

Applicable Threshold (S.A.T. = Simplified Acquisition Threshold in FAR Part 2.101)			
DFARS/FARS #		DFARS/FAR Clause Title	Revision
252.203-7000	All	Requirements Relating to Compensation of Former DoD Officials	11-Sep
252.203-7001	> S.A.T. except those for commercial items or components	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies Applies less paragraph (g) if this order exceeds the S.A.T., except those for commercial items or components.)	08-Dec
252.203-7002	All	Requirement to Inform Employees of Whistleblower Rights	13-Sep
252.203-7003	All	Agency Office of the Inspector General	12-Dec
252.203-7004	All	Display of Fraud Hotline Posters	12-Dec
252.204-7000	All	Disclosure of Information	13-Aug
252.204-7003	All	Control of Government Personnel Work Product	92-Apr
252.204-7005	All	Oral Attestation of Security Responsibilities	01-Nov
252.204-7008	All	Export-Controlled Items	10-Apr
252.204-7009	All	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	15-Dec
252.204-7010	All	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol	09-Jan
252.204-7012	All	Safeguarding Covered Defense Information and Cyber Incident Reporting When this clause applies, Subcontractors are required to rapidly report cyber incidents in accordance with the requirements of this clause. Further flow down is required.	15-Dec
252.204-7015	All	Disclosure of Information to Litigation Support Contractors	14-Feb
252.209-7004	All	Subcontracting with Firms Owned or Controlled by the Government of a Terrorist Country	15-Oct
252.211-7000	>\$1.5 Million	Acquisition Streamlining	10-Oct
252.211-7003	All	Item Unique Identification and Valuation	13-Dec
252.211-7005	All	Substitutions for Military or Federal Specifications and Standards	05-Nov
252.211-7007	All	Item Unique Identification of Government Property	12-Aug
252.211-7008	All	Use of Government-Assigned Serial Numbers	10-Sep
252.215-7000	All in which any of the clauses at FAR 52.215-11 52.215-12; or 52.215-13 are invoked and apply. (See Notes 2 & 4)	Pricing Adjustments	12-Dec
252.215-7002	All (with exceptions)	Cost Estimating System Requirements	12-Dec
252.215-7004	All (with exceptions)	Excessive Pass-Through Charges	08-May
252.219-7003	Applies whenever FAR 52.219-9 applies.	Small Business Subcontracting Plan (DoD Contracts)	16-Mar

252.222-7006	>\$1 million	Restriction on the Use of Mandatory Arbitration Agreements Applies if this subcontract exceeds \$1 million. SELLER agrees not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in the clause, with respect to any employee or independent contractor performing work related to this subcontract.	10-Dec
252.223-7001	All	Prohibition of Hexavalent Chromium	13-Jun
252.223-7008	All	Prohibition of Hexavalent Chromium	13-Jun
252.225-7001	>\$650,000	Quarterly Reporting of Actual Contract Performance Outside the United States	12-Dec
252.225-7002	All	Buy America Act and Balance of Payments Program	12-Dec
252.225-7004	>\$700,000	Report of Intended Performance Outside the United States and Canada – Submission After Award In order to facilitate Buyer’s reporting requirements under this clause, Seller agrees to promptly notify the EB Buyer in writing if any part of this subcontract to the Seller will be performed outside the United States and Canada that – (1) exceeds USD \$700,000 in value; and (2) could be performed inside the United States or Canada.	15-Oct
252.225-7006	>\$650,000	Quarterly Reporting of Actual Contract Performance Outside the United State	10-Oct
252.225-7007	All	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	06-Sep
252.225-7008	All	Restriction on Acquisition of Specialty Metals	13-Mar
252.225-7009	All containing specialty metals	Restriction on Acquisition of Certain Articles Containing Specialty Metals	13-Jun
252.225-7012	All	Preference for Certain Domestic Commodities	13-Feb
252.225-7013	All	Duty-Free Entry - Basic (When a shipment is eligible for duty-free entry under this clause, SELLER is to request in writing duty-free entry eligibility via BUYER and to request that BUYER provide the information required by the clause to allow SELLER to comply. BUYER will, upon approval to disclose, provide SELLER with the information required. Special marking, labeling, and packaging apply. Further flow down may be required. In addition, when this clause applies, SELLER is to include the BUYER's prime contract number on all shipping documents submitted to U.S. Customs for which duty-free entry is being claimed pursuant to this clause.)	13-Oct
