

Hereinafter, Aurora Flight Sciences Corporation is referred to as "Buyer", the Seller identified on the face of this order is referred to as "Seller", and this order is referred to as "Order".

1. **ACCEPTANCE:** This Order constitutes an offer by Buyer which is accepted by Seller solely in accordance with the terms set forth in this Order upon the earlier of Seller's: a) signing and returning a copy hereof; or, b) commencement of effort or making delivery in whole or in part of articles or the furnishing of services required herein. All other terms and conditions are rejected unless specifically agreed to in writing and approved by the Buyer.
2. **ASSIGNMENT:** No part of the work under this Order shall be assigned or subcontracted without Buyer's prior written approval. If approval is obtained by the Buyer via an amended order, all applicable Supplier Quality Requirements must be passed onto the Seller's subcontractor.
3. **TAXES:** The prices set forth in the Order include all applicable federal, state and local taxes and duties.
4. **COMPLIANCE WITH LAWS:** Seller agrees to comply with the applicable provisions of any federal, state, provincial, or local law or ordinance. Seller shall immediately notify in writing Buyer if Seller is suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government. Seller shall comply with the most current export control laws. Seller shall not give any foreign person access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of the Buyer.
5. **GOVERNING LAW:** The Order shall be governed by and subject to the laws of the Commonwealth of Virginia.
6. **INDEPENDENT CONTRACTOR:** The Seller is an independent contractor. The Seller assumes all liability and will hold Buyer harmless for all claims by or on behalf of Seller's workers.
7. **INSPECTION & ACCEPTANCE:** The final inspection and acceptance of all goods/services under the Order shall be at Buyer's location or at such other place as Buyer shall designate.
8. **INVOICING & PAYMENT:** Payment terms are net 60 days from the invoice date.
9. **NEW MATERIAL** (applicable to order for Goods/Products): All goods/products under the Order shall be fabricated from new material except as specifically authorized in writing by the Buyer.
10. **HAZARDOUS MATERIALS IDENTIFICATION** (applicable to order for Goods/Products): If any goods or materials deliverable under this Order may expose the Buyer, its employees, its customers, or its customers' employees to hazards or hazardous materials, the Seller shall advise the Buyer in writing thereof and fully prescribe precautions which should be taken to avoid harm to such persons.
11. **CHANGES:** Changes to this Order may only be made in writing and only by the Buyer's authorized contractual representative in any of the following areas: statement of work, technical requirements, specifications, drawings, designs, place of delivery, inspection, adjustments in quantities, and adjustments in delivery schedules. Buyer and Seller shall negotiate an equitable adjustment in the price and/or schedule, to reflect the change. Buyer shall modify this Order in writing. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer's authorized contractual representative in writing and deliver a fully supported proposal to Buyer's authorized contractual representative within ten (10) days of receipt of the change. The Buyer's authorized contractual representative may examine Seller's relevant records to verify the amount of Seller's proposal. Failure of the Parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction.
12. **PARTIAL INVALIDITY:** If any provision becomes void or unenforceable by law, the remaining provisions shall be valid and enforceable.
13. **CONFIDENTIALITY:** The Seller shall keep confidential all designs, processes, drawings, specifications, reports, data and all other technical or proprietary information and all features of all parts, equipment, tools, gauges, patterns and other goods furnished or disclosed to the Seller by Buyer in connection with this Order. Seller shall use such information and goods and the features thereof solely in the performance of this Order. Upon completion or termination of this Order, Seller shall return all such information and goods to Buyer or make such other disposition thereof as may be directed by Buyer. The Seller shall release no publicity nor make any disclosure to third parties concerning its work under this Order without the prior written approval of the Buyer.
14. **DELIVERY:** Time is of the essence in this Order. The Buyer may refuse early deliveries. If deliveries under this Order are late, they may be expedited at the option of the Buyer and at the Seller's expense. Acceptance of a late Order shall not be a waiver of Seller's liability for damages caused by such lateness.
15. **PRICE:** The Seller covenants that it sells the subject matter of this Order in the quantities ordered at no lower price than the price stated herein.
16. **PUBLICITY:** Seller shall not publish, distribute, or use any information developed under or about the existence of this Order, or use the Aurora Flight Sciences name, logo, or trademark for the purpose of advertising, making a news release, or creating a reference without prior written approval of Buyer.
17. **RIGHT TO USE INFORMATION:** Unless the Seller shall indicate in writing that information disclosed by the Seller to the Buyer in the performance of this Order is confidential, the Buyer shall have unlimited rights to use such information for any purpose. The Seller shall promptly disclose to Buyer all copyrightable material and all inventions made in performance of this Order. All copyrights and all inventions first conceived or actually reduced to practice by the Seller in the performance of this Order shall be assigned to the Buyer.
18. **SHIPPING / TITLE / RISK OF LOSS OR DAMAGE:** Title and the risk of loss or damage of all goods shipped under this Order shall remain with the Seller until Seller's delivery to the F.O.B. point specified in this Order.
19. **SPECIAL TOOLS/ MATERIALS/ INFORMATION:** If any special designs, sketches, drawings, blueprints, patterns, molds, models, tools, gauges, equipment or software shall be made or procured by Seller for this Order, Seller shall disclose the same to the Buyer and the Buyer shall become the immediate owner thereof (irrespective of disclosure). Such items shall be held by the Seller on consignment at the Seller's risk and shall be used exclusively in performance for the Buyer and subject to such disposition as directed by the Buyer.
20. **STOP WORK ORDER:** Buyer may, from time to time, require Supplier to stop all or any portion of the work called for by the Order for a period of up to 120 days ("Stop Work Period") at each such time. Upon receipt of written notice detailing the length and scope of the Stop Work Period, Supplier shall immediately comply with its terms at no charge. Within the Stop Work Period, Buyer shall either: (i) cancel the stop-work order and Supplier shall resume work; or (ii) terminate the work covered by the stop-work order, for default or convenience, as the context requires, in accordance with the provisions of the Order.
21. **TERMINATION – Without Cause:** The Buyer has the right to terminate this Order at any time, or to suspend it by a stop work order. In the event of termination, the Seller shall cease all performance, cancel all outstanding procurements, and take no further steps toward delivery except that necessary for immediate and orderly shutting down of the work. The Buyer's liability for the Seller's partial performance shall not exceed the applicable and allocable cost of the proportion of the specified work actually performed by the Seller at the time of termination, plus a reasonable profit/fee, up to such point of termination. In no event, shall the Buyer's obligation for the terminated Order exceed the Order price prior to termination.
22. **TERMINATION – For Cause:** If Seller fails to make delivery or perform the services in accordance with this Order, or fails to make progress as to endanger performance of the Order and does not cure such failure within (10) days after Buyer's notice of

