of Purchases of Commercial Items	52.232-29	Feb 2002			Applicable for all subcontract dollar values
268	Installment Payments for Commercial Items	52.232-30	Jan 2017			Applicable for Subcontract Values Greater than \$150,000
269	Performance-Based Payments	52.232-32	Apr 2012			All Orders
270	Payment by Electronic Fund Transfer- System for Award Management	52.232-33	Oct 2018			Applies in accordance with paragraph (d) of the clause
271	Unenforceability of Unauthorized Obligations	52.232-39	June 2013			All Orders
272	Providing Accelerated Payments to Small Business Subcontractors	52.232-40	Mar 2023			All Orders supporting a Prime Contract that is for construction
273	Levies on Contract Payments			252.232-7010	Dec 2006	All Orders
274	Performance-Based Payments-Whole-Contract Basis			252.232-7012	Dec 2022	All Orders
275	Accelerating Payments to Small Business Subcontractors- Prohibition on Fees and Consideration			252.232-7017	Apr 2020	All Orders
276	Disputes	52.233-1	May 2014			All Orders for DoD contracts
277	Protest After Award	52.233-3	Aug 1996			All Orders for DoD contracts
278	Applicable Law for Breach of Contract Claim	52.233-4	Oct 2004			All Orders for DoD contracts
279	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	52.233-99	Oct 2021			All Orders
280	Industrial Resources Developed Under Title III, Defense Production Act	52.234-1	Sept 2016			All Orders
281	Frequency Authorization			252.235-7003	Mar 2014	Applies in accordance with paragraph (d) of the clause
282	Final Scientific or Technical Report			252.235-7011	Dec 2019	
283	Accident Prevention	52.236-13	Nov 1991			All Orders
284	Design Within Funding Limitations	52.236-22	Apr 1984			Applicable for all subcontract dollar values
285	Modification Proposals – Price Breakdown			252.236-7000	Dec 1991	All Orders
286	Continuity of Services	52.237-3	Jan 1991			Applicable for all subcontract dollar values
287	Continuation of Essential Contractor Services			252.237-7023	Mar 2010	All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
283	Privacy or Security Safeguards	52.239-1	Aug 1996			All Orders for DoD contracts
289	Protection Against Compromising Emanations			252.239-7000	Oct 2019	All Orders
290	Cloud Computing Services			252.239-7010	Jan 2023	Government Contracts
291	Telecommunications Security Equipment, Devices, Techniques, and Services			252.239-7016	Dec 1991	Applies in accordance with paragraph (e) of the clause
292	Notice of Supply Chain Risk			252.239-7017	Dec 2022	All Orders that that involve the development or delivery of any information technology whether acquired as a service or as a supply
293	Supply Chain Risk			252.239-7018	Dec 2022	All Orders that that involve the development or delivery of any information technology whether acquired as a service or as a supply
294	Penalties for Unallowable Costs	52.242-3	Dec 2022			Applies to Contracts over the threshold for certified cost or pricing data except fixed-price contracts without cost incentives or any firm fixed-price (FFP) contract for “commercial items”. In paragraphs (d), (e) and (g), Notes 2 and 6 apply.
295	Bankruptcy	52.242-13	July 1995			All Orders for DoD contracts
296	Stop-Work Order	52.242-15	Aug 1989			All Orders (in paragraph (a), change "90 days" to read "180 days")
297	Government Delay of Work	52.242-17	Apr 1984			Government Contracts
298	Changes – Fixed Price (Aug 1987) Alternate V	52.243-1 Alt V	Aug 1987			All Orders for DoD contracts
299	Changes - Cost-Reimbursement	52.243-2	Aug 1987			Applies if this is a Cost-Reimbursement Contract. Note 2 applies.
300	Changes - Time-and-Material or Labor-Hours	52.243-3	Sept 2000			Applies if this is a time and material or labor hour Contract.
301	Change Order Accounting	52.243-6	Apr 1984			Applicable to orders for supply and research and development contracts of significant technical complexity.
