

NORDAM'S ADDITIONAL TERMS AND CONDITIONS FOR U.S. GOVERNMENT PROGRAMS

In addition to NORDAM Purchase Order Terms and Conditions, the following terms and conditions are incorporated into each Purchase Order ("Order") issued by NORDAM ("Buyer") to support a U.S. government prime contract or sub-contract. The entity to which the Order is issued is referred to as "Seller."

The Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) clauses and other provisions identified below, including the notes following the citations, are incorporated by reference with the same force and effect as if they were given in full text and shall apply to the Order as required by the terms of Buyer's contract or by operation of law or regulation. The effective version of each FAR and DFARS clause shall be the same version as that which appears in Buyer's contract under which this Order is a subcontract. Except as noted after each clause identified below, whenever necessary to make the context of the FAR and DFARS clauses applicable, the terms: "Contractor" and "offeror" mean "Seller"; "Contracting Officer" means "Buyer"; "Contract" means this "Order"; "Government" means "Buyer or the Government." 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 U.S. Government, and to enable Buyer to meet its obligations under its contract. 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, 52.227-11 and DFARS 252.225-7000, 252.225-7001, 252.227-7013, 252.227-7014, 252.227-7015, 252.227-7016, 252.227-7019, 252.227-7025, 252.227-7026, 252.227-7027, 252.227-7028, 252.227-7037, 252.227-7039, 252.246-7001 and as otherwise set forth in the notes following the citations. Seller shall include these clauses in each of its subcontracts without alteration except (a) to identify the parties, and (b) as otherwise noted.

1. 52.202-1 Definitions
2. 52.203-2 Certificate of Independent Price Determination
3. 52.203-3 Gratuities
4. 52.203-5 Covenant Against Contingent Fees (This clause applies if the Order is not for acquisition of a commercial item and exceeds \$150,000.)
5. 52.203-6 Restrictions on Subcontractor Sales to the Government (This clause applies if the Order exceeds \$150,000.) (Alternate I applies if the Order is for acquisition of a commercial item.)
6. 52.203-7 Anti-kickback Procedures (This clause applies if the Order exceeds \$150,000, except that Paragraph (c)(1) of this clause does not apply to this Order. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the Prime Contract level or has directed Buyer to withhold any sum from the Seller, Buyer may . . .")
7. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
8. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (This clause applies if the Order is not for acquisition of a commercial item and exceeds \$150,000.)
9. 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
10. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (This clause applies if the Order exceeds \$150,000.)
11. 52.203-13 Contractor Code of Business Ethics and Conduct (This clause applies if the Order exceeds \$5,000,000 and has a performance of more than 120 days. All disclosures of the civil

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False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.)

12. 52.203-14 Display of Hotline Poster(s) (This clause applies if this Order exceeds \$5,000,000 and the Government agency involved has a fraud hotline poster. This clause does not apply, however, if this Order is for the acquisition of a commercial item or will be performed entirely outside the U.S.)
13. 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (This clause applies if this Order is funded in whole or in part with funds from the Recovery Act.)
14. 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (This clause applies if the Order exceeds \$150,000.)
15. 52.204-2 Security Requirements (This clause applies if the Order involves access to classified information.)
16. 52.204-3 Taxpayer Identification
17. 52.204-6 Data Universal Numbering System Number (Jul 2013) (This clause applies to Orders that do not contain the provision at 52.204-7, System for Award Management, or meet a condition at 4.605(c)(2).)
18. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (This clause applies if the Order exceeds \$25,000.)
19. 52.209-5 Certification Regarding Debarment, Suspension, proposed Debarment, and Other Responsibility Matters
20. 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (The clause applies if the Order exceeds \$30,000 and is not for commercially available off-the-shelf items.)
21. 52.209-7 Information Regarding Responsibility Matters
22. 52.211-5 Material Requirements (This clause applies if the Order is not for a commercial item.)
23. 52.211-14 Notice of Priority Rate for National Defense (This clause applies if Buyer's contract is a rated order.)
24. 52.211-15 Defense Priority and Allocation Requirements (This clause applies if Buyer's contract is a rated order.)
25. 52.215-2 Audit and Records – Negotiation (This clause applies if this Order exceeds \$150,000 and this Order is one for which cost or pricing data is requested.)
26. Cost or Pricing Data—
 - a. **Seller's Certification.** By accepting this Order, the Seller certifies:
 - (i) If the price of this Order exceeds \$700,000 when entered into, the Seller shall submit, actually or by specific identification in writing, cost or pricing data.

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(ii) Prior to the pricing of any Order change or modification which involves aggregate price increases and/or decreases exceeding \$700,000, Seller shall submit, actually or by specific identification in writing, cost or pricing data.