- such failure, Buyer may terminate all or any part of this Order. In the event of such Termination for Cause, Buyer may purchase substitute goods/services elsewhere, and Seller shall be liable to Buyer for any excess cost occasioned by Buyer for such procurement costs, requalification costs, and other non-recurring costs, except in the circumstance of any failure or delay constituting an "Excusable Delay" as set forth in the Section herein entitled "Excusable Delay".
23. **LIQUIDATED DAMAGES:** Should Buyer accept Products that are not delivered on or before the required delivery date, which option Buyer reserves, Seller shall be liable for all additional costs incurred by Buyer because of such delay(s), which may include, by way of illustration and not of limitation, additional expense related to additional or premium transportation charges, special handling expenses, and other various anticipated and unanticipated costs. The Parties agree that the nature and actual amount of costs associated with delivery delay are uncertain and difficult to calculate. Buyer may, therefore, choose in its sole discretion to require Seller to pay Buyer liquidated damages (which are not intended as a penalty) in lieu of actual damages measured by such costs. If Buyer chooses to recover liquidated damages, they shall be equal to one half percent (.5%) of the total Contract cost of the delinquent item per day of delay, not to exceed twenty percent (20%) of the total Contract cost of such item, which the Parties agree represents a reasonable estimate of the additional costs to be incurred by Buyer in connection with a delivery delay. Buyer's choice to recover such liquidated damages for delayed delivery on any one or more occasion shall not, however, preclude Buyer from recovering the actual costs incurred because of delayed delivery on any other occasion. Neither shall Buyer recovery of liquidated damages for delayed delivery on any one or more occasion preclude Buyer from exercising its option to terminate this Agreement for an Event of Default by Seller, even if Seller has paid such liquidated or actual damages to Buyer on prior occasions, if repeated incidents of late deliveries in the aggregate (or a single significant incident of delay) materially adversely effect Buyer's ability to enjoy the bargained for benefits of this Agreement on an ongoing basis. Similarly, Buyer's choice to terminate this Agreement for Seller's default shall not preclude Buyer from pursuing any other remedy at law or in equity that that it may have against Seller for such default, including, without limitation, injunctive or mandatory relief in an appropriate case.
24. **INSOLVENCY:** Buyer may cancel this Order if Seller files a petition under any Federal or State Bankruptcy Act or if Seller becomes insolvent or otherwise engages in any act which reasonably causes Buyer to deem Seller insecure.
25. **WAIVER:** Acceptance by the Buyer of any variations from any conditions of this Order shall not be construed as a waiver of the Buyer's rights to insist upon and hold the Seller liable for any future compliance with the waived condition.
26. **WARRANTY:** For twenty-four months after receipt of each deliverable hereunder, the Seller warrants its work to be of professional quality and (except as quoted material is lawfully used and acknowledged) to be the original work product of members of the Seller's staff. The Buyer's remedy for breach of this warranty shall include the right to re-performance at the Seller's expense of all affected work product of the Seller. In addition, the Seller shall hold the Buyer harmless from, and defend against, any claim for plagiarism or infringement of Seller's intellectual property arising out of the Seller's performance of this Order.
27. **TRAVEL AND OTHER DIRECT COST (ODC):** Unless specifically authorized on the face of this Order, no travel or ODC is permitted. If authorized, travel and ODC will be reimbursed by the Buyer at cost (exclusive of fee/profit). Out of town travel must be authorized in advance by the Buyer and travel receipts shall be provided for all expenses. All authorized travel and ODC payments will be subject to the limitations specified in the Joint Travel Regulations (JTR).
