

# FEDERAL ACQUISITION REGULATIONS (FAR) AND DEFENSE FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES AND PROVISIONS

The following clauses set forth in the FAR and DFARS as in effect on the date of this purchase order, unless otherwise noted, are incorporated herein by reference. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by its corresponding note, if any. ETI Tech, LLC shall include the appropriate FAR and DFARS clauses as required in any lower-tier subcontract. Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR "Disputes" clause, the dispute shall instead be disposed of in accordance with the clause entitled "Disputes" in these terms and conditions. Where necessary to derive proper meaning in a subcontract situation from these clauses, "Contractor" means "Seller," "Contracting Officer" means "Buyer", "Contract" means this Order, and "Government" means "Buyer or the Government". However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-1, 52.227-2, and DFARS 252.227-7013 and 252.227-7014.

Clause	FAR Reference
<b>Gratuities</b>	<b>52.203-3</b>
NOTE: As used in this clause, "Government" means "Buyer" (except "Government" means "Buyer or Government" in the phrase "to any Officer, official or employee of the Government"), "hearing" means opportunity to be heard, and "in any competent court", means "pursuant to the Disputes Clause contained herein."	
<b>Restrictions on Subcontractor Sales to the Government</b>	<b>52.203-6</b>
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
<b>Anti-Kickback Procedures</b>	<b>52.203-7</b>
NOTE: The substance of this clause, except subparagraph (c)(1), is applicable to any Order and all lower-tier subcontracts which exceed \$150,000. Seller shall immediately notify Buyer of any alleged violations involving any of Buyer's or Seller's employees.	
<b>Limitation on Payments to Influence Certain Federal Transactions</b>	<b>52.203-12</b>
NOTE: Applicable to any Order greater than \$150,000.	
<b>Contractor Code of Business Ethics and Conduct</b>	<b>52.203-13</b>
NOTE: Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days.	
NOTE: Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Seller, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the Prime Contract under which this Order is being issued, with a copy to the Contracting Officer of the Prime Contract.	
<b>Display of Hotline Poster(s)</b>	<b>52.203-14</b>
NOTE: Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days (commercial items exempt).	
<b>Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009</b>	<b>52.203-15</b>
<b>Preventing Personal Conflicts of Interest</b>	<b>52.203-16</b>
NOTE: Applicable to any Order greater than \$150,000	
<b>Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights</b>	<b>52.203-17</b>
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
<b>Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements - Representation</b>	<b>52.203-18</b>
NOTE: This is not applicable to solicitations for a personal services contract with an individual if the services are to be performed entirely by the individual, rather than by an employee of the contractor or a subcontractor.	
<b>Prohibition on Requiring Certain Internal Confidentiality Agreements and Statements</b>	<b>52.203-19</b>
NOTE: Applicable in all solicitations and resultant contracts, other than personal contracts with individuals	
<b>Security Requirements</b>	<b>52.204-2</b>
NOTE: Delete paragraph (c).	
NOTE: Applicable if this Order involves access to Classified Information.	
<b>Personal Identity Verification of Contractor Personnel</b>	<b>52.204-9</b>
<b>Reporting Executive Compensation and First-Tier Subcontract Awards</b>	<b>52.204-10</b>
<b>Basic Safeguarding of Covered Contractor Information Systems</b>	<b>52.204-21</b>
NOTE: Applicable to all Orders at any tier for other than commercially available off-the-shelf items.	
<b>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</b>	<b>52.204-23</b>
<b>Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment</b>	<b>52.204-24</b>
NOTE: Not including (b)(2) or (d)(2).	
<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment</b> NOTE: Pursuant to (e), not including (b)(2).	<b>52.204-25</b>
<b>Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment</b>	<b>52.209-6</b>
<b>Material Requirements</b>	<b>52.211-5</b>
<b>Defense Priority and Allocation Requirements</b>	<b>52.211-15</b>
NOTE: Clause is applicable unless this Order provides no DPAS rating.	
<b>Audit and Records – Negotiation</b>	<b>52.215-2</b>
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
<b>Price Reduction for Defective Certified Cost or Pricing Data</b>	<b>52.215-10</b>