302	Pricing Of Contract Modifications			252.243-7001	Dec 1991	All Orders
303	Requests for Equitable Adjustment			252.243-7002	Dec 2022	All Orders
304	Subcontracts	52.244-2	June 2020			Government Contracts
305	Competition in Subcontracting	52.244-5	Dec 1996			All Orders
306	Subcontracts for Commercial Products and Commercial Services	52.244-6	Mar 2023			CI
307	Subcontracts for Commercial Products and Commercial Services			252.244-7000	Jan 2023	CI
308	Contractor Purchasing System Administration			252.244-7001	May 2014	All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
309	Government Property	52.245-1	Sept 2021			As applicable (include Alternate I to the extent in the Prime Contract)
310	Use and Charges	52.245-9	Apr 2012			All Orders
311	Tagging, Labeling, and Marking of Government-Furnished Property			252.245-7001	Apr 2012	Applies when FAR 52.245-1 applies
312	Reporting Loss of Government Property			252.245-7002	Jan 2021	Applies when FAR 52.245-1 applies
313	Contractor Property Management System Administration			252.245-7003	Apr 2012	Applies when FAR 52.245-1 applies
314	Reporting, Reutilization, and Disposal			252.245-7004	Dec 2017	Applies when FAR 52.245-1 applies
315	Contractor Inspection Requirements	52.246-1	Apr 1984			All Orders
316	Inspection of Supplies – Fixed Price	52.246-2	Aug 1996			All Orders
317	Inspection of Supplies – Cost-Reimbursement	52.246-3	May 2001			Applies to all cost-reimbursement subcontracts for supplies
318	Inspection of Services – Fixed Price	52.246-4	Aug 1996			Government Contracts
319	Inspection of Services - Cost-Reimbursement	52.246-5	Apr 1984			Notes 2 and 3 apply, except Note 4 applies where "Government" first appears in paragraph (k). An inspection system accepted by the Government will be deemed accepted by ASNA. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to ASNA and the Government.
320	Inspection-Time and Material and Labor-Hour	52.246-6	May 2001			Notes 2 and 3 apply, except Note 4 applies where "Government" first appears in paragraph (k). An inspection system accepted by the Government will be deemed accepted by ASNA. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to ASNA and the Government.
321	Inspection of Research and Development (Short Form)	52.246-9	Apr 1984			All Orders for DoD contracts

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
322	Higher-Level Contract Quality Requirement	52.246-11	Dec 2014			Applies if this Contract (1) is for critical and complex items; or (2) requires (i) control of design, work operations, in-process control, testing, and inspection; or (ii) attention to organization, planning, work instructions, documentation control, and advanced metrology.
323	Responsibility for Supplies	52.246-16	Apr 1984			All Orders
324	Limitation of Liability	52.246-23	Feb 1997			All Orders for DoD contracts
325	Limitation of Liability – High-Value Items	52.246-24	Feb 1997			
326	Limitation of Liability – Services	52.246-25	Feb 1997			
327	Reporting Nonconforming Items	52.246-26	Nov 2021			Applicable for order items subject to higher-level quality standards.
328	Warranty of Data			252.246-7001	Mar 2014	The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.
329	Notification of Potential Safety Issues			252.246-7003	Jan 2023	Applies in accordance with paragraph (f) of the clause
330	Contractor Counterfeit Electronic Part Detection and Avoidance System.			252.246-7007	Jan 2023	All Orders. Only paragraphs (a) - (e) apply.
331	Sources of Electronic Parts			252.246-7008	Jan 2023	Applies in accordance with paragraph (e) of the clause
332	F.O.B. Origin	52.247-29	Feb 2006			
333	F.O.B. Destination	52.247-34	Nov 1991			
334	Preference of U.S. - Flag Air Carriers	52.247-63	Jun 2003			All Orders
335	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64	Nov 2021			Applies if not exempted under 52.247-64(e)
336	Report of Shipment (Reship)	52.247-68	Feb 2006			Applicable for all subcontract dollar values
337	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer			252.247-7003	Jan 2023	Applies in accordance with paragraph (c) of the clause.
338	Transportation of Supplies by Sea			252.247-7023	Jan 2023	Applies in accordance with paragraph (h) (change "[P]rime contractor" in paragraph (a)(5) to "Seller" and "the prime contract" to "this order"; modify paragraph (c) to read "[T]he Seller and its subcontractors may request that the Buyer obtain Government authorization for shipment . . ."; change in paragraph (d) "Contracting Officer" to "Buyer" in the second sentence; change "45" to "60" days in paragraph (d); change "30" to "25" in paragraph (e); delete in paragraph (e) "and the Maritime Administration Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street, N.W., Washington, DC 20590"; delete in paragraph (g) "for the purposes of the Prompt Payment clause of this contract.")