28. **PATENT INDEMNITY:** The Seller shall hold the Buyer harmless from all liability for infringement of any patent, trademark, trade secret or copyright with respect to any and all goods/services furnished under this Order, except insofar as the Buyer has provided detailed instructions causing such infringement. If the Seller is precluded from delivery under this Order due to such infringement, the Seller shall obtain the right to comply with this Order or shall propose viable alternatives, at the Seller's expense.
29. **EXCUSABLE DELAYS:** Neither party nor its sub-tier subcontractor(s) shall be liable for any delay or failure to perform due solely to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, or other such causes beyond its control and without its fault or negligence. Failure of Seller's subcontractor(s) to perform does not in and of itself constitute an "excusable delay" under this Order. Seller shall notify Buyer in writing immediately of any delay to the performance of this Order. The notice shall include a proposed revised schedule but the notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights.
30. **INDEMNITY:** Seller agrees to indemnify, defend, and hold harmless Buyer, Buyer's insurers and Buyer's affiliates and their employees, agents, officers and directors for and from all losses, claims, suits, expenses, damages, and costs, including but not limited to all reasonable attorney's fees incurred or suffered by Buyer as the result of: a) Seller's breach of warranty; b) Injury or death of any person or damage/destruction of property arising out of Seller's failure to meet the warranties contained herein; c) latent defects in the goods/services provided hereunder; d) Seller's failure to comply with all Federal/State/Local laws and ordinances; e) negligent acts or omission of Seller. If this Order covers the performance on Buyer's premises, Seller agrees to indemnify and protect Buyer against all claims, damages, liabilities, cost and attorney's fees for injury or death to any person, or damage/destruction of property arising out of performance of this Order.
31. **TOTAL COST:** Unless otherwise indicated on the face of the Order, the prices stated on the Order include all shipping costs as well as any and all fees, levies, duties or other costs which may apply.
32. **QUALITY CONTROL:** Seller agrees to provide and maintain a quality control system acceptable to Buyer and to provide access to Seller's facility and or records at all reasonable times for periodic surveillance by Buyer.
33. **EQUAL OPPORTUNITY EMPLOYER:** It is the policy of the Buyer to administer all company actions without regard to race, color religion sex or national origin. In accepting this order, the Seller agrees to abide by all provisions of all labor laws and regulations including but not limited to laws pertaining to Fair Labor Standards, Non-Segregated Facilities, and Affirmative Action for Handicapped Workers, Special Disabled and Vietnam Veterans.
34. **NON-COMFORMING PRODUCT:** If at any time the Seller suspects that they have provided a service or product that does not meet the specifications of the Order they must immediately contact the Buyer and provide in writing specifics as to the suspected non-conformance. If it determined such non-conformance requires an investigation or root cause and corrective action is required these actions shall be supported by the Seller at no cost to the Buyer.
35. **ORDER OF PRECEDENCE:** In the event of any inconsistency or conflict between the provisions of this Order, such inconsistency or conflict shall be resolved by the following descending order of preference: 1. Order-specific provisions which are on the Order as additions to these terms; 2. These Terms and Conditions; 3. Statement of Work; 4. Supplier Quality Manual; 5. Nondisclosure Agreement.
36. **COMPLETE AGREEMENT:** The terms and conditions of this order constitute the full and complete agreement between the parties and supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the order hereof, and no agreement or understanding varying or extending the same will be binding upon either party hereto unless in writing, signed by a duly authorized officer or representative thereof.