NOTE: Applicable to any Order when cost or pricing data are required.	
<b>Price Reduction for Defective Certified Cost or Pricing Data - Modifications</b>	<b>52.215-11</b>
NOTE: Applicable if FAR 52.215-10 is not applicable to this Order.	
<b>Subcontractor Certified Cost or Pricing Data</b>	<b>52.215-12</b>
NOTE: Applicable to any Order when cost or pricing Data are required.	
<b>Subcontractor Certified Cost or Pricing Data - Modifications</b>	<b>52.215-13</b>
NOTE: Applicable if FAR 52.215-12 is not applicable to this Order.	
<b>Integrity of Unit Prices</b>	<b>52.215-14</b>
NOTE: Delete paragraph (b)	
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
<b>Pension Adjustments and Asset Reversions</b>	<b>52.215-15</b>
NOTE: Applicable to any Order when cost or pricing Data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.	
<b>Facilities Capital Cost of Money</b>	<b>52.215-16</b>
NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed Facilities Capital Cost of Money in its offer.	
<b>Waiver of Facilities Capital Cost of Money</b>	<b>52.215-17</b>
NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose Facilities Capital Cost of Money in its offer.	
<b>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions</b>	<b>52.215-18</b>
NOTE: Applicable to any Order when cost or pricing Data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.	
<b>Notification of Ownership Changes</b>	<b>52.215-19</b>
NOTE: Applicable to any Order when cost or pricing Data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.	
<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</b>	<b>52.215-20</b>
<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications</b>	<b>52.215-21</b>
<b>Limitation on Pass-Through Charges</b>	<b>52.215-23</b>
NOTE: Applicable to any Order when the total estimated Order value exceeds the threshold for obtaining cost or pricing Data in FAR 15.403- 4 and the contemplated contract type is expected to be any contract type except those contract types listed in FAR 15.408(n)(2)(i)(B)(2). Seller shall notify Buyer in writing if:	
(1) Seller changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under this Order. The notification shall identify the revised cost of the subcontract effort and shall include verification that Seller will provide added value; or	
(2) Any subcontractor changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).	
<b>Incentive Price Revision – Firm Target</b>	<b>52.216-16</b>
NOTE: Applicable to any FPIF Order or line item.	
<b>Incentive Price Revision – Successive Targets</b>	<b>52.216-17</b>
NOTE: Applicable to any FPIS Order or line item	
<b>Utilization of Small Business Concerns</b>	<b>52.219-8</b>
NOTE: Applicable unless contract is for personal services, or the contract, together with all of its subcontracts, will be performed entirely outside the U.S. and its outlying areas.	
<b>Small Business Subcontracting Plan</b>	<b>52.219-9</b>
NOTE: Applicable to any Order greater than \$750,000 or lower threshold if effective under older higher-tier contract.	
<b>Notice to the Government of Labor Disputes</b>	<b>52.222-1</b>
<b>Contract Work Hours and Safety Standards – Overtime Compensation</b>	<b>52.222-4</b>
NOTE: Applicable to Orders at any tier greater than \$150,000.	
<b>Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000.</b>	<b>52.222-20</b>
NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.	
<b>Prohibition of Segregated Facilities</b>	<b>52.222-21</b>
NOTE: Applicable if Equal Opportunity clause has been determined to apply to this Order.	
<b>Equal Opportunity</b>	<b>52.222-26</b>
NOTE: Applicable only (i) if this Order is not exempted by Secretary of Labor under Executive Order 11246 as amended per FAR 22.807, and (ii) then only with respect to provisions of subparagraphs (b) (1) through (b)(11) [binding Seller thereto].	
<b>Equal Opportunity for Veterans</b>	<b>52.222-35</b>
NOTE: Applicable to any Order of \$150,000 or more.	
NOTE: The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. <b>Buyer and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.</b>	
<b>Equal Opportunity for Workers With Disabilities</b>	<b>52.222-36</b>

NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.