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
339	Notification of Transportation of Supplies by Sea			252.247-7024	Reserved	All Orders (modify paragraph (a) to read “[I]f, after the award of this order, the Seller learns that supplies ”)
340	Value Engineering	52.248-1	Jun 2020			All Orders
341	Value Engineering-Construction	52.248-3	Oct 2020			Applicable to all Purchase Orders \$75,000 or more.
342	Termination for Convenience of the Government (Fixed Price)(Short Form)	52.249-1	Apr 1984			All Orders for DoD contracts
343	Termination for Convenience of the Government (Fixed-Price)	52.249-2	Apr 2012			All Orders (in paragraph (c), change “120 days” to “60 days”; in paragraph (e), change “1 year” to “6 months”; in paragraph 1, change “90 days” to “45 days”) (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions in the event the prime contract is terminated)
344	Termination (Cost-Reimbursement)	52.249-6	May 2004			All Orders (in paragraph (a)(2), change “10 days” to “7 days”; in paragraph (d), change “120 days” to “60 days”; in paragraph (f), change “1 year” to “6 months”) (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions in the event the prime contract is terminated)
345	Default (Fixed-Price Supply and Service)	52.249-8	Apr 1984			All Orders (in paragraph (a)(2), change “10 days” to “7 days”) (this clause applies in lieu of the Termination for Default clause in the body of the Terms and Conditions in the event the prime contract is terminated)
346	Default (Fixed-Price Research and Development)	52.249-9	Apr 1984			All Orders for DoD contracts
347	Excusable Delays	52.249-14	Apr 1984			All Orders for DoD contracts
348	Notification of Anticipated Contract Termination or Reduction			252.249-7002	Dec 2022	(substitute “Buyer” for “Contracting Officer” throughout; modify paragraph (d)(1) to read “[Provide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program ..... ”)
349	Solicitation Provisions Incorporated by Reference	52.252-1	Feb 1998			Government Orders
350	Clauses Incorporated by Reference	52.252-2	Feb 1998			Government Orders
351	Computer Generated Forms	52.253-1	Jan 1991			All Orders for DoD contracts

	Clause	NASAFAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
352	Display of Inspector General Hotline Posters	1852.203-70	June 2001			All Orders supporting a NASA contract
353	Requirement to Inform Employees of Whistleblower Rights	1852.203-71	Aug 2014			All Orders supporting a NASA contract
354	Security Classification Requirements	1852.204-75	Sep 1989			All Orders supporting a NASA contract
355	Security Requirements for Unclassified Information Technology Resources	1852.204-76	Jan 2011			All Orders supporting a NASA contract
356	Restrictions on Printing and Duplicating	1852.208-81	Nov 2004			All Orders supporting a NASA contract
357	Limitation of Future Contracting	1852.209-71	Dec 1988			All Orders supporting a NASA contract
358	Packaging Handling and Transportation	1852.211-70	Sep 2005			All Orders supporting a NASA contract
359	Make or Buy Program Requirements	1852.215-78	Feb 1988			All Orders supporting a NASA contract
360	Price Adjustments for “Make-or-Buy” Changes	1852.215-79	Jun 2018			All Orders supporting a NASA contract
361	Small Business Subcontracting Plan	1852.219-73	May 1999			All Orders supporting a NASA contract
362	Use of Rural Area Small Businesses	1852.219-74	Reserved			All Orders supporting a NASA contract
363	Individual Subcontracting Reports	1852.219-75	Apr 2015			All Orders supporting a NASA contract
364	Safety and Health Measures and Mishap Reporting	1852.223-70	Dec 2015			All Orders supporting a NASA contract
365	NASA Mentor-Protégé Program	1852.219-77	Apr 2015			All Orders supporting a NASA contract
366	Mentor Requirements and Evaluation	1852.219-79	Apr 2015			All Orders supporting a NASA contract
367	Safety and Health Measures and Mishap Reporting	1852.223-70	Dec 2015			All Orders supporting a NASA contract
368	Authorization for Radio Frequency Use	1852.223-71	Apr 2015			All Orders supporting a NASA contract