**37. GOVERNMENT CLAUSES INCORPORATED BY REFERENCE:**

The clauses listed below are incorporated by reference, with the same force and affect as if they were given in 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. In all Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) clauses applicable to this Order (if any) except as excluded herein, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Purchase Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Buyer and Buyer's authorized contractual representative, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of the Seller as a Subcontractor to the Buyer, to insure Seller's obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract (or Subcontract) to the Government. Buyer recognizes that certain financial and technical information of the Seller may be proprietary. In such instances, the meaning of the terms "Government," "Contracting Officer" and equivalent phrases of the applicable FAR/DFARS clauses (e.g., audit rights) shall remain unchanged from the definitions cited in the FAR/DFARS.

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**38. FAR Clauses**

If this Order is not for a "commercial item" within the meaning of FAR 2.101, the following FAR clauses in effect on the date of the prime contract shall apply:

Provision or Clause	R=Required; A=Required when Applicable	
52.202-1 Definitions	R	Applies to all orders that exceed \$150,000
52.203-3 Gratuities	A	Applies to all orders that exceed \$150,000
52.203-5 Covenant Against Contingent Fees	R	Applies to all orders that exceed \$150,000
52.203-6 Restrictions on Subcontractor Sales to the Government	R	Applies to all orders that exceed \$150,000
52.203-7 Anti-Kickback Procedures (exclude paragraph (c)(1); in paragraph (c)(4) delete "[T]he contracting officer may" and replace with "[T]o the extent the Contracting Officer has made an offset in the Prime Contractor directed the Buyer to withhold an amount, the Buyer may ...")	R	Applies to all orders that exceed \$150,000
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	A	Applies to all orders that exceed \$150,000
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity	A	Applies to all orders that exceed \$150,000
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	A	Applies to all orders that exceed \$150,000
52.203-12 Limitation on Payments to Influence Certain Federal Transactions	A	Clause shall be included in solicitations and contracts expected to exceed \$150,000.
52.203-13 Contractor Code of Business Ethics and Conduct	A	Applies to contracts >\$5M and performance period is 120 or more.
52.203-14 Display of Hotline Posters	A	Applies to contracts >\$5M or lesser amount established by agency and agency has hotline poster.
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	A	Applies to all solicitations and contracts funded in-whole or in-part with Recovery Act funds
52.204-2 Security Requirements	A	Applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
52.204-5 Women-Owned Business (Other Than Small Business)	A	Applicable when at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
52.204-6 DUNS Number	R	Applies to all orders
52.204-9 Personal Identify Verification of Contractor Personnel	A	Required when performance requires routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. The clause shall not be used when intermittent access to Federally-controlled facilities is required.
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards	A	This subpart applies to all contracts with a value of \$25,000 or more, except classified contracts and contracts with individuals.
52.204-11 American recovery and Reinvestment Act – Reporting Requirements	A	Applies to solicitations/contracts funded in whole or in part with ARRA funds, except classified solicitations/contracts. Includes, but not limited to GWACS, ID/IQ This does not apply to existing contracts/ task or delivery orders issued under a contract that contain the original clause FAR 52.204-11 (March 2009).

52.208-8 Required Sources for Helium and Helium Usage Data	A	Applicable if performance of the contract involves a major helium requirement.
52.209-5 Certification Regarding Debarment, Suspension, proposed Debarment, and Other Responsibility Matters	A	Applicable for solicitations where the contract is expected to exceed the simplified acquisition threshold
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	A	Applicable to solicitations and contracts where the contract value exceeds \$30,000
52.211-5 Material Requirements	R	Applies if order is for supplies that are not commercial items. N/A to R&D
52.211-14 Notice of Priority Rating for National Defense Use	A	Applies if order is a rated order
52.211-15 Defense Priority and Allocation Requirements	A	Applies if order is a rated order
52.212-5 Contract Terms and Conditions Required to Implement Statutes and Executive Orders	A	Applies if order is for supplies that are not commercial items. N/A to R&D
52.214-26 Audit and Records - Sealed Bidding	A	The contract amount is expected to exceed the threshold for submission of certified cost or pricing data
52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	A	The contract amount is expected to exceed the threshold for submission of certified cost or pricing data
52.214-28 Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding 12/13/2011	A	The contract amount is expected to exceed the threshold for submission of certified cost or pricing data
52.215-2 Audit and Records – Negotiation	A	Applies if prime contract was awarded through negotiations, exceeds \$150,000 & cost and pricing data was required
52.215-2 Audit and Records – Negotiation ALT I (include if subject to American Recovery and Reinvestment Act of 2009)	A	Applicable in all solicitations that— (1) Are not set aside for small business concerns; (2) Exceed the simplified acquisition threshold; and (3) Are for contracts that will be performed in the United States or its outlying areas.
52.215-6 Place of Performance	A	Applicable unless the place of performance is specified by the government.
52.215-9 Changes or Additions to Make-Or-Buy Program	R	Required if changes are may be made to order
52.215-10 Price Reduction for Defective Cost or Pricing Data	A	Applicable to negotiated agreements requiring certified cost or pricing data from contractor or subcontractor. (over \$700,000)
52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications	A	Applicable when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor for the pricing of contract modifications and 52.215-10 is not included (over \$700,000 - see FAR 15.403 for threshold changes).
52.215-12 Subcontractor Cost or Pricing Data	A	Applicable over \$700K
52.215-13 Subcontractor Cost or Pricing Data - Modifications	A	Applicable when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor for the pricing of contract modifications and 52.215-11 is included (over \$700,000 - see FAR 15.403 for threshold changes).
52.215-14 Integrity of Unit Prices (exclude paragraph (b), but include paragraph (b) in Alternate I)	A	Applicable except for: under SAT; Construction or A&E; Utility; service contracts w/ no supplies; commercial items or petroleum products.
52.215-15 Pension Adjustments and Asset Reversions	A	Applicable to contracts that anticipate C/P data which will be required; subject to part 31.