252.225-7015	All	Restriction on Acquisition of Hand or Measuring Tools	05-Jun
252.225-7016	All	Restriction on Acquisition of Ball and Roller Bearings (Applies at every tier unless items acquired are: (1) Commercial items; or (2) Items that do not contain ball or roller bearings.)	11-Jun
252.225-7019	All	Restriction on Acquisition of Anchor and Mooring Chain (Applies at every tier for items acquired containing welded shipboard anchor and mooring chain, four inches or less in diameter)	09-Dec

252.225-7025	All	Restriction of Acquisition of Forgings (Applies if this subcontract is for forging items or for other items that contain forging items.)	09-Dec
252.225-7031	All	Secondary Arab Boycott of Israel	05-Jun
252.225-7033	Any UK purchase >\$1 million	Waiver of United Kingdom Levies	03-Apr
252.225-7036	All	Buy American – Free Trade Agreements – Balance of Payments Program	12-Jun
252.225-7038	All	Restriction on Acquisition of Air Circuit Breakers	05-Jun
252.225-7043	Applies when work or travel outside the U.S. is required.	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	15-Jun
252.225-7048	All	Export-Controlled Items	13-Jun
252.226-7001	> \$500K	Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts	04-Sep
252.227-7013 Alt II	All	Rights in Technical Data – Noncommercial Items	11-Mar
252.227-7014	All	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	14-Feb
252.227-7015 Alt I	All	Technical Data – Commercial Items	14-Feb/11-Dec
252.227-7016	All	Rights in Bid or Proposal Information (“BUYER to include its parent, subsidiaries, and affiliates” is substituted for “Government.”)	11-Jan
252.227-7019	All contracts furnishing computer software	Validation of Asserted Restrictions – Computer Software	11-Sep
252.227-7025	All	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	13-May
252.227-7026	All	Deferred Delivery of Technical Data or Computer Software (Substitute “BUYER and Government” for “Government” and “SELLER” for “Contractor”.)	88-Apr
252.227-7027	All	Deferred Ordering of Technical Data or Computer Software	88-Apr
252.227-7030	All	Technical Data - Withholding of Payment	00-Mar
252.227-7037	All	Validation of Restrictive Markings on Technical Data (Applies in this subcontract and in all contracts, purchase orders, and other similar instruments with subcontractors or suppliers at any tier requiring the delivery of technical data.)	13-Jun
252.227-7038	All subcontracts for E, D, or R to other than small businesses or nonprofits.	Patent Rights – Ownership by the Contractor (Large Business) (Applies to all subcontracts for Experimental, Developmental, or Research (EDR) work <u>to other than</u> small businesses or nonprofits unless a different patent rights clause is required by FAR 27.303. FAR 52.227-11 applies in lieu of this DFARS clause in all subcontracts for E, D, or R to be performed by a small business concern or a nonprofit organization. All references to “Government” shall remain and the subcontractor (SELLER) shall have all the rights and obligations provided to the Contractor in the clause.	12-Jun
252.227-7039	Applies when FAR 52.227-11 applies	Patents – Reporting of Subject Inventions	90-Apr

252.229-7006	All	Value Added Tax Exclusion (United Kingdom) Applicable only to Purchase Orders procuring supplies or services, in whole or in part, in the United Kingdom. Contact EB BUYER for specific applicability to this Purchase Order.	11-Dec
252.231-7000	All	Supplemental Cost Principles	91-Dec
252.234-7002	>\$50M as identified in clause	Earned Value Management System (Only applies to subcontract awards, if any, to Huntington Ingalls Incorporated valued at \$50 Million or more)	11-May
252.234-7004	>\$50M	Cost and Software Data Reporting System-Basic	1-Nov
252.235-7003	All subcontracts involving a device for which a radio frequency authorization is required	Frequency Authorization	14-Mar
252.239-7018	All subcontracts involving development or delivery of any information technology	Supply Chain Risk	13-Nov
252.243-7001	All	Pricing of Contract Modifications	91-Dec
252.243-7002	REAs > the S.A.T.	Requests for Equitable Adjustments (REA) (Modified as necessary to reflect the relationship of the parties.)	12-Dec
252.244-7000	All	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (When this clause applies to a subcontract, flow down of additional clauses will be required.)	13-Jun
252.244-7001	All	Contractor Purchasing System Administration	14-May
252.245-7001	All	Tagging, labeling and marking of government furnished property	12-Apr