369	Safety and Health (Short Form)	1852.223-72	Jul 2015			All Orders supporting a NASA contract
370	Safety and Health Plan	1852.223-73	Jul 2015			All Orders supporting a NASA contract
371	Drug and Alcohol-Free Workforce	1852.223-74	Nov 2015			All Orders supporting a NASA contract
372	Major Breach of Safety or Security	1852.223-75	Feb 2002			All Orders supporting a NASA contract
373	Duty Free Entry of Space Articles	1852.225-8	Feb 2000			All Orders supporting a NASA contract
374	Export Licenses	1852.225-70	Feb 2000			All Orders supporting a NASA contract
375	Restrictions on Funding Activities with China	1852.225-71	Feb 2012			All Orders supporting a NASA contract
376	Patent Rights - Ownership by the Contractor	1852.227-11	Apr 2015			All Orders supporting a NASA contract
377	Restrictions on Funding Activities with China	1852.225-71	Feb 2012			All Orders supporting a NASA contract
378	Rights in Data – General	1852.227-14	Apr 2015			All Orders supporting a NASA contract
379	Rights in Data - Special Works	1852.227-17	Reserved			All Orders supporting a NASA contract
380	Commercial Computer Software-Restricted Rights	1852.227-19	Jul 1997			All Orders supporting a NASA contract
381	New Technology- Other than a small business firm or Nonprofit Organization	1852.227-70	Apr 2015			All Orders supporting a NASA contract
382	Requests for Waiver of Rights to Inventions	1852.227-71	Apr 2015			All Orders supporting a NASA contract
383	Designation of New Technology Representative and Patent Representative	1852.227-72	Apr 2015			All Orders supporting a NASA contract



	Clause	NASAFAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
384	Patent Rights Clauses	1852.227-84	Apr 2015			All Orders supporting a NASA contract
385	Invention Reporting and Rights - Foreign	1852.227-85	Apr 2015			All Orders supporting a NASA contract
386	Commercial Computer Software – License	1852.227-86	Apr 2015			All Orders supporting a NASA contract
387	Government Furnished Computer Software and Related Technical Data	1852.227-88	Apr 2015			All Orders supporting a NASA contract
388	Minimum Insurance Coverage	1852.228-75	Oct 1988			All Orders supporting a NASA contract
389	Cross-Waiver of Liability for International Space Station Activities	1852.228-76	Oct 2012			All Orders supporting a NASA contract
390	Cross-Waiver of Liability for Science or Space Exploration Activities unrelated to the International Space Station.	1852.228-78	Oct 2012			All Orders supporting a NASA contract
391	Determination of Compensation Reasonableness	1852.231-71	Apr 2015			All Orders supporting a NASA contract
392	Limitation of Funds (Fixed Price Contract)	1852.232-77	Mar 1989			All Orders supporting a NASA contract
393	Submission of Vouchers for Payment	1852.232-80	Apr 2018			All Orders supporting a NASA contract
394	Submission of Requests for Progress Payments	1852.232-82	Mar 1989			All Orders supporting a NASA contract
395	Protests to NASA	1852.233-70	Dec 2015			All Orders supporting a NASA contract
396	Notice of Earned Value Management System	1852.234-1	Nov 2006			All Orders supporting a NASA contract
397	Earned Value Management System	1852.234-2	Nov 2006			All Orders supporting a NASA contract
398	Center for Aerospace Information	1852.235-70	Dec 2006			All Orders supporting a NASA contract
399	Emergency Evacuation Procedures	1852.237-70	Dec 1988			All Orders supporting a NASA contract
400	Pension Portability	1852.237-71	Jan 1997			All Orders supporting a NASA contract
401	Access to Sensitive Information	1852.237-72	Jun 2005			Applies if this order requires access to sensitive information
402	Release of Sensitive Information	1852.237-73	Jun 2005			Applies if this order requires the Supplier to disclose sensitive information
403	Information Technology Systems Supply Chain Risk Assessment	1852.239-74	April 2016			All Orders supporting a NASA contract
404	Travel Outside the U.S.	1852.242-71	Dec 1988			All Orders supporting a NASA contract
405	Denied Access to NASA Facilities	1852.242-72	Oct 2015			Applicable if the work under this Order will be performed at NASA installation.
