

**ATTACHMENT 1**  
**NON – COMMERCIAL (FAR PART 15) ITEMS**

The following Federal Acquisition Regulation (“FAR”) and Defense Federal Acquisition Regulation Supplement (“DFARS”) clauses incorporated by reference shall be the most recent clause in effect during subcontract performance and are incorporated by reference herein with the same force and effect as if they are given in full text as modified by any notes following the clause citation below. The FAR and Supplements thereto are obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Portions of the FAR are also accessible at <http://www.acquisition.gov/far>.

Any reference in the following clauses to the “Disputes” clause shall mean the Article entitled “Dispute Under A Government Prime Contract” of the Order to which these Terms and Conditions are attached.

Seller shall insert the following provisions in selected lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise as appropriate.

Wherever used, the terms “Contract” and “Contractor” shall mean this Order (or subcontract, P.O., or agreement) and Seller (including Seller as Bidder or Offeror), respectively. The terms “Government,” “Contracting Officer,” and equivalent phrases shall mean Buyer except where further clarified or modified and except that in clauses identified by \* shall have their original meaning as written in the FAR. “Subcontractor,” however, shall mean “Seller’s Subcontractor.”

<b><u>FAR Reference</u></b>	<b><u>FAR Clause Title And Modifications Thereof</u></b>
<b>52.203-3</b>	<b>Gratuities*</b> (The term “agency head” means Buyer). (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
<b>52.203-5</b>	<b>Covenant Against Contingent Fees</b> (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales to the Government.</b> (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
<b>52.203-7</b>	<b>Anti-Kickback Procedures</b> (Applicable if this Order \$150,000, except that paragraph (c)(1) of FAR 52.203-7 is not included in this Order. Paragraph (c)(4) is revised by deleting “The Contracting Officer may” and inserting “To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Buyer to withhold any sum from the Seller, Buyer may ....”
<b>52.203-8</b>	<b>Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity</b> (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
<b>52.203-10</b>	<b>Price or Fee Adjustment for Illegal or Improper Activity</b> (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
<b>52.203-12</b>	<b>Limitation on Payments to Influence Certain Federal Transactions*</b> (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

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- 52.203-13 Contractor Code of Business Ethics and Conduct\*** (Applicable if this Order exceeds \$6,000,000 and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
  
- 52.203-14 Display of Hotline Poster(s)** (Applicable if this Order exceeds \$5,500,000, unless performed entirely outside of U.S.). Paragraph (b)(3) includes the following: DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Arlington, VA 22202-4704.
  
- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009\*** (Applicable if contracts funded in whole or in part with Recovery Act funds.)
  
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)**
  
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements**
  
- 52.204-2 Security Requirements\*** (Excluding any reference to the Changes clause in the prime contract) (Applicable if this order involves access to classified information).
  
- 52.204-9 Personal Identity Verification of Contractor Personnel** (Applicable to all subcontractor employees if this order requires routine physical access to a federally controlled facility and/or routine access to a federally controlled information system.)
  
- 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards** (Applicable if this Order has a value of \$30000 or more.)
  
- 52.204-13 System for Award Management Maintenance**
  
- 52.204-19 Incorporation by Reference of Representations and Certifications**
  
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems**
  
- 52.204-23 Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities**
  
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**
  
- 52.204-27 Prohibition on a ByteDance Covered Application** (Applicable to all orders. Subcontracts at all tiers)
  
- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment** (Applicable if this Order exceeds \$35,000.)

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- 52.211-5**      **Material Requirements**
- 52.211-15**    **Defense Priority and Allocation Requirements** If this Order is a “rated order” as indicated by a DPAS rating elsewhere in this Order, Seller will follow all the provisions of the Defense Priorities and Allocation System Regulations (15 CFR 700).
- 52.215-2**      **Audit and Records — Negotiation\*** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.215-10**    **Price Reduction for Defective Cost or Pricing Data** (Applicable to Orders for which it is contemplated cost or pricing data will be required.)  
  