252.245-7002	All	Reporting Loss of Government Property	17-Dec
252.245-7003	All	Contractor Property System Administration	12-Apr
252.245-7004	All	Reporting, Reutilization, and Disposal	17-Dec
252.246-7001	All	Warranty of Data – Basic (ALT I (Mar-14) also applies if this purchase order is fixed-price incentive type.)	14-Mar
252.246-7003	All (except Commercial Items)	Notification of Potential Safety Issues	13-Jun
252.246-7007	All	Contractor Counterfeit Electronic Part Detection and Avoidance System (Refer also to the clause in EB-2NC entitled “Counterfeit Parts/Counterfeit Work Prohibition , Additional Requirements to DFARS 252.246-7007, Counterfeit Electronic Part Detection and Avoidance System (May 2014)” which supplements this clause.)	14-May
252.246-7008	All	Sources of Electronic Parts	18-May
252.247-7023	All	Transportation of Supplies by Sea (Paragraphs (f) and (g) do not apply to orders at or below the S.A.T.)	14-Apr
252.247-7024	All	Notification of Transportation of Supplies by Sea (Refer to the clause for clause applicability.)	00-Mar
252.249-7002	≥\$650K	Notification of Anticipated Contract Termination or Reduction	10-Oct
252.251-7000	All	Ordering From Government Supply Sources	12-Aug

52.203-10	All	Price or Fee Adjustment for Illegal or Improper Activity (Modified) (This clause applies with the following additional changes of parties: Replace the word "Government" with "Government and/or EB" wherever it appears and replace "prime contractor's price or fee" in paragraph (c) with "Seller's price or fee.")	97-Jan
52.203-11	>\$150,000	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	07-Sep
52.203-12	> \$150K	Limitation on Payments to Influence Certain Federal Transactions (This clause applies if this order exceeds \$150,000.)SELLER agrees:(1) to submit a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, and (2) if required, to make all required disclosures accordingly to BUYER's Contracting Officer via BUYER. SELLER's and lower-tier subcontractor's disclosure forms shall be forwarded from tier to tier until received by EB for forwarding to the Contracting Officer. SELLER agrees to include the substance of this clause in any subcontract exceeding \$150,000.	10-Oct
52.203-13	>\$5.5 million & >120 days	Contractor Code of Business Ethics and Conduct	15-Oct
52.203-14	All	Display of Hotline Poster(s) (Applies if this subcontract exceeds \$5 million, except when the subcontract – (1) Is for the acquisition of a commercial item; or (2) Is performed entirely outside the United States.)	07-Dec
52.203-15	All	Whistleblower Protections Under the Recovery and Reinvestment Act of 2009	10-Jun
52.203-17	All	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	13-Sep
52.203-3	All	Gratuities	84-Apr
52.203-5	All	Covenant Against Contingent Fees	84-Apr
52.203-6	> the S.A.T.	Restrictions on Subcontractor Sales to the Government (Applies if this order exceeds the simplified acquisition threshold. Note: Further flow down is required.)	06-Sep
52.203-7	> \$150K	Anti-Kickback Procedures (Modified) (Applies, less paragraph (c)(1), if this order exceeds \$150,000, suitably modified to reflect the relationship of the Parties. Further flow down is required. SELLER agrees to indemnify and hold BUYER harmless to the full extent of any loss, damage, or expense (including reasonable attorney's fees), including but not limited to, any amount withheld from the BUYER's prime contract resulting from a violation or alleged violation of this clause or any law or regulation by SELLER or its subcontractors at any tier.)	10-Oct
52.203-8	All	Cancellation, Rescission and Recovery of Funds For Illegal or Improper Activity	14-May
52.204-10	All	Reporting Executive Compensation and First-Tier Subcontract Awards	13-Jul
52.204-12	All	Data Universal Numbering System Number Maintenance.	12-Dec
52.204-13	All	System for Award Management Maintenance.	13-Jul

52.204-2	All	Security Requirements (Modified) (Applies to this order and to all lower-tier subcontracts that involve access to classified information. All references to the "Changes" clause are excluded. "Government" in paragraph (c) does not change to "BUYER".)	96-Aug
52.204-9	All	Personal Identity Verification of Contractor Personnel	11-Jan