406	NASA Contractor Financial Management Reporting	1852.242-73	Nov 2004			All Orders supporting a NASA contract
407	Emergency Medical Service Evacuation	1852.242-78	April 2001			All Orders supporting a NASA contract
408	Shared Savings	1852.243-71	Reserved			All Orders supporting a NASA contract
409	Equitable Adjustments	1852.243-72	Apr 1998			All Orders supporting a NASA contract
410	Geographic Participation in the Aerospace Program	1852.244-70	Apr 1985			All Orders supporting a NASA contract
411	Contractor Requests for Government Furnished Property	1852.245-70	Aug 2015			All Orders supporting a NASA contract
412	Installation-Accountable Government Property	1852.245-71	Jun 2018			All Orders supporting a NASA contract
413	Liability for Government Property Furnished for Repair or Other Services	1852.245-72	Jan 2011			All Orders supporting a NASA contract

	Clause	NASAFAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
414	Financial Reporting of NASA Property in the Custody of Contractors	1852.245-73	Jan 2017			All Orders supporting a NASA contract (Reports shall be made directly to Buyer)
415	Identification and Marking of Government Equipment	1852.245-74	Jan 2011			All Orders supporting a NASA contract
416	Property Management Changes	1852.245-75	Jan 2011			All Orders supporting a NASA contract
417	List of Government Property Furnished Pursuant to FAR 52.245-1	1852.245-76	Jan 2011			All Orders supporting a NASA contract
418	List of Government Property Furnished Pursuant to FAR 52.245-2	1852.245-77	Jan 2011			All Orders supporting a NASA contract
419	Physical Inventory of Capital Personal Property	1852.245-78	Aug 2015			All Orders supporting a NASA contract
420	Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value	1852.245-79	Jan 2011			All Orders supporting a NASA contract
421	Government Property Management Information	1852.245-80	Jan 2011			All Orders supporting a NASA contract
422	List of Available Government Property	1852.245-81	Jan 2011			All Orders supporting a NASA contract
423	Mission Critical Space Systems Personnel Reliability Program	1852.246-70	Reserved			Applicable where SELLER employees will hold positions designated as critical in accordance with 14 CFR 1214.5
424	Human Space Flight Item	1852.246-73	Mar 1997			All Orders supporting a NASA contract
425	Contractor Counterfeit Electronic Part Detection and Avoidance	1852.246-74	Sept 2020			All Orders supporting a NASA contract
426	Protection of the Florida Manatee	1852.247-71	Jul 2018			All Orders supporting a NASA contract

	<b>Clause</b>	<b>JSC FAR Supp. Reference</b>	<b>JSC FAR Supp. Date</b>	<b>DFARS Reference</b>	<b>DFARS Date</b>	<b>APPLICABILITY</b>
427	JSC Super Flex Work Schedule	25.242-90	Aug 2020			All Orders supporting a JSC contract
428	NASA Security Program and Identification of Employees	252.204-92	Nov 1994			All Orders supporting a JSC contract
429	General Instructions for Preparations of Proposals	52.215-107	Jan 2017			All Orders supporting a JSC contract
430	Availability of Specifications	52.215-123	Dec 2019			All Orders supporting a JSC contract
431	Communications Regarding the Solicitation	52.215-124	Aug 2018			All Orders supporting a JSC contract
432	Offeror Acceptance Period	52.215-125	Aug 2018			All Orders supporting a JSC contract
433	IDIQ Minimum and Maximum Ordering Limits	52.216-90	Nov 2018			All Orders supporting a JSC contract
434	Small Business Subcontracting Goals	52.219-90	Oct 2006			All Orders supporting a JSC contract