In paragraph (c) the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.
- 52.215-11**    **Price Reduction and Defective Cost of Pricing Data — Modifications** (Applicable to Orders for which it is contemplated cost or pricing data will be required for modifications and the Order includes FAR 52.215-10.)  
  
In paragraph (d), the term “Contracting Officer” does not change. Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in the FAR.
- 52.215-12**    **Subcontractor Certified Cost or Pricing Data** (Applicable if the Order, when entered into, includes FAR 52.215-10.)
- 52.215-13**    **Subcontractor Certified Cost or Pricing Data — Modifications** (Applicable if the Order, when entered into, includes FAR 52.215-11.)
- 52.215-14**    **Integrity of Unit Prices** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.215-15**    **Pension Adjustments and Asset Reversions** (Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.)
- 52.215-18**    **Reversion or Adjustment of Plans for Postretirement Benefit** (Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.)
- 52.215-19**    **Notification of Ownership Change** (Applicable in solicitations and purchase orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR Part 31.)
- 52.215-21**    **Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications** (Applicable to Orders if it is

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reasonably certain that cost or pricing data or data other than certified cost or pricing data will be required for modifications.)

- 52.215-23**      **Limitations on Pass-Through Charges** (Applicable to cost-reimbursement subcontracts exceeding \$150,000 and cost-reimbursement or fixed-price subcontracts exceeding the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4 under Department of Defense prime contracts)
- 52.216-7**      **Allowable Cost and Payment** (Applicable in Orders when a cost-reimbursement contract or a time-and-materials contract is contemplated.)
- 52.219-8**      **Utilization of Small Business Concerns** (Applicable if this Order offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.
- 52.219-9**      **Small Business Subcontracting Plan & Alt II** (Applicable only if this Order exceeds \$700,000, and Seller is not a Small Business Concern.) FAR 52.219-9, Small Business Subcontracting Plan (DEVIATION 2013-O0014) applies and remains in effect until incorporated into FAR, 2014, or otherwise rescinded.
- 52.219-16**     **Liquidated Damages — Subcontracting Plan**
- 52.222-1**      **Notice to the Government of Labor Disputes**
- 52.222-4**      **Contract Work Hours and Safety Standards Act — Overtime Compensation** (Applicable if this Order exceeds \$150,000 and requires employment of laborers or mechanics. In addition, Buyer may withhold or recover from the Seller any sums the Contracting Officer withholds or recovers from Buyer because of a violation of a provision of this clause by the Seller or Seller’s subcontractor.)
- 52.222-17**     **Nondisplacement of Qualified Workers** (Applicable if subcontract exceeds the simplified acquisition threshold.)
- 52.222-19**     **Child Labor- Cooperation with Authorities and Remedies**
- 52.222-20**     **Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000**
- 52.222-21**     **Prohibition of Segregated Facilities**
- 52.222-26**     **Equal Opportunity** (Subparagraphs (b)(1) through (11) of FAR 52.222-26 only are included in this Order.)
- 52.222-29**     **Notification of Visa Denial** (Applicable if the contractor is required to perform in or on behalf of a foreign country.)
- 52.222-35**     **Equal Opportunity for Veterans** (Applicable if the Order is personal property or nonpersonal services of \$150,000 or more except as waived by the Secretary of Labor.)

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- 52.222-36**      **Equal Opportunity for Workers with Disabilities** (Applicable if this Order is expected to exceed \$15,000 unless performance and recruitment of workers will occur outside of the United States.)
  
- 52.222-37**      **Employment Reports on Veterans** (Applicable if the clause at 52.222-35 is applicable.)
  
- 52.222-40**      **Notification of Employee Rights Under the National Labor Relations Act** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101, unless performed entirely outside of U.S.)
  