52.209-6	All	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Modified) (Delete "in excess of \$30,000" in para. (a), and replace it with "of any amount" and add to the end of the sentence "without requesting and obtaining prior written approval of the BUYER and, when required, the Government via the BUYER". Revise paragraph (b) in its entirety to read as follows: "The SELLER shall disclose to the BUYER, in writing, whether as of the time of award of this subcontract, the SELLER, or any of its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government." In paragraph (c), add the following wording at the beginning of the first sentence: "If the SELLER intends to request the BUYER's approval to subcontract with a subcontractor that is debarred, suspended, or proposed for debarment, ..." and replace "Contracting Officer" with "BUYER". All exceptions to this clause as modified require prior EB and Government approval.) (Refer also to the clauses in these terms and conditions entitled, "Representations and Certifications" and "Subcontracting and Subcontracting Restrictions".)	13-Aug
52.211-15	All	Defense Priority and Allocation Requirements (Unless otherwise specified, the DPAS priority rating applicable for each item is identified at the P.O. line item level.)	08-Apr
52.211-5	All	Material Requirements	00-Aug
52.215-11	> the threshold for submission of cost or pricing data.	Price Reduction for Defective Cost or Pricing Data – Modifications	11-Aug
52.215-12	> the threshold for submission of cost or pricing data.	Subcontractor Cost or Pricing Data When required by this clause, SELLER agrees that it will submit, and shall require its subcontractors to submit, cost or pricing data in the form required by FAR Part 15 and to execute a "Certificate of Current Cost or Pricing Data" in the format required by FAR Part 15.406-2 (entitled "Certificate of Current Cost or Pricing Data"), unless an exception under FAR 15.403-1 applies.	10-Oct
52.215-13	> the threshold for submission of cost or pricing data.	Subcontractor Cost or Pricing Data - Modifications When required by this clause, SELLER agrees that it will submit, and shall require its subcontractors to submit, cost or pricing data in the form required by FAR Part 15 and to execute a "Certificate of Current Cost or Pricing Data" in the format required by FAR Part 15.406-2 (entitled "Certificate of Current Cost or Pricing Data"), unless an exception under FAR 15.403-1 applies.	11-Aug
52.215-14 & Alt. 1	All	Integrity of Unit Prices	97-Oct

52.215-15	All	Pension Adjustments & Asset Reversions (This clause applies to solicitations and orders meeting the applicability requirements of FAR 15.408(g). Further flow down is required.)	10-Oct
52.215-16	All	Facilities Capital Cost of Money (Applies if Seller proposed this cost in its offer and if the criteria for allowability in FAR 31.205-10(b) are met. If this clause applies, clause "FAR 52.215-17, Waiver of Facilities Capital Cost of Money" is deleted.)	03-Jun
52.215-17	All	Waiver of Facilities Capital Cost of Money (Applies if Seller did not propose this cost in its offer. If this clause applies, "FAR 52.215-16, Facilities Capital Cost of Money" is deleted.)	97-Oct
52.215-18	All	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (This clause applies to solicitations and orders meeting the applicability requirements of FAR 15.408(j) Further flow down is required.)	05-Jul
52.215-2	> S.A.T.	Audit & Records - Negotiation (This clause applies if this order exceeds the S.A.T. and: (1) is a cost reimbursement, incentive, time-and-material, labor hour, or price re-determinable type or any combination of these; or (2) is an order for which cost or pricing data are required; or (3) is an order that requires the SELLER to furnish reports as discussed in paragraph (e) of this clause FAR 52.215-2. In paragraphs (b), (c), and (e), change "Contracting Officer" to "BUYER and the Contracting Officer". Further flow down may be required.)	10-Oct
52.215-21, Alt II & Alt III	> the threshold for submission of cost or pricing data.	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (This clause applies, unless an exception applies, if this order exceeds the applicable threshold for submission of cost or pricing data on the date of agreement on price or the date of award, whichever is later. However, if the SELLER is not granted an exception from the requirements to submit cost or pricing data, the SELLER shall submit cost or pricing data and supporting attachments in accordance with table 15-2 of FAR 15.408. In addition, as soon as practicable after agreement on price, but before award (except for unpriced actions), the SELLER shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.)	10-Oct & 97-Oct
52.215-22	All	Limitations on Pass-Through Charges – Identification of Subcontract Effort	09-Oct