(iii) The submissions referenced in the two subsections immediately above (26.a.(i) and 26.a.(ii)) are not required where the price is based on (a) adequate price competition, (b) established catalog or market prices of commercial items sold in substantial quantities to the general public, (c) prices set by law or regulations, or (d) the acquisition of a commercial item or modification to a commercial item.

(iv) With respect to subsection 26.a.(i), Seller has certified, and with respect to subsection 26.a.(ii), Seller shall certify, in substantially the same form prescribed in FAR § 15.406-2, entitled "Certificate of Current Cost or Pricing Data," that to the best of Seller's knowledge and belief, the cost and pricing data submitted under subsections 26.a.(i) and 26.a.(ii) are accurate, complete and current as of the date of agreement on the negotiated price of this Order or any Order change or modification.

b. Price Reduction For Defective Data.

(i) If the Government Contracting Officer under the Prime Contract determines that any price, including profit, negotiated in connection with such Prime Contract, or any cost reimbursable under such Prime Contract, was increased by any sum because Seller, or any subcontractor of Seller, pursuant to the terms or conditions of this Order, furnished incomplete or inaccurate cost or pricing data or data not current as certified in Seller's Certificate of Current Cost or Pricing Data, and if such Prime Contract price, including profit, or any cost reimbursable under such Prime Contract, shall be reduced by reason thereof; then, in such event, the price negotiated in connection with this Order shall be reduced accordingly, and this Order shall be modified in writing to reflect such reduction, and any amount paid Seller by Buyer in excess of the amount due Seller under this Order after said reduction is made shall be promptly paid by Seller to Buyer upon demand.

(ii) In the event of any price reduction pursuant to this section, Seller shall be bound by the determination of the Government Contracting Officer, provided that Buyer shall have promptly notified Seller of the decision of the Contracting Officer reducing the Prime Contract price; and, if timely requested by Seller, Buyer shall have appealed such decision in accordance with the "Disputes" section of this Order (Section 25 of the NORDAM Purchase Order Terms and Conditions) and shall have taken such further action as may be required under that section and this section. Excluded from such reduction, however, shall be Buyer's burden and profit or fee applied to defective cost and pricing data of Seller and its subcontractors and suppliers.

27. 52.215-10 Price Reduction For Defective Certified Cost or Pricing Data (This clause applies if the Order exceeds \$700,000 and this Order is one for which cost or pricing data is required in connection with the initial award.) In Paragraph (c), the term "Contracting Officer" does not change. The Seller shall provide cost or pricing data and execute a "Certificate of Current Cost or Pricing Data" in the form prescribed in FAR 15.406-2. In addition to any remedies provided by law, if the Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or exposure (excluding Buyer's overhead and profit resulting from such failure.)
28. 52.215-11 Price Reduction For Defective Certified Cost or Pricing Data - Modification (Same comments apply for this clause as for FAR 52.215-10, except that in Paragraph (d) the term "Contracting Officer" does not change.)

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29. 52.215-12 Subcontractor Cost or Pricing Data (Same comments apply for this clause as for FAR 52.215-10.)
30. 52.215-13 Subcontractor Cost or Pricing Data - Modification (Same comments apply for this clause as for FAR 52.215-10.)
31. 52.215-14 Integrity of Unit Prices (This clause applies if the Order exceeds \$150,000.)
32. 52.215-15 Pension Adjustments and Asset Reversions. (This clause applies if cost or pricing data is required under the Order or pre-award or post-award cost determinations will be subject to FAR Part 31.)
33. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions. (Same comments apply for this clause as for 52.215-15.)
34. 52.215-19 Notification of Ownership Changes (This clause is applicable only if cost or pricing data is required or when pre-award or post award-cost determinations will be subject to FAR Subpart 31.2.)
35. 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (This clause applies if cost or pricing data or information other than cost or pricing data will be required.)
36. 52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications (Same comments apply for this clause as for 52.215-20.)
37. 52.215-23 Limitations on Pass-Through Charges
38. 52.217-6 Option for Increased Quantity (This clause does not apply to Orders for services.)
39. 52.217-7 Option for Increased Quantity—Separately Priced Line Item (This clause does not apply to Orders for services.)
40. 52.219-8 Utilization of Small Business Concerns
41. 52.219-9 Small Business Subcontracting Plan (This clause applies if the Order offers subcontracting opportunities that exceed \$650,000, and this clause does not apply to small business concerns.)
42. 52.219-16 Liquidated Damages – Subcontracting Plan (This clause applies only to Orders to which 52.219-9 applies.)
43. 52.222-1 Notice to the Government of Labor Disputes
44. 52.222-3 Convict Labor
45. 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (The Buyer may withhold or recover from the Seller any sums the Buyer's customer or Contracting Officer withholds or recovers from Buyer because of a violation or a provision of this clause by the Seller or Seller's subcontractor.)
46. 52.222-11 Subcontracts (Labor Standards) (This clause applies if the Order is for construction within the United States.)