- 52.222-41**      **Service Contract Labor Standards**
  
- 52.222-50**      **Combating Trafficking in Persons**
  
- 52.222-54**      **Employment Eligibility Verification** (Applicable unless work to be performed entirely outside of U.S., or if period of performance is less than 120 days.)
  
- 52.222-55**      **Minimum Wages Under Executive Order 13658** (Applicable for any orders that are 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.)
  
- 52.223-11**      **Ozone Depleting Substances and High Global Warming Potential Hydroflourocarbons**
  
- 52.223-18**      **Encouraging Contractor Policies to Ban Text Messaging While Driving**
  
- 52.225-1**      **Buy American Act – Supplies** (Applies if the Goods contain other than domestic components.)
  
- 52.225-2**      **Buy American Act Certificate** (Applies if the Goods contain other than domestic components.)
  
- 52.225-3**      **Buy American Act –Free Trade Agreements – Israeli Trade Act** (Applies if the Goods contain other than domestic components.)
  
- 52.225-5**      **Trade Agreements** (Applies if the Goods contain other than U.S. made or designated country end products as specified in the clause.)
  
- 52.225-6**      **Trade Agreements Certificate** (Applies if the Goods contain other than U.S. made or designated country end products as specified in the clause.)
  
- 52.225-8**      **Duty Free Entry** (Applicable to subcontracts involving the importation of duty-free items, or other foreign supplies in excess of \$15,000)
  
- 52.225-13**      **Restrictions on Certain Foreign Purchases**
  
- 52.227-1**      **Authorization and Consent** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)

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Apply Alternate I in all research and development Orders, unless both complete performance and delivery are outside the U.S., its possessions, and Puerto Rico.

- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.227-3 Patent Indemnity**
- 52.227-9 Refund of Royalties** (Applicable if the amount of royalties reported during negotiation of the subcontract exceeds \$250.)
- In incentive fee Orders, change “price” to “target cost and target profit.”
- 52.227-10 Filing of Patent Applications--Classified Subject Matter** (Applicable to subcontracts that cover or are likely to cover classified subject matter)
- 52.227-11 Patent Rights--Ownership by the Contractor** (Applicable to subcontracts for experimental, developmental, or research work by small business firms or nonprofit organizations. Includes paragraph (k).)
- 52.227-13 Patent Rights--Ownership by the Government** (Applicable to subcontracts for experimental, developmental or research work. References to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.)
- 52.227-14 Rights in Data – General**
- The term “Government” does not change in sections (b); (c)(1), lines 12, 16, 19, 20 and 24; and (c)(2).
- Alternates will be used as required by the Prime Contract.
- 52.227-15 Representation of Limited Rights Data and Restricted Computer Software**
- 52.227-17 Rights in Data -- Special Works** The term “Government” does not change except in section (e).
- 52.227-18 Rights in Data -- Existing Works\***
- 52.227-19 Commercial Computer Software License\***
- 52.227-22 Major System -- Minimum Rights** The term “Government” in the first and second to last lines does not change.
- 52.227-23 Rights to Proposal Data (Technical)\***

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- 52.228-5 Insurance — Work on a Government Installation** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101, and requires work on a Government installation.)
- 52.229-3 Federal, State and Local Taxes** (Applicable if this order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.229-4 Federal, State and Local Taxes (State and Local Adjustments)**
- 52.229-6 Taxes -- Foreign Fixed-Price Contracts** (Applicable if this Order is expected to exceed the simplified acquisition threshold in FAR 2.101 and the Order is to be performed wholly or partly in a foreign country.)
- 52.236-13 Accident Prevention** (Includes paragraph (e).)
- 52.232-17 Interest** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.232-40 Providing Accelerated Payment to Small Business Subcontractors** (Applicable if this Order is placed with Small Business Concerns.)
- 52.233-3 Protest After Award** Under Paragraph (f) of this clause, the Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation or miscertification of the Seller which results in a bid protest being sustained.
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III**
- 52.243-1 Changes -- Fixed Price**
- Apply Alternate I if the Order is for services, other than architect-engineer or other professional services, and no supplies are to be furnished. Apply Alternate II if the Order is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished. Apply Alternate III if the Order is for architect-engineer or other professional services.
- 52.243-2 Changes -- Cost-Reimbursement**
- Apply Alternate I if the Order is for services and no supplies are to be furnished. Apply Alternate II if the Order is for services and supplies are to be furnished. Apply Alternate III if the Order is for construction. Apply Alternate V if the Order is for research and development.
- 52.244-6 Subcontracts for Commercial Items**