52.215-23 & Alt I	All	Limitations of Pass-Through Charges	09-Oct
52.216-7	All CR	Allowable Cost and Payment Applies if this solicitation and/or order is/are contemplated to be a cost-reimbursement subcontract or a time-and-materials subcontract (other than a subcontract for a commercial item.). If this subcontract is a time-and-materials subcontract, the clause FAR 52.216-7 applies only to the portion of the subcontract that provides for reimbursement of materials (as defined in the clause) at actual cost.	13-Jun

52.216-8	All CR	Fixed Fee (Modified) (This clause applies, less the final two sentences of paragraph (b), if this solicitation and/or order is contemplated to be a cost-plus-fixed-fee subcontract (other than a construction subcontract.) In paragraph (a), the word "Schedule" shall mean this letter contract or purchase order.	11-Jun
52.219-16	> \$650K (Except to small businesses. Applies when FAR 52.219-9 applies.)	Liquidated Damages - Subcontracting Plan (Modified) (Incorporated by Reference, less paragraphs (d) and (e). SELLER agrees that the BUYER may withhold or recover from SELLER such sums as the BUYER's Contracting Officer withholds or recovers from BUYER pertaining to SELLER's or its subcontractor's compliance or noncompliance with the requirements of FAR 52.219-8, FAR 52.219-9, or this clause as well as costs and expenses incurred by BUYER (including reasonable attorney's fees) as a result of SELLER's or its subcontractor's compliance or noncompliance with the requirements of these clauses.)	99-Jan
52.219-8	All	Utilization of Small Business Concerns (Applies to all solicitations and orders that offer further subcontracting opportunities.)	13-Jul
52.219-9 & ALT II	> \$650K (except to small businesses)	Small Business Subcontracting Plan (Applies to all solicitations and subcontracts/orders > \$650,000 (\$1,500,000 for construction of any public facility) except those to small business concerns). If this clause is applicable, (1) the SELLER agrees that it will submit to the BUYER for approval, negotiate, and adopt (and will require all of its subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction of any public facility) to submit, negotiate, and adopt) a subcontracting plan that complies with all of the requirements of this clause FAR 52.219-9. (2) The plan, when approved in writing by BUYER, is hereby invoked by reference in and forms a part of an order awarded to SELLER. (3) SELLER agrees to submit SF294 and SF 295 reports in accordance with the clause requirements. (4) SELLER understands that failure to submit and negotiate a subcontracting plan may make it ineligible for award of an order. (5) Failure by SELLER or its subcontractor(s) to comply in good faith with FAR 52.219-8 and 52.219-9 invoked herein shall be a material breach of the order and the order shall be subject to termination by BUYER for cause. In accordance with ALT II, when this clause applies, the Offeror's/SELLER's proposal submitted in response to the solicitation shall include a small business subcontracting plan that complies with the requirements of this clause.)	13-Jul & Alt II 01-Oct
52.222-10	> \$2,000 for construction in the U.S.	Compliance With Copeland Act Requirements	88-Feb
52.222-11	> \$2,000 for construction in the U.S.	Subcontracts (Labor Standards)	14-May
52.222-12	> \$2,000 for construction in the U.S.	Contract Termination-Debarment	14-May
52.222-13	> \$2,000 for construction in the U.S.	Compliance with Davis-Bacon and Related Act Regulations	88-Feb
52.222-14	> \$2,000 for construction in the U.S.	Disputes Concerning Labor Standards	88-Feb

52.222-19	All	Child-Labor Cooperation with Authorities and Remedies	14-Jan
52.222-2	All	Payment for Overtime Premiums (Modified) EB uses its own clause 56 entitled "Restriction on Certain Payments and Overtime Compensation (Orders to which the Cost Principles at FAR Part 31 Apply)" which is heavily based on this clause 52.222-2 modified.	90-Jul
52.222-20	> \$15K	Walsh-Healey Public Contracts Act	10-Oct
52.222-21	All	Prohibition of Segregated Facilities (Applies if this order is subject to the Equal Opportunity clause of this subcontract.)	99-Feb
52.222-26	All	Equal Opportunity SELLER shall include the terms and conditions of this clause in every lower-tier subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.)	07-Mar
52.222-29	All	Notification of Visa Denial	15-Apr
52.222-35	>150,000	Equal Opportunity for Veterans	16-Sep