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47. 52.222-19 Child Labor – Cooperation with Authorities and Remedies
48. 52.222-20 Walsh-Healy Public Contracts Act
49. 52.222-21 Prohibition of Segregated Facilities
50. 52.222-22 Previous Contracts and Compliance Reports
51. 52.222-25 Affirmative Action Compliance
52. 52.222-26 Equal Opportunity
53. 52.222-29 Notification of Visa Denial
54. 52.222-35 Equal Opportunity for Veterans (This clause applies if the Order exceeds \$100,000 except when the work is performed outside the U.S. by employees recruited outside the U.S.)
55. 52.222-36 Affirmative Action for Workers with Disabilities (This clause applies if the Order exceeds \$15,000. Paragraph (b)(2) is revised to delete “provided by or through the Contracting Officer” and to insert “provided upon request of the Contracting Officer through Buyer.”)
56. 52.222-37 Employment Reports on Veterans (This clause applies if the Order includes 52.222-35.)
57. 52.222-38 Compliance with Veterans’ Employment Reporting Requirements (This clause applies if the Order exceeds \$150,000 and the Order is not for acquisition of commercial items.)
58. 52.222-40 Notification of Employee Rights under National Labor Relations Act (This clause applies if the Order exceeds \$10,000 and the Order will be performed wholly or partially in the United States.)
59. 52.222-41 Service Contract Act of 1965
60. 52.222-50 Combating Trafficking in Persons
61. 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance Calibration, or Repair of Certain Equipment
62. 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements
63. 52.222-54 Employment Eligibility Verification (This clause applies if the Order exceeds \$150,000 except the clause does not apply to Orders for commercially available off-the-shelf (COTS) items. The Seller is to flow down this clause, if applicable, to all subcontracts over \$3,000 for services except services related to COTS or only for work that will be performed outside the U.S.)
64. 52.222-55 Minimum Wages Under Executive Order 13658
65. 52.223-3 Hazardous Material Identification and Material Safety Data (This clause applies if the Order will require delivery of hazardous materials.)
66. 52.223-6 Drug-Free Workplace

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67. 52.223-11 Ozone Depleting Substances (This clause applies if the Order is for a Product that may contain or be manufactured with an ozone-depleting substance.)
68. 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
69. 52.225-1 Buy American Act - Supplies
70. 52.225-8 Duty-Free Entry (This clause does not apply when DFARS 252.225-7013 applies.)
71. 52.225-13 Restrictions on Certain Foreign Purchases
72. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification
73. 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (This clause applies if the Order exceeds \$25,000.)
74. 52.227-1 Authorization and Consent (This clause applies if the Order exceeds \$150,000, except this clause does not apply when both complete performance and delivery are outside the U.S.)
75. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Same comments apply for this clause as for FAR 52.227-1.)
76. 52.227-9 Refund of Royalties (This clause applies if royalties paid by the Seller may be included in the price set forth in this Order.)
77. 52.227-10 Filing of Patent Applications Classified Subject Matter (This clause applies if the Order covers or is likely to cover classified subject matter.)
78. 52.227-11 Patent Rights – Ownership by Contractor (This clause applies if the Order is for experimental, developmental, or research work and another patents rights clause does not apply.)
79. 52.228-5 Insurance – Work on a Government Installation
80. 52.229-3 Federal, State and Local Taxes
81. 52.230-1 Cost Accounting Standards Notices and Certifications (This clause does not apply to small businesses or foreign governments. If this Order exceeds \$500,000, the Seller will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), unless exempt as specified in 48 CFR 9903.201-1.)
82. 52.230-2 Cost Accounting Standards (This clause applies unless the Order is exempted (see 48 CFR 9903.201-1) or the Order is subject to modified CAS coverage (see 48 CFR 9903.201-2)).
83. 52.230-3 Disclosure and Consistency of Cost Accounting Practices (This clause applies unless the Order is exempted (see 48 CFR 9903.201-1) or the Seller certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2)).
84. 52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (This clause applies if the Order is subject to CAS.)
85. 52.232-17 Interest