52.215-16 Facilities Capital Cost of Money	A	Delete per FAR 15.408(h) for contracts with commercial organizations
52.215-17 Waiver of Facilities Capital Cost of Money	A	Applicable if the Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.
52.215-18 Reversion or Adjustment of Plans for Postretirement benefits (PRB) Other than Pensions	A	Applicable in solicitations and contracts for which it is anticipated that cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to Part 31.
52.215-19 Notification of Ownership Changes	A	Per 15.408(k)--applicable only if cost or pricing data is required or when preaward or post award cost determination is subject to Subpart 31.2.
52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications	A	Applicable in solicitations and contracts if it is reasonably certain that cost or pricing data or information other than cost or pricing data will be required for modifications
52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort	A	
52.216-24 Limitation on Government Liability (See Note 1.)	R	Applies to all orders
52.216-25 Contract Definitization (See Note 1.)	R	Applies to all orders
52.219-1 Small Business Program Representations	A	Applicable to solicitations exceeding the micro-purchase threshold when the contract will be performed in the United States or its outlying areas
52.219-8 Utilization of Small Business Concerns	A	Applicable to solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold
52.219-9 Small Business Subcontracting Plan	A	Subcontracts over \$650k - FAR states: "Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause
52.219-10 Incentive Subcontracting Program	A	
52.219-16 Liquidated Damages - Subcontracting Plan	A	Applicable when contract requires a small business subcontracting plan. Only applies to contracts that contain 52.219-9 which applies to contracts exceeding \$500,000.
52.219-22 Small Disadvantaged Business Status	A	Applicable if the offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition
52.219-25 Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting	A	The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status.

52.222-1 Notice to the Government of Labor Disputes	A	Applicable if the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.
52.222-3 Convict Labor	A	Applicable to solicitations and contracts above the micro-purchase threshold, when the contract will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands; unless FAR 22.202 exception applies
52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation	A	Applies to all orders that exceed \$150,000
52.222-19 Child Labor – Cooperation with Authorities and Remedies	A	Applies to all orders that exceed \$15,000
52.222-20 Walsh-Healey Public Contracts Act	A	Applicable to contracts for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$15,000, and is subject to the Walsh-Healey Public Contracts Act
52.222-21 Prohibition of Segregated Facilities	A	Applicable when contract is to include FAR 52.222-26
52.222-22 Previous Contracts and Compliance Reports	A	Applicable when contract is to include FAR 52.222-26
52.222-24 Pre-award On-Site Equal Opportunity Compliance Evaluation	A	Applicable to 'other than' construction contracts which include FAR 52.222-26, and over \$10 million
52.222-25 Affirmative Action Compliance	A	Applicable to solicitations for 'other than' construction contracts which include FAR 52.222-26
52.222-26 Equal Opportunity 12/13/2011	A	Only Subparagraph (b) applies
52.222-29 Notification of Visa Denial	A	Applicable if contract includes FAR 52.222-26 and if the contractor is required to perform in or on behalf of a foreign country
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	A	Applicable if contract is over \$100k, except when provisions of FAR 22.1310 (a)(1)(i) or (a)(1)(ii) apply
52.222-36 Affirmative Action for Workers With Disabilities	A	Applicable if contract is over \$15k, except work outside US and/or waived.
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	A	Applies to all orders that exceed \$100,000
52.222-40 Notification of Employee Rights Under Federal Labor Laws	A	
52.222-50 Combating Trafficking in Persons	R	Applies to all orders
52.222-54 Employment Eligibility Verification	A	Applicable to all solicitations and contracts that exceed the SAT, unless FAR 22.1803 exemption applies
52.223-3 Hazardous Material Identification and Material Safety Data	A	Applicable if contract requires the delivery of hazardous materials as defined at FAR 23.301
52.223-4 Recovered Material Certification	A	Applicable if contract requires the delivery or specifies the use of EPA-designated items or includes FAR 52.223-17; not applicable for COTS items
52.223-5 Pollution Prevention and Right-To-Know Information	A	Applicable if contract requires performance, in whole or in part, on a Federal facility
52.223-6 Drug-Free Workplace	R	Applies to all orders