52.222-36	>15,000	Equal Opportunity for Workers with Disabilities	14-Jul
52.222-37	>/= \$100K	Employment Reports on Veterans	14-Jul
52.222-38	All	Compliance with Veterans' Employment Reporting Requirements	10-Sep
52.222-4	All	Contract Work Hours and And Safety Standards Act – Overtime Compensation (Applies if this order may involve the employment of laborers or mechanics. Further flow down may be required. SELLER is responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions in paragraphs (a) - (d) of the clause.	05-Jul
52.222-40	>\$10,000unlessexempted	Notification of Employee Rights Under the National Labor Relations Act (This clause applies, including paragraph (f), if this subcontract exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor. Further flow down is required. The Seller shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause. The Seller shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.)	10-Dec
52.222-50	All	Combating Trafficking in Persons	09-Feb
52.222-6	> \$2,000 for construction in the U.S	Davis Bacon Act	14-May
52.222-7	> \$2,000 for construction in the U.S.	Withholding of Funds	14-May
52.222-8	All	Payrolls and Basic Records	14-May
52.222-9	> \$2,000 for construction in the U.S.	Apprentices and Training	05-Jul

52.223-11	All	Ozone-Depleting Substances	01-May
52.223-12	All	Refrigeration Equipment and Air Conditioners	95-May
52.223-18	All	Encouraging Contractor Policies To Ban Text Messaging While Driving	11-Aug
52.223-3	All	Hazardous Material Identification And Material Safety Data (With its offer, the Supplier must provide a list of any hazardous material to be delivered under this purchase order. If an award is to be made to the SELLER, the SELLER agrees to submit, for each item as required prior to award, a Material Safety Data Sheet and agrees to comply with all of the requirements of this clause.)	97-Jan
52.223-5	All	Pollution Prevention and Right-to-Know Information	11-May
52.223-6	All	Drug-Free Workplace	01-May
52.225-13	All	Restrictions on Certain Foreign Purchases (Further flow down is required.)	08-Jun
52.225-8	All	Duty-Free Entry	10-Oct
52.227-1	> S.A.T.	Authorization and Consent When used in this clause, the word "Government" retains its original meaning as the "U.S. Government" ; except in paragraph (a)(1) where the phrase "...accepted by the Government under this contract; ..." is changed to read "... accepted by the BUYER under this subcontract or by the Government under the prime contract; ...". (Further flow down required.)	07-Dec
52.227-10	All	Filing of Patent Applications - Classified Subject Matter (Applies if this order covers or is likely to cover classified subject matter. Paragraph (a) is changed from 30 to 45 days.) (Further flow down is required.)	07-Dec
52.227-11	Small businesses and nonprofit organizations only	Patent Rights - Ownership by the Contractor (Short Form) Applies if this subcontract/purchase order is for Experimental, Developmental, or Research (EDR) work to be performed by a small business concern or nonprofit organization. All references to "Government" shall remain and the subcontractor (SELLER) shall have all the rights and obligations provided to the Contractor in the clause. This clause does not apply for work in connection with the nuclear propulsion plant and its associated components and systems which are under the cognizance of NAVSEA 08. For such orders FAR 52.227-13, Patent Rights – Ownership by the Government, applies.Note: In lieu of FAR 52.227-11, DFARS 252.227-7038, Patent Rights – Ownership by the Contractor (Large Business), applies to all subcontracts for Experimental, Developmental, or Research (EDR) work to <u>other than small business concerns or nonprofit organizations</u> unless a different patent rights clause is required by FAR 27.303.	07-Dec
52.227-13	All	Patent Rights – Ownership by the Government	07-Dec
52.227-2	> S.A.T.	Notice and Assistance Regarding Patent and Copyright Infringement (Applies if this order is expected to exceed the S.A.T. Further flow down is required.)	07-Dec
52.227-3	All	Patent Indemnity	84-Apr

52.228-7	All CR	Insurance – Liability To Third Persons	96-May
52.229-8	All	Taxes – Foreign Cost-Reimbursement Contracts	90-May