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- 52.245-1**      **Government Property** (Applicable to all subcontracts that involve government-furnished property) (The following modifications to the clause are applicable. "Contracting Officer" means "AM General" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes AM General. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "AM General" and except in paragraphs (d)(2) and (g) where the term includes AM General." The following is added as paragraph (n) "Seller shall provide to AM General immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")
- 52.245-9**      **Use and Charges**
- 52.246-2**      **Inspection of Supplies-Fixed Price** (Applicable if this order exceeds the simplified acquisition threshold in FAR 2.101.)
- 52.247-1**      **Commercial Bill of Lading Notations**  
The term "Government" does not change in paragraphs (a) and (b).
- 52.247-63**     **Preference for U.S. Flag Carriers** (Applicable if this order may involve international air transportation.)
- 52.248-1**      **Value Engineering** (Applicable if this order exceeds \$150,000.)
- 52.249-2**      **Termination for Convenience of the Government — Fixed-Price.**  
Paragraph (c): Change 120 days to 60 days.  
Paragraph (d): Plant clearance procedure is omitted.  
Paragraph (e): The time for submission of the final termination settlement proposal is changed from "1 year" to "6 months" from the effective date of termination.  
Paragraph (l): The time for submission of a proposal for an equitable adjustment after a partial termination is changed from "90 days" to "45 days" from the effective date of termination.

**Cost Accounting Standards (Applicable Unless Otherwise Exempt)**

- 52.230-2**      **Cost Accounting Standards**
- 52.230-3**      **Disclosure and Consistency of Cost Accounting Practices** (Applicable to negotiated contracts)
- 52.230-6**      **Administration of Cost Accounting Standards** (Applicable if order exceeds \$750,000 and offeror certifies it is eligible to use modified CAS coverage.)

Seller shall communicate and otherwise deal directly with the PCO to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with



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copies of all communications between Seller and the PCO respecting Cost Accounting Standards, **FAR 52.230-2**, and Administration Of Cost Accounting Standards, **FAR 52.230-6**, provided that Seller shall not be required to disclose to Buyer such communications containing information that is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as a result of a failure of Seller or its lower-tier subcontractors to comply with the requirements of the Cost Accounting Standards or of FAR 52.230-2, 52.230-3, or 52.230-6. Paragraph (b) is deleted from each of the foregoing clauses.

<b><u>DFARS Reference</u></b>	<b><u>DFARS Clause Title And Modifications Thereof</u></b>
<b>252.203-7001</b>	<b>Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies*</b> (Applicable to first tier subcontractors only if this Order exceeds the simplified acquisition threshold in FAR Part 2.101. "Government" is not changed in this clause.)
<b>252.203-7002</b>	<b>Requirement to Inform Employees of Whistleblower Rights</b>
<b>252.203-7003</b>	<b>Agency Office of the Inspector General</b>
<b>252.203-7004</b>	<b>Display of Hotline Posters (Applies in lieu of FAR 52.203-14.)</b> (Applicable if this Order exceeds \$5,500,000, unless performed entirely outside of U.S.). Paragraph (b)(3) includes the following: DoD Inspector General, Investigative Policy and Oversight Contractor Disclosure Program, 4800 Mark Center Drive, Suite 11H25, Arlington, VA 22350-1500; Toll Free Telephone: 866-429-8011.
<b>252.204-7000</b>	<b>Disclosure of Information (Includes paragraph (c).)</b>
<b>252.204-7009</b>	<b>Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information</b>
<b>252.204-7012</b>	<b>Safeguarding of Covered Defense Information and Cyber Incident Reporting</b>
<b>252.204-7015</b>	<b>Notice of Authorized Disclosure of Information for Litigation Support</b>
<b>252.204-7018</b>	<b>Prohibition on the Acquisition of Covered Defense</b>