52.223-7 Notice of Radioactive Materials	A	Applicable for contracts which require the delivery of radioactive material that meet the criteria under FAR 23.602
52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items	A	
52.223-11 Ozone-Depleting Substances	A	Applicable in U.S. solicitations and contracts for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances.
52.223-18 Contractor Policy to Ban Text Messaging While Driving	R	Applies to all orders
52.224-2 Privacy Act	A	
52.225-1 Buy American Act – Supplies	A	Applies to all orders that exceed \$25,000
52.225-2 Buy American Act Certificate	A	Applicable in solicitations containing FAR 52.225-1
52.225-3 Buy American Act – Free Trade Agreements – Israel Trade Act	A	Not applicable for R&D contracts. Only applicable in solicitations and contracts involving the delivery of supplies. Applicable when acquisition value is \$25,000 or more, but less than \$50,000.
52.225-4 Buy American Act - Free Trade Agreements – Israel Trade Act Certificate	A	Not applicable for R&D solicitations; applicable when FAR 52.225-3 is included in solicitation
52.225-5 Trade Agreements	A	Not applicable for R&D contracts; applicable in solicitations and contracts valued at \$202,000 or more for the acquisition of supplies or acquisition of services involving the furnishing of supplies, if the acquisition is covered by the WTO GPA (see Subpart 25.4) and the agency has determined that the restrictions of the Buy American Act are not applicable to U.S.-made end products.
52.225-6 Trade Agreements Certificate	A	Not applicable for R&D solicitations; applicable when FAR 52.225-5 is included in solicitation
52.225-7 Waiver of Buy American Act for Civil Aircraft and Related Articles	A	Applicable in solicitations for civil aircraft and related articles (see FAR 25.407), if the acquisition value is less than \$202,000.
52.225-8 Duty-Free Entry (in paragraph (c)(1), change “20 calendar days” to “30 calendar days” and in paragraph (c)(2), change “10 calendar days” to “20 calendar days”)	A	Applies to all orders that exceed \$150,000
52.225-13 Restrictions on Certain Foreign Purchases	R	Applies to all orders
52.225-15 Sanctioned European Union Country End Products	R	Applies to all orders
52.225-18 Place of Manufacture	R	Applies to all orders
52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification	R	Applies to all orders
52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises 12/13/2011	A	Applies to all orders
52.226-2 Historically Black College or University and Minority Institution Representation	A	Applies to all orders
52.227-1 Authorization and Consent (include Alternate I or II to the extent in the prime contract)	A	Applies to all orders
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement	A	Applies to all orders that exceed \$150,000
52.227-6 Royalty Information	A	Applies to all orders that exceed \$150,000
52.227-9 Refund of Royalties	A	Applies if Royalties are reported during subcontract negotiations
52.227-10 Filing of Patent Applications - Classified Subject Matter	A	Applies if order involves classified subject matter



52.227-14 Rights in Data - General	A	Applies if data is to produce, furnish or acquired under the order
52.227-15 Representation of Limited Rights Data and Restricted Computer Software	A	Applies if data is to produce, furnish or acquired under the order
52.227-17 Rights in Data - Special Works	A	Applies if data is to produce, furnish or acquired under the order
52.227-18 Rights in Data - Existing Works	A	Applies if data is to produce, furnish or acquired under the order
52.227-19 Commercial Computer Software License	A	Applies if data is to produce, furnish or acquired under the order
52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems	A	Applies if data is to produce, furnish or acquired under the order
52.227-22 Major System - Minimum Rights	A	
52.227-23 Rights to Proposal Data (Technical)	A	Applies if data is to produce, furnish or acquired under the order
52.228-5 Insurance - Work on a Government Installation	A	Applies to all orders if working on a gov't installation
52.228-7 Insurance - Liability to Third Persons	R	the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.
52.229-3 Federal, State and Local Taxes	A	Applicable if the contract is (1) to be performed wholly or partly in the United States or its outlying areas; (2) A fixed-price contract is contemplated; and(3) The contract is expected to exceed the simplified acquisition threshold.
52.229-4 Federal, State and Local Taxes (State and Local Adjustments)	A	
52.229-6 Taxes - Foreign Fixed Price Contracts	A	Applies to a fixed-price contract that is greater than the simplified acquisition threshold that provides for furnishing supplies or performing services wholly or partly in a foreign country
52.229-7 Taxes - Fixed Price Contracts with Foreign Governments	A	Applies to a fixed-price contract that is greater than the simplified acquisition threshold that provides for furnishing supplies or performing services with Foreign gov't
52.230-1 Cost Accounting Standards Notices and Certification	A	This notice does not apply to small businesses or foreign governments. Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
52.230-2 Cost Accounting Standards	A	Applicable unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference
52.230-3 Disclosure and Consistency of Cost Accounting Practices	A	Applies when the contract amount is over \$700,000, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix)), unless 52.203-4 is used.
52.230-4 Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns	A	
52.230-6 Administration of Cost Accounting Standards	A	