52.230-2	> \$700K based on CAS exemption.	Cost Accounting Standards Applies (less paragraph (b)), unless exempted per 48 CFR 9903.201-1, to negotiated subcontracts over \$700,000 with large businesses. This clause does not apply if FAR 52.230-3; FAR 52.230-4; or FAR 52.230-5 applies. SELLER shall include the substance of this clause revision (less paragraph (b)) in all other negotiated subcontracts over \$700,000 of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if it has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data unless the negotiated subcontract is exempt per 48 CFR 9903.201-1. Subcontract awards subject to CAS require the same type of CAS coverage as would prime contracts awarded to the same business unit (9903.201-2(d)).	12-May
52.230-3	> \$700K based on CAS exemption. (Large businesses eligible for and electing to claim Modified CAS coverage.)	Disclosure and Consistency of Cost Accounting Practices Applies (less paragraph (b)), unless exempted per 48 CFR 9903.201-1, to negotiated subcontracts over \$700,000, but less than \$50 million, with large businesses if it certifies on its CAS Appendix A-9 submittal that it is eligible for and elects to use "Modified CAS coverage" (see 48 CFR 9903.201-2). Refer to the Purchase Order Standard Clauses for the applicable CAS clause. SELLER shall include the substance of this clause (less paragraph (b)) in all other negotiated subcontracts over \$700,000 of any tier unless the negotiated subcontract is exempt per 48 CFR 9903.201-2	12-May
52.230-4	> \$750,000 based on CAS exemption. (Large businesses eligible for and electing to claim Modified CAS coverage.)	Disclosure and Consistency of Cost Accounting Practices- Foreign Concerns (Applies, less paragraph (b), if this order (negotiated subcontract) exceeds U.S. the Truth in Negotiations Act (TINA) threshold (see FAR 15.403-4 (see Note 1 above) to foreign concerns (which does not include foreign governments or their agents or instrumentalities), unless exempted per 48 CFR 9903.201-1. Submit CAS Appendix A-9 to claim exemptions. When this clause applies, SELLER must comply with the further flow down requirements contained in the clause and SELLER must comply with those CAS specified in the clause. Refer to the Purchase Order Standard Clauses for the applicable CAS clause.)	15-Oct

52.230-5		Cost Accounting Standards—Educational Institution (Applies (less paragraph (b)), unless exempted per 48 CFR 9903.201-1, to negotiated subcontracts over \$650,000 with an "educational institution". This clause doesn't apply if FAR 52.230-2; 52.230-3; or 52.230-4 applies. Refer to the Purchase Order Standard Clauses for the applicable CAS clause. SELLER shall flow down this clause (less paragraph (b)) in all other negotiated subcontracts over \$650,000 of any tier, including the obligation to comply with all applicable CAS in effect on the subcontractor's award date or if it has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data unless the negotiated subcontract is exempt per 48 CFR 9903.201-1.Subcontract awards subject to CAS require the same type of CAS coverage as would prime contracts awarded to the same business unit (9903.201-2(d)). Negotiated subcontracts awarded to Federally Funded Research and Development Centers (FFRDC) operated by an educational institution are subject to full or modified CAS coverage (9903.201-2(c)(4)) and FAR 52.230-5 and may not be used by an FFRDC (see 48 CFR 9903.201-2(c)(5)).	10-Oct
	> \$650K based on CAS exemption. (Educational institutions only) (See Note 1) Submit EB CAS Appendix A 9 cert if > \$500K.		
52.230-6	> \$700K when CAS applies	Administration of Cost Accounting Standards	10-Jun
52.232-17	All	Interest (Not applicable to contracts below S.A.T., with government agencies, state and local governments or to contracts without provision for profit or fee with a nonprofit organization. In paragraphs (a) and (b)(3), "Government" retains its original meaning and add "or BUYER" after it.)	10-Oct
52.232-20	All CR	Limitation of Costs (Except that "60 days" is changed to "75 days" in paragraph (b)(1).) (Applies if a fully funded cost-reimbursement contract is contemplated, except those for consolidated facilities, facilities acquisition, or facilities use, whether or not the contract provides for payment of a fee.)	84-Apr
52.232-22	All CR	Limitation of Funds (Except that "60 days" is changed to "75 days" in paragraph (c)(1).) (Applies if an incrementally funded cost-reimbursement contract is contemplated.)	84-Apr
52.232-23 Alt I	All	Assignment of Claims	84-Apr
52.232-39	All	Unenforceability of Unauthorized Obligations.	13-Jun
52.232-40	All	Providing Accelerated Payments to Small Business Subcontractors	13-Dec
52.232-7	All	Payments Under Time-and-Materials and Labor-Hour Contracts	05-Aug
52.233-3 & Alt I	All & CR	Protest after Award	96-Aug & 85-Jun