NOTE: The clause at 41 CFR 60-741.5(a) is incorporated herein by reference. **Buyer and Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

<b>Employment Reports on Veterans</b>	<b>52.222-37</b>
NOTE: Applicable to any Order at or over the Simplified Acquisition Threshold.	
<b>Compliance with Veterans' Employment Reporting Requirements</b>	<b>52.222-38</b>
NOTE: Applicable to any Order over the Simplified Acquisition Threshold and not for the acquisition of commercial items.	
<b>Notification of Employee Rights Under the National Labor Relations Act</b>	<b>52.222-40</b>
NOTE: Applicable to any Order greater than \$10,000	
<b>Service Contract Labor Standards</b>	<b>52.222-41</b>
NOTE: Applicable only to the extent that such clause is in Buyer's higher-tier contract and this Order is subject to the Service Contract Labor Standards statute.	
<b>Combating Trafficking in Persons</b>	<b>52.222-50</b>
<b>Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements</b>	<b>52.222-51</b>
<b>Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements</b>	<b>52.222-53</b>
<b>Employment Eligibility Verification</b>	<b>52.222-54</b>
NOTE: Applicable to any Order greater than \$3,500 with a period of performance of 120 days or greater.	
<b>Minimum Wages Under Executive Order 13658</b>	<b>52.222-55</b>
NOTE: Applicable to Orders subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute	
<b>Certification Regarding Trafficking in Persons Compliance Plan</b>	<b>52.222-56</b>
<b>Hazardous Material Identification and Material Safety Data</b>	<b>52.223-3</b>
NOTE: Entry is considered to be "none" unless Seller explicitly states otherwise within its quotation or proposal. ALT I applies if procurement is for other than the Department of Defense.	
<b>Notice of Radioactive Materials</b>	<b>52.223-7</b>
<b>Ozone-Depleting Substances</b>	<b>52.223-11</b>
<b>Encouraging Contractor Policies to Ban Text Messaging While Driving</b>	<b>52.223-18</b>
<b>Privacy Act</b>	<b>52.224-2</b>
<b>Buy American – Supplies</b>	<b>52.225-1</b>
<b>Duty-Free Entry</b>	<b>52.225-8</b>
NOTE: Applicable only if such clause is contained in Buyer's higher-tier contract under which any reduced duty-free entry thresholds shall apply. Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days".	
<b>Restrictions on Certain Foreign Purchases</b>	<b>52.225-13</b>
NOTE: Clause is applicable if purchased item is other than commercial item or component per clause at FAR 52.244-6.	
<b>Contractors Performing Private Security Functions Outside the United States</b>	<b>52.225-26</b>
<b>Authorization and Consent</b>	<b>52.227-1</b>
NOTE: Applicable only if contained in the controlling Prime Contract and to any Order greater than the simplified acquisition threshold.	
<b>Notice and Assistance Regarding Patent and Copyright Infringement</b>	<b>52.227-2</b>
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
<b>Refund of Royalties</b>	<b>52.227-9</b>
<b>Filing of Patent Applications – Classified Subject Matter</b>	<b>52.227-10</b>
<b>Patent Rights – Ownership by the Contractor</b>	<b>52.227-11</b>
<b>Insurance – Work on a Government Installation</b>	<b>52.228-5</b>
NOTE: Applicable on any Order that requires work on a Government installation.	
<b>Cost Accounting Standards</b>	<b>52.230-2</b>
<b>Disclosure and Consistency of Cost Accounting Practices</b>	<b>52.230-3</b>
<b>Administration of Cost Accounting Standards</b>	<b>52.230-6</b>
<b>Interest</b>	<b>52.232-17</b>
<b>Unenforceability of Unauthorized Obligations</b>	<b>52.232-39</b>
<b>Providing Accelerated Payments to Small Business Subcontractors</b>	<b>52.232-40</b>
<b>Industrial Resources Developed Under Defense Production Act Title III</b>	<b>52.234-1</b>
NOTE: Applicable only if this Order is identified elsewhere herein as stemming from a major system Prime Contract.	
<b>Accident Prevention</b>	<b>52.236-13</b>
<b>Protection of Government Buildings, Equipment, and Vegetation</b>	<b>52.237-2</b>
NOTE: Applicable to any work performed on a Government installation. "Government" thereunder means Buyer, Prime Contractor [if not Buyer], and any upper-tier subcontractor.	
<b>Bankruptcy</b>	<b>52.242-13</b>
NOTE: Any such notification shall be to Buyer. After "for all Government contracts," insert "with Seller".	
<b>Stop-Work Order</b>	<b>52.242-15</b>