435	Environmental and Energy Conservation Requirements and Hazardous Materials	52.223-94	Aug 2020			All Orders supporting a JSC contract

Revision History:

Date	Rev	Change
Dec 21, 2022	D	Revision added at request of Supply Chain Manager. The following clause numbers were added during this revision: NASA FAR supp. 1852.203-70, 1852.219-74 and 1852.243-71. DFARS 252.211-7000, 252.211-7003, 252.223-7001, 252.223-7999 and 252.239-7010. FARs 52.204-5, 52.204-7, 52.204-8, 52.204-14, 52.204-15, 52.204-16, 52.204-17, 52.204-18, 52.209-2, 52.209-7, 52.209-9, 52.210-1, 52.211-14, 52.215-6, 52.215-22, 52.219-16, 52.219-22, 52.219-28, 52.222-19, 52.222-29, 52.223-5, 52.223-99, 52.225-18, 52.225-20, 52.225-25, 52.227-23, 52.228-7, 52.232-11, 52.242-17, 52.243-652.444-2, 52.246-4, 52.246-24, 52.246-25, 52.246-26, 52.247-29, 52.247-34, 52.248-3, 52.252-1, 52.252-2
April 26, 2023	E	<p>Date of clause revision made to FARs and DFARS 52.202-1, 252.203-7001, 252.203-7002, 252.203-7004, 52.204-8, 52.204-14, 252.204-7004, 252.204-7009, 252.204-7012, 252.204-7014, 252.204-7015, 252.204-7018, 252.204-7020, 52.204-25, 252.211-7003, 52.212-5, 252.215-7010, 52.216-7, 52.219-4, 52.219-6, 52.219-8, 52.219-9, 52.219-28, 52.222-19, 52.222-29, 52.222-50, 52.222-56, 52.222-62, 252.222-7006, 252.222-7007, 252.223-7008, 52.225-1, 52.225-3, 52.225-5, 52.225-23, 252.225-7001, 252.225-7009, 252.225-7013, 252.225-7016, 252.225-7021, 252.225-7036, 252.225-7052, 252.226-7001, 252.227-7013, 252.227-7014, 252.227-7015, 252.227-7016, 252.227-7017, 252.227-7018, 252.227-7019, 252.227-7025, 252.227-7037, 252.228-7001, 52.232-40, 252.239-7010, 252.239-7017, 252.239-7018, 52.242-3, 252.243-7002, 52.244-6, 252.244-7000, 52.246-6, 252.246-7003, 252.246-7007, 252.246-7008, 252.247-7003, 252.247-7023, 252.247-7024, 252.249-7002, 1852.242-71, 1852.247-71</p> <p>Clause title wording revision made to FARs and DFARS 52.203-15, 52.203-18, 52.204-17, 52.204-18, 252.204-7017, 252.204-18, 52.209-9, 52.209-10, 252.209-7004, 52.212-5, 52.214-27, 52.214-28, 52.219-4, 52.219-6, 52.222-4, 52.222-34, 52.222-51, 52.222-53, 52.223-18, 252.223-7006, 252.223-7999, 52.225-152.225-3, 52.225-8, 52.225-21, 52.225-23, 252.225-7007, 252.225-7036, 252.225-7048, 252.225-7052, 252.226-7001, 52.227-23, 252.227-7013, 252.227-7014, 252.227-7015, 252.227-7018, 252.227-7023, 52.232-7, 52.232-8, 52.233-4, 52.244-6, 252.244-7000, 52.247-63, 1852.219-75, 1852.228-76</p> <p>Removed #258 since Cloud Computing Services was a duplicate of #261.</p> <p>Added Clauses: 52.208-8, 52.211-9024, 52.223-9, 52.223-12, 52.223-14, 52.223-16, 52.224-1, 52.227-17, 52.227-18, 52.227-21, 52.229-8, 52.232-29, 52.232-30, 52.236-22, 52.247-68, 1852.239-74 and 1852.242-78.</p>

September 25, 2023	F	<p>Added section 8 on DPAS flow down requirements.</p> <p>Added JSC Clauses: 25.242-90, 52.204-92, 52.215-107, 52.215-123, 52.215-124, 52.215-125, 52.216-90, 52.219-90, 52.223-94.</p> <p>Added NASA FARS: 1852.219-77, 1852.219-79, 1852.225-71, 1852.227-88, 1852.232-77, 1852.232-80, 1852.233-70, 1852.237-70, 1852.245-78, 1852.245-81, 1852.246-74.</p> <p>Added DFARS: 225.872-1, 252.232-712, 252.237-7023, 252.225-7047, 252.225-7027, 252.225-7032, 252.209-7010, 252..225-7056, 252.225-7058, 252.225-7060, 252.215-7008</p> <p>Added FARs: 52.232-16, 52.232-32, 52.222-22, 52.222-25, 52.209-5</p>
November 19, 2023	G	Added FAR: 52.204-27
December 7, 2023	H	Added NFS 1852.223-70 and 1852.225-71.