52.232-1 Payments	R	Applies to orders under fixed prices services
52.233-4 Applicable Law for Breach of Contract Claim.	R	Applies to all orders
52.234-4 Earned Value Management System	R	Applies to all orders
52.239-1 Privacy or Security Safeguards 12/13/2011	A	Applicable in contracts for IT which require security of IT and/or are for design, development, or operation of a system of records using commercial IT services and support services.
52.242-2 Production Progress Reports	A	Applicable to all types, as specified in contract; CO may withhold up to \$25,000 or 5% of the contract (payments) whichever is less, during any delay in furnishing such report.
52.242-13 Bankruptcy	A	Applicable to all contracts exceeding SAT.
52.242-15 Stop-Work Order (in paragraph (a), change "90 days" is modified to read "180 days")	A	Applies if negotiated order for supplies, services or research and development
52.243-1 Changes – Fixed Price	R	Applies to all orders
52.243-2 Changes – Cost Reimbursement	A	Applicable to cost reimbursement contracts for supplies.
52.243-6 Change Order Accounting	A	Applicable to contracts for supply and R&D of significant technical complexity where numerous changes are anticipated.
52.244-2 Subcontracts	A	Applicable to contracts exceeding SAT, unless it was a FFP competitively awarded contract
52.244-5 Competition in Subcontracting	A	Applicable to contracts exceeding SAT, unless it was a FFP competitively awarded contract
52.244-6 Subcontracts for Commercial Items	R	Applies to all orders
52.245-1 Government Property	A	Applies to all orders with government property
52.245-2 Government Property Installation Operation Services	A	Applies to all orders with government property
52.245-9 Use and Charges	A	
52.246-2 Inspection of Supplies-Fixed Price	A	Applies to all orders that exceed \$150,000
52.246-3 Inspection of Supplies-Cost-Reimbursement	A	Applicable to cost reimbursement contracts for supplies, or services that involve the furnishing of supplies. Contractor to provide and maintain inspection system acceptable to Government.
52.246-16 Responsibility for Supplies	A	Applies if Order is for a) supplies, b) services involving the furnishing of supplies, or c) research and development, when a fixed price order is contemplated in excess of \$150,000
52.248-1 Value Engineering	A	Applies to all orders that exceed \$150,000
52.249-2 Termination for Convenience of the Government (Fixed-Price) (in paragraph (c), change "120 days" to "60 days"; in paragraph (e), change "1 year" to "6 months"; in paragraph I, 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)	A	Applies to all orders that exceed \$150,000
52.249-6 Termination (Cost-Reimbursement) (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)	A	Applies to all orders that exceed \$150,000

52.249-8 Default (Fixed-Price Supply and Service) (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)	A	Applies to all orders that exceed \$150,000
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**39. FAR Clauses**

If this Order is FOR a "commercial item" within the meaning of FAR 2.101, the following FAR clauses in effect on the date of the prime contract shall apply.

Provision or Clause	R=Required; A=Required when Applicable	
52.203-3 Gratuities	A	Applies to all orders that exceed \$150,000
52.203-6 Restrictions on Subcontractor Sales to the Government	R	Applies to all orders that exceed \$150,000
52.203-12 Limitation on Payments to Influence Certain Federal Transactions	A	Clause shall be included in solicitations and contracts expected to exceed \$150,000.
52.203-13 Contractor Code of Business Ethics and Conduct	A	Applies to contracts >\$5M and performance period is 120 or more.
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	A	Applies to all solicitations and contracts funded in-whole or in-part with Recovery Act funds.
52.204-2 Security Requirements	A	This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
52.204-6 DUNS Number	R	Applies to all orders
52.204-9 Personal Identify Verification of Contractor Personnel	A	Required when performance requires routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. The clause shall not be used when intermittent access to Federally-controlled facilities is required.
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards	A	Applies in all solicitations and contracts with values of \$500,000,000 or more when the contract will be awarded and performed in the United States.
52.211-14 Notice of Priority Rating for National Defense Use	A	Applicable in solicitations that cite specifications that are not listed in the Index and are available for examination at a specified location.
52.211-15 Defense Priority and Allocation Requirements	A	Applies if order is a rated order
52.212-5 Contract Terms and Conditions Required to Implement Statutes and Executive Orders	A	Applicable only if required to Implement Statutes and Executive Orders
52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data	A	Applicable in solicitations if it is reasonably certain that cost or pricing data or information other than cost or pricing data will be required.
52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications	A	Applicable in solicitations and contracts if it is reasonably certain that cost or pricing data or information other than cost or pricing data will be required for modifications
52.219-8 Utilization of Small Business Concerns	A	Applicable to solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold
52.219-9 Small Business Subcontracting Plan	A	Applicable to Subcontracts over \$650k
52.222-21 Prohibition of Segregated Facilities	A	Applicable when contract is to include FAR 52.222-26
52.222-25 Affirmative Action Compliance	A	Applicable to solicitations for 'other than' construction contracts which include FAR 52.222-26
52.222-26 Equal Opportunity 12/13/2011	A	Only Subparagraph (b) applies
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	A	Applies to all orders that exceed \$100,000
52.222-36 Affirmative Action for Workers With Disabilities	A	Applies to all orders that exceed \$15,000