NOTE: The 90 day period in the first and fourth sentences of paragraph (a) is changed to 120 days.

Competition In Subcontracting	52.244-5
<b>Subcontracts for Commercial Items</b>	52.244-6
<b>Government Property or Alternate 1</b>	52.245-1
NOTE 1: Applicable to any Order if Government property is furnished to Seller.	
NOTE 2: The basic clause (non-Alt 1 version) applies in most instances except for conditions referenced in Note 3 below.	
NOTE 3: The Alternate 1 version of FAR 52.245-1 shall apply if; this Order was issued to Seller as a Firm Fixed Price type contracts not awarded on the basis of submission of certified cost or pricing Data, Buyer's Prime Contract contains the Alternate 1 provisions, or if Seller has a disapproved property control system at the time of Order award. Under the Alternate 1 clause Seller shall assume Full Risk of Loss for Government Property under Seller's accountability during performance of this Order	
NOTE: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer".	
The following is added as paragraph (n): "Contractor shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system". In the event of any of the aforementioned conditions Seller shall immediately assume Full Risk of Loss for all loss or damage to Government property commencing on the day Seller's property system approval was withdrawn or rescinded."	
<b>Inspection of Supplies - Fixed-Price</b>	52.246-2
<b>Inspection of Services - Fixed-Price</b>	52.246-4
<b>Preference for U.S. - Flag Air Carriers</b>	52.247-63
NOTE: Applicable to any Order and lower-tier subcontracts that involve international air transportation and are greater than the simplified acquisition threshold.	
<b>Preference for Privately Owned U.S. - Flag Commercial Vessels</b>	52.247-64
<b>Value Engineering</b>	52.248-1
NOTE: Applicable to any Order of \$150,000 or more except as specified in FAR 48.201(a).	
NOTE: In paragraph (j), "Contracting Officer" means the U.S.G. Contracting Officer, and, in the legend of paragraph (m), "Government" means both the U.S.G. and Buyer. DOD deviation applies if this Order stems from higher-tier contract with DOD.	

Clause	DFARS Reference
<b>Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies</b>	252.203-7001
NOTE: Applicable to all first-tier Orders greater than the simplified acquisition threshold.	
<b>Requirement to Inform Employees of Whistleblower Rights</b>	252.203-7002
<b>Agency Office of the Inspector General</b>	252.203-7003
NOTE: Applicable when Order contains FAR 52.203-13, Contractor Code of Business Ethics and Conduct.	
<b>Display of Fraud Hotline Poster(s)</b>	252.203-7004
NOTE: Applicable to Orders greater than \$6,000,000, except for Orders for commercial items or lower-tier subcontracts performed entirely outside the U.S.	
<b>Disclosure of Information</b>	252.204-7000
<b>Anti-Terrorism Awareness Training for Contractors</b>	252.204-7004
NOTE: Applicable when performance requires routine physical access to a Federally-controlled facility or military installation. Information and guidance pertaining to DoD antiterrorism awareness training is available at <a href="https://iko.jten.mil/">https://iko.jten.mil/</a> or as otherwise identified in the performance work statement.	
<b>Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information</b>	252.204-7009
<b>Safeguarding Covered Defense Information and Cyber Incident Reporting</b>	252.204-7012
NOTE: Applicable to all Orders, at any tier, including orders for commercial items, for operationally critical support, or for which performance will involve covered defense information, unless the Order is solely for commercially available off-the-shelf items.	
<b>Limitations on the Use or Disclosure of Information by Litigation Support Contractors</b>	252.204-7014
<b>Notice of Authorized Disclosure of Information by Litigation Support</b>	252.204-7015
<b>Covered Defense Telecommunications Equipment or Services - Representations</b>	252.204-7016
<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services - Representation</b>	252.204-7017
<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services</b>	252.204-7018
<b>Notice of NIST SP 800-171 DoD Assessment Requirements</b>	252.204-7019
<b>NIST SP 800 171 DoD Assessment Requirements</b>	252.204-7020
<b>Intent to Furnish Precious Metals as Government-Furnished Materials</b>	252.208-7000
NOTE: Applicable to any Orders and all lower-tier subcontracts unless it is known that the item being purchased contains no precious metals.	
<b>Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.</b>	252.209-7004
NOTE: Applicable to any Order of \$150,000 or more	
<b>Small Business Subcontracting Plan (DOD Contracts)</b>	252.219-7003
NOTE: Applicable to any Order anticipated to be valued at \$750,000 or lower threshold if effective under older, higher-tier contract.	
<b>Restrictions on the Use of Mandatory Arbitration Agreements</b>	252.222-7006