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**Telecommunications Equipment or Services**

- 252.204-7019 **Notice of NIST SP 800-171 DoD Assessment Requirements**
- 252.204-7020 **NIST SP 800-171 DoD Assessment Requirements**
- 252.208-7000 **Intent to Furnish Precious Metals as Government-Furnished Material (Includes paragraph (d).)**
- 252.215-7000 **Pricing Adjustments**
- 252.219-7003 **Small Business Subcontracting Plan (DOD Contracts)** (Applicable to Orders for DOD contracts over \$700,000)
- 252.222-7006 **Restrictions on the Use of Mandatory Arbitration Agreements** (Applicable if this Order exceeds \$1.0 million)
- 252.223-7006 **PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS—BASIC** (Applicable in all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any tier).
- 252.223-7008 **Prohibition of Hexavalent Chromium**
- 252.225-7001 **Buy American Act and the Balance of Payments Program** (Applicable if the goods furnished under this Order contain other than domestic components. Applies in lieu of FAR 52.225-1 for DoD programs.)
- 252.225-7003 **Report of Intended Performance Outside the United States and Canada -- Submission with Offer**
- 252.225-7007 **Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies** (Applicable if this Order is for items that are ITAR-regulated defense articles.)
- 252.225-7008 **Restrictions on Acquisition of Specialty Metals**
- 252.225-7009 **Restrictions on Acquisition of Certain Articles Containing Specialty Metals** (Includes paragraphs (a) through (c) and excludes and reserves paragraphs (d) and (e)(1)).
- 252.225-7012 **Preference for Certain Domestic Commodities** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 252.225-7013 **Duty-Free Entry**  
Paragraph (e) is modified to read “The 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.”
- 252.225-7015 **Restrictions on Acquisitions of Hand or Measuring Tools** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101.)
- 252.225-7016 **Restriction on Acquisition of Ball and Roller Bearings**
- 252.225-7021 **Trade Agreements** (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of

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 FAR 52.225-5 for DoD programs.)

- 252.225-7025**     **Restriction on Acquisition of Forgings** (Applicable to subcontracts for forging items or other items that contain forging items)
- 252.225-7028**     **Exclusionary Policies and Practices of Foreign Governments**
- 252.225-7033**     **Waiver of United Kingdom Levies** (Applicable if this Order is placed with a U.K. firm and exceeds \$1 million. Includes paragraph (d).)
- 252.225-7040**     **Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States**
- 252.225-7043**     **Antiterrorism/Force Protection for Defense Contractors Outside the United States**
- 252.225-7048**     **Export Controlled Items** (Paragraph (e) is included.)
- 252.225-7052**     **Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten** (Applicable if this Order exceeds the simplified acquisition threshold in FAR 2.101 and exceptions found in DFARS 225.7018-3 and 225.7018-3 do not apply)
- 252.226-7001**     **Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns** (Applicable if this Order exceeds \$500,000.)
- 252.227-7013**     **Rights in Technical Data – Noncommercial Items**  
 “[T]o the Contractor” is deleted from (b)(1)(vi) and “contract or” and “thereunder” is 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” are made.
- 252.227-7014**     **Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation**  
 “[T]o the Contractor” is deleted from (b)(1)(iii) and “contract or” and “thereunder” is 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” are made.
- 252.227-7015**     **Technical Data – Commercial Items**
- 252.227-7016**     **Rights in Bid or Proposal Information\***
- 252.227-7019**     **Validation of Asserted Restrictions — Computer Software** “Buyer’s Purchasing Representative” is substituted for “Contracting Officer” in paragraph (b), otherwise no substitutions are made for “Contracting Officer”

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or “Government.” In paragraphs (f)(5) and (f)(6) “the prime contract” is substituted for “this contract.”