52.222-40 RESERVED		
52.222-50 Combating Trafficking in Persons	R	Applies to all orders
52.223-6 Drug-Free Workplace	R	Applies to all orders
52.223-11 Ozone-Depleting Substances	A	Applicable in U.S. solicitations and contracts for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances.
52.223-18 Contractor Policy to Ban Text Messaging While Driving	R	Applies to all orders
52.225-1 Buy American Act – Supplies	A	Applies to all orders that exceed \$25,000
52.227-19 Commercial Computer Software License	A	Applicable when contracting (other than from GSA's Multiple Award Schedule contracts) for the acquisition of commercial computer software,
52.244-6 Subcontracts for Commercial Items	R	Applies to all orders
52.245-2 Government Property Installation Operation Services	A	Applies to all orders with government property

**40. DFAR Clauses**

If this Order is not for a "commercial item" within the meaning of FAR 2.101 and is an Order under a contract or subcontract awarded to Buyer under a U.S. Department of Defense Prime Contract, the DFARS clauses in effect on the date of the prime contract shall apply in addition to, or in lieu of, the FAR clauses identified at 38 above:

Provision or Clause
252.203-7000 Requirements Relating to Compensation of Former DoD Officials
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.203-7004 Display of Fraud Hotline Posters
252.204-7000 Disclosure of Information
252.204-7008 Export Controlled Items
252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002 Disclosure of Ownership or Control by a Foreign Government
252.209-7004 Subcontracting With Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.209-7008 Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program
252.209-7009 Organizational Conflict of Interest – Major Defense Acquisition Program
252.211-7000 Acquisition Streamlining
252.211-7003 Item Identification and Valuation
252.215-7000 Pricing of Adjustments
252.215-7002 Cost Estimating System Requirements
252.217-7026 Identification of Sources of Supply
252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
252.219-7004 Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program)
252.222-7000 Restrictions on Employment of Personnel
252.222-7002 Compliance With Local Labor Laws (Overseas)
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7001 Hazard Warning Labels
252.223-7002 Safety Precautions for Ammunition and Explosives
252.223-7003 Change in Place of Performance - Ammunition and Explosives
252.223-7004 Drug-Free Work Force
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7007 Safeguarding

**41. DFAR Clauses**

If this Order is for a "commercial item" within the meaning of FAR 2.101 and is an Order under a contract or subcontract awarded to Buyer under a U.S. Department of Defense Prime Contract, the following DFARS clauses in effect on the date of the prime contract shall apply in addition to, or in lieu of, the FAR clauses identified at 39 above:

Provision or Clause
252.203-7000 Requirements Relating to Compensation of Former DoD Officials
252.212-7001 Terms and Conditions Required for Acquisition of Commercial Items
252.219-7003 Small Business Subcontracting Plan (DoD Contracts)
252.223-7001 Hazard Warning Labels
252.223-7004 Drug Free Work Force
252.223-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7014 Preference for Domestic Specialty Metals, ALT I
252.227-7013 Rights in Technical Data - Noncommercial Items (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.)
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.)
252.227-7015 Rights in Technical Data - 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.)
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.")
252.227-7037 Validation of Restrictive Markings on Technical Data (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.)
252.227-7038 Patent Rights - Ownership by the Contractor
12/13/2011 Revision 20
252.227-7039 Patents - Reporting of Subject Inventions
252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel
252.237-7019 Training for Contractor Personnel Interacting with Detainees
252.244-7000 Subcontracts For Commercial Items and Commercial Components
252.246-7003 Notification of Potential Safety Issues
252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
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 (c) and "30" to "25" in paragraph (d); 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 that supplies . . .")