NOTE: Failure to comply with this provision will be considered a material breach and, at the sole discretion of Buyer, may result in termination for default or cause.	
<b>Hazard Warning Labels</b>	<b>252.223-7001</b>
NOTE: Applicable to any Order which requires delivery of hazardous materials.	
<b>Safety Precautions for Ammunition and Explosives</b>	<b>252.223-7002</b>
NOTE: Applicable to any Order involving articles furnished containing ammunition or explosives. Government safety representatives may evaluate Seller compliance.	
<b>Change in Place of Performance - Ammunition and Explosives</b>	<b>252.223-7003</b>
NOTE: Applicable if DFARS 252.223-7002 applies to this Order.	
<b>Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials</b>	<b>252.223-7006</b>
NOTE: Applicable if prime contract requires, may require, or permits contractor access to a DoD installation.	
<b>Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives</b>	<b>252.223-7007</b>
NOTE: Applicable to any Order and all lower-tier subcontracts involving arms, ammunition and explosives.	
<b>Prohibition of Hexavalent Chromium</b>	<b>252.223-7008</b>
NOTE: Applicable to any Order for Products, maintenance and repair Services, or construction materials unless the exceptions listed in DFARS 223.7304 apply.	
<b>Buy American and Balance of Payments Program</b>	<b>252.225-7001</b>
<b>Qualifying Country Sources As Subcontractors</b>	<b>252.225-7002</b>
<b>Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies</b>	<b>252.225-7007</b>
<b>Restriction on Acquisition of Certain Articles Containing Specialty Metals</b>	<b>252.225-7009</b>
NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted.	
NOTE: Upon Seller notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.	
<b>Preference for Certain Domestic Commodities</b>	<b>252.225-7012</b>
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
<b>Duty – Free Entry</b>	<b>252.225-7013</b>
<b>Restriction on Acquisition of Hand or Measuring Tools</b>	<b>252.225-7015</b>
<b>Restriction on Acquisition of Ball and Roller Bearings</b>	<b>252.225-7016</b>
NOTE: Applicable to any Order and all lower-tier subcontracts if Product supplied contains ball or roller bearings.	
<b>Trade Agreements</b>	<b>252.225-7021</b>
<b>Restriction on Acquisition of Forgings</b>	<b>252.225-7025</b>
<b>Exclusionary Policies and Practices of Foreign Governments</b>	<b>252.225-7028</b>
<b>Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate</b>	<b>252.225-7030</b>
<b>Waiver of United Kingdom Levies</b>	<b>252.225-7033</b>
<b>Buy American – Free Trade Agreements – Balance of Payments Program</b>	<b>252.225-7036</b>
<b>Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States</b>	<b>252.225-7040</b>
NOTE: Applicable to all Orders where subcontractor personnel are supporting U.S. Armed Forces deployed outside the U.S.	
<b>Antiterrorism/Force Protection for Defense Contractors Outside the United States</b>	<b>252.225-7043</b>
<b>Export Controlled Items</b>	<b>252.225-7048</b>
<b>Restriction on Acquisition of Certain Magnets and Tungsten</b>	<b>252.225-7052</b>
<b>Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns</b>	<b>252.226-7001</b>
<b>Rights in Technical Data - Noncommercial Items</b>	<b>252.227-7013</b>
<b>Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation</b>	<b>252.227-7014</b>
<b>Technical Data - Commercial Items</b>	<b>252.227-7015</b>
<b>Rights in Bid or Proposal Information</b>	<b>252.227-7016</b>
<b>Validation of Asserted Restriction - Computer Software</b>	<b>252.227-7019</b>
<b>Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends</b>	<b>252.227-7025</b>
<b>Deferred Delivery of Technical Data or Computer Software</b>	<b>252.227-7026</b>
<b>Deferred Ordering of Technical Data or Computer Software</b>	<b>252.227-7027</b>
<b>Technical Data - Withholding of Payment</b>	<b>252.227-7030</b>
<b>Validation of Restrictive Markings on Technical Data</b>	<b>252.227-7037</b>
<b>Patent Rights - Ownership by the Contractor (Large Business)</b>	<b>252.227-7038</b>
<b>Patents - Reporting of Subject Inventions</b>	<b>252.227-7039</b>
<b>Ground and Flight Risks</b>	<b>252.228-7001</b>
NOTE: Applicable if included in Buyer's higher-tier contract.	
<b>Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles</b>	<b>252.228-7005</b>
<b>Supplemental Cost Principles</b>	<b>252.231-7000</b>
<b>Frequency Authorization and Alternate I</b>	<b>252.235-7003</b>
NOTE: Authorization shall be through or coordinated with Buyer's Authorized Representative.	
<b>Protection Against Compromising Emanations</b>	<b>252.239-7000</b>
NOTE: Applicable to Orders for computer equipment or systems to process Classified Information.	
<b>Cloud Computing Services</b>	<b>252.239-7010</b>