- 252.227-7027**      **Deferred Ordering of Technical Data or Computer Software**
- 252.227-7030**      **Technical Data — Withholding of Payment**
- “Buyer” is substituted for “Contracting Officer” in paragraph (a). In paragraph (b), “or Buyer” is added after “Government.”
- 252.227-7037**      **Validation of Restrictive Markings on Technical Data**
- In paragraph (b), “Contractor’s” remains in the clause with a lower case “c.” In paragraphs (c) and (d)(l), “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.
- 252.227-7038**      **Patent Rights- Ownership by the Contractor (Large Business)**  
(Applicable to subcontracts for experimental, developmental or research work if the contractor is other than a small business concern or nonprofit organization.)
- 252.231-7000**      **Supplemental Cost Principles**
- 252.234-7004**      **Cost and Software Data Reporting System** Applicable for any subcontract (at any tier) that exceeds \$50 million.
- 252.235-7003**      **Frequency Authorization** (Applicable to subcontracts for the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required)
- 252.236-7013**      **Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers** (Applicable to subcontracts that involve the acquisition of steel as a construction material)
- 252.237.7010**      **Prohibition on Interrogation of Detainees by Contractor Personnel**  
(Applicable if subcontractor personnel may be required to interact with detainees in the course of their duties.
- 252.239-7016**      **Telecommunications Security Equipment, Devices, Techniques, and Services** (Applicable to subcontracts which require securing telecommunications)
- 252.239-7018**      **Supply Chain Risk** (Applicable to subcontracts for the development and delivery of any information technology, whether acquired as a service or as a supply. Includes paragraph (3).)
- 252.243-7001**      **Pricing of Contract Modifications**
- 252.244-7000**      **Subcontracts for Commercial Items**

ATTACHMENT 1  
NON – COMMERCIAL (FAR PART 15) ITEMS

- 252.246-7001**     **Warranty of Data-- Basic**
- 252.246-7003**     **Notification of Potential Safety Issues** (Applicable to subcontracts for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; and repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)
- Subcontractor must notify Buyer, the Administrative Contracting Officer, and the Procuring Contracting Officer of non-conformances or deficiencies within the scope of paragraph (b)
- 52.246-7008**     **Sources of Electronic Parts** (Applicable if this Order is for electronic parts or assemblies containing electronic parts unless the subcontractor is the original manufacturer. Includes paragraph (e).)
- 252.246-7007**     **Contractor Counterfeit Electronic Part Detection and Avoidance System\*** (Applicable if this order is for the supply of electronic parts; end items, components, parts or assemblies containing electronic parts; or services where the supplier will supply electronic parts as part of the service. Paragraphs (a) through (e) apply. Paragraph (b) is rewritten to exclude “disapproval of the purchasing system by the Contracting Officer and/or”. Paragraph (d) is rewritten as follows: Government review and evaluation of the Prime Contractor’s policies and procedures will be accomplished as part of the evaluation of the Prime Contractor’s purchasing system in accordance with DFARS 252.244-7001, Contractor Purchasing System Administration- Basic, or Contractor’s Purchasing System Administration- Alternate 1. The supplier for any order to which this clause applies is required to provide support and documentation during the conduct of any such Prime Contract evaluation.
- 252.247-7023**     **Transportation of Supplies by Sea-- Basic**
- 252.247-7024**     **Notification of Transportation of Supplies by Sea**
- 252.249-7002**     **Notification of Anticipated Contract Termination or Reduction**