52.233-4	All	Applicable Law for Breach of Contract Claim	04-Oct
52.234-1	All	Industrial Resources Developed Under Defense Production Act Title III	94-Dec
52.237-3	All	Continuity Of Services	91-Jan
52.242-1	All CR, FPI, or Price Re-determinable	Notice of Intent to Disallow Costs	84-Apr

52.242-13	All	Bankruptcy	95-Jul
52.242-15 & Alt I	All	Stop-Work Order and Stop Work Order – Alternate I	89-Aug & 84-Apr
52.242-17	All FP	Government Delay of Work (Applies, suitably modified to reflect the relationship of the Parties, if the Government causes a delay at the prime contract level which impacts SELLER's performance of this purchase order. Applies when a fixed-price subcontract is anticipated for supplies other than commercial or modified-commercial items and when a fixed-price subcontract is contemplated for services.)	84-Apr
52.242-3	> the threshold for submission of cost or pricing data.	Penalties for Unallowable Costs	01-May
52.242-4	All CR	Certification of Final Indirect Costs	97-Jan
52.243-2, Alt I & Alt II	All CR	Changes – Cost Reimbursement	87-Aug, 84-Apr & 84-Apr
52.243-3	All T&M	Changes – Time and Materials or Labor Hours	00-Sep
52.243-6	All	Change Order Accounting	84-Apr
52.244-2	All	Subcontracts	10-Oct
52.244-5	All	Competition In Subcontracting	96-Dec
52.244-6	All	Subcontracts for Commercial Items	13-Dec
52.245-1	All	Government Property	12-Apr
52.245-9	All	Use and Charges	12-Apr
52.246-16	All	Responsibility For Supplies	84-Apr
52.246-3	All CR	Inspection of Supplies - Cost Reimbursement	01-May
52.246-5	All CR	Inspection of Services - Cost Reimbursement	84-Apr
52.246-6	All T & M or LH	Inspection - Time and Material and Labor Hour	01-May
52.247-63	All	Preference For U.S. Flag Air Carriers	03-Jun
52.248-1	> the S.A.T	Value Engineering (Deviation: (Add the following: "(n) this clause does not apply to any work under this contract in connection with the nuclear propulsion plant, its associated components and systems which are under the technical cognizance of NAVSEA 08.")	10-Oct
52.249-1	All FP	Termination For Convenience of the Government or BUYER (Fixed Price)(Short Form) (This clause is incorporated herein by reference modified as shown below such that BUYER shall have the right to terminate this Purchase Order for convenience of either the Government or the BUYER. Revised to apply to all fixed price orders.) Revise the title to read "Termination For Convenience of the Government or BUYER (Fixed Price) (Short Form)" in lieu of "Termination for the Convenience of the Government"; and replace the phrase "The Contracting Officer" with "The Contracting Officer or BUYER"; and replace the phrase "the Government's interest" with "the BUYER's or the Government's interest".	84-Apr
52.249-14	All CR, T&M, or LH	Excusable Delays	84-Apr

52.249-2 (Mod)	All FP	<p>Termination For Convenience of the Government or BUYER (Fixed Price) (Modified) (This clause is incorporated herein by reference modified as shown below such that BUYER shall have the right to terminate this Purchase Order for convenience of either the Government or the BUYER. Revised to apply to all fixed-price orders.) Revise the title to read "Termination for Convenience of the Government or BUYER (Fixed Price)" in lieu of "Termination for Convenience of the Government (Fixed-Price)"; and Revise the language to reflect the relationship of the parties as described in language "Clauses/Provisions Incorporated by Reference"; and In paragraph (a), revise "... if the Contracting Officer determines that a termination is in the Government's interest." to "... if the BUYER determines that a termination is in the BUYER's or Government's interest."; and In paragraph (b)(8), revise "Government" to "BUYER or the Government"; and In paragraph (c), "120 days" is changed to "60 days" and paragraph (e) is changed from "one year" to "six months"; and Delete paragraph (j) in its entirety; and In paragraph (n), "Government" is changed to "Government and the BUYER".</p>	12-Apr
52.249-6	All CR, T&M, or LH	<p>Termination (Cost Reimbursement) - (Except that paragraph (d) is changed from "120 days" to 60 "days" and paragraph (f) is changed from "one year" to "six months". Delete Section (j) and use Alt. IV for Time & Material or Labor Hour Contracts.)</p>	04-May and (T&M and LH) ALT IV (96-Sep) (Modified)
52.249-8	All	Default (Fixed-Price Supply and Service) (Modified)	84-Apr
52.252-2	All	Clauses Incorporated by Reference	98-Feb
52.252-6	All	Authorized Deviations in Clauses	84-Apr