<b>Telecommunications Security Equipment, Devices, Techniques and Services</b>	<b>252.239-7016</b>
<b>Pricing of Contract Modifications</b>	<b>252.243-7001</b>
<b>Requests for Equitable Adjustment</b>	<b>252.243-7002</b>
<b>Subcontracts for Commercial Items</b>	<b>252.244-7000</b>
<b>Warranty of Data</b>	<b>252.246-7001</b>
<b>Notification of Potential Safety Issues</b>	<b>252.246-7003</b>
<b>Contractor Counterfeit Electronic Part Detection and Avoidance System</b>	<b>252.246-7007</b>
NOTES: The provision of paragraphs (a) – (e), including its definition of “electronic parts,” are incorporated herein by reference.	
<b>Sources of Electronic Parts</b>	<b>252.246-7008</b>
NOTES: This clause is applicable to all orders for electronic parts or assemblies containing electronic parts.	
<b>Transportation of Supplies by Sea</b>	<b>252.247-7023</b>
NOTE: Applicable in any Order and all lower-tier subcontracts for ocean transportation of supplies. Paragraphs (f) and (g) shall not apply if this Order or any lower-tier subcontract is at or below the simplified acquisition threshold.  NOTE: Paragraph (c), first sentence has been modified as to read "Seller and its subcontractors may request that Buyer obtain Government authorization for shipment. . ." "45" is changed to "60" days in paragraph (d) and "30" to "20" in paragraph (e). In paragraph (e), delete "and the division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590." In paragraph (g) "for the purposes of the Prompt Payment clause of this contract" is deleted.  NOTE: Seller agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Seller's failure to comply with the requirements of this clause.	
<b>Notification of Anticipated Contract Termination or Reduction</b>	<b>252.249-7002</b>

Developed from CTM-P-ST-001 (Rev. 10/05/2021)