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86. 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (This clause applies if the Seller is a small business.)
87. 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
88. 52.237-08 Restriction On Severance Payments To Foreign Nationals
89. 52.242-13 Bankruptcy
90. 52.244-5 Competition in Subcontracting
91. 52.244-6 Subcontracts for Commercial Items (This clause applies if the Order is for a "commercial item" as defined in FAR 2.101.)
92. 52.245-1 Government Property (Fixed-Price Contracts), Alternate 1
93. 52.247-63 Preference for U.S.- Flag Air Carriers
94. 52.247-64 Preference for Privately Owner U.S.-Flag Commercial Vessels (This clause applies if the Order may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954.)
95. 52.248-1 Value Engineering
96. 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
97. 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
98. 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
99. 252.203-7004 Display of Fraud Hotline Posters
100. 252.203-7005 Representation Relating to Compensation of Former DoD Officials
101. 252.204-7012 Safeguarding of Unclassified Controlled Technical Information
102. 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors
103. 252.204-7015 Disclosure of Information to Litigation Support Contractors
104. 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (This clause applies if the Product contains precious metals.)
105. 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material
106. 252.209-7001 Disclosure of Ownership or Control by a Government of a Terrorist Country
107. 252.209-7002 Disclosure of Ownership or Control by a Foreign Government
108. 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country

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109. 252.211-7000 Acquisition Streamlining (This clause applies if the Order exceeds \$1.5 million. The term "Government" is not changed in this clause.)
110. 252.211-7003 Item Unique Identification and Valuation (This clause applies if unique item identification is required.)
111. 252.215-7000 Pricing Adjustments (This clause applies if the Order includes 52.215-11.)
112. 252.219-7003 Small Business Subcontracting Plan (This clause applies if the Order includes FAR 52.219-9.)
113. 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (This clause applies if the Order is valued in excess of \$1 million, except if the Order is for the acquisition of commercial items, including commercially available off-the-shelf items.)
114. 252.222-7007 Representation Regarding Combating Trafficking in Persons (This clause applies if the Order exceeds \$150,000. In this clause, "Contractor" means Seller and "Contractor employees" means Seller's employees.)
- Seller's Certification:*** By accepting this Order, the Seller represents that it is in compliance with DFAR 252.222-7007
115. 252.223-7001 Hazard Warning Labels (This clause applies if the Order requires submission of hazardous material data sheets.)
116. 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
117. 252.223-7008 Prohibition of Hexavalent Chromium
118. 252.225-7000 Buy American--Balance of Payments Program Certificate (The term "Government" is not changed in this clause.)
- Certification:***
By acceptance of this Order, Seller certifies that any article, material or supply provided by Seller to Buyer, whether a component or an end product, meets the requirements of "domestic end product" or "qualifying country end product" as those terms are defined in FAR 52.225-1 and DFARS 252.225-7000.
119. 252.225-7001 Buy American Act and Balance of Payments Program (The term "Government" is not changed in this clause.)
120. 252.225-7002 Qualifying Country Sources as Subcontractors (This clause applies if the Order includes DFARS 252.225-7001.)
121. 252.225-7003 Report of Intended Performance Outside the United States and Canada—
Submission with Offer
122. 252.225-7006 Quarterly Reporting of Actual Contract Performance Outside of US (This clause applies if the Order exceeds \$650,000 and is not for a commercial item.)
123. 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
124. 252.225-7008 Restriction on Acquisition of Specialty Metals (This clause applies if the Order exceeds \$150,000 and requires the delivery of specialty metals as end items.)

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125. 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (This clause applies if the Product contains specialty metals. Paragraph c(6) is modified by replacing "end item" with "Product." Paragraph (d) is deleted.)
126. 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate
127. 252.225-7012 Preference for Certain Domestic Commodities (This clause applies if the Order exceeds \$150,000.)
128. 252.225-7013 Duty-Free Entry (This clause applies if the Product is to be accorded duty free entry under the Prime Contract.)
129. 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (This clause applies if the Order exceeds \$150,000 and requires the delivery of hand or measuring tools.)
130. 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (This clause applies to Orders for Products that contain ball or roller bearings.)
131. 252.225-7020 Trade Agreements Certificate (The term "Government" is not changed in this clause.)

Certification:

By acceptance of this Order, Seller certifies that if this Order is for an acquisition of an end product covered by trade agreements, as defined in DFARS 225.401-70, any article, material or supply provided by Seller to Buyer meets the requirements of DFARS 252.225-7021.

132. 252.225-7021 Trade Agreements (The term "Government" is not changed in this clause.)
133. 252.225-7025 Restriction on Acquisition of Forgings (This clause applies to order that contain forging items.)
134. 252.225-7031 Secondary Arab Boycott of Israel
135. 252.225-7033, Waiver of United Kingdom Levies (This clause applies if this Order is to a U.K. company and the value of the Order exceeds \$1 million.)
136. 252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate (The term "Government" is not changed in this clause. This clause applies instead of the clause at FAR 52.225-1, Buy American—Supplies unless one of the exceptions set forth in DFARS 225,1101(2)(i) applies.)

Certification:

By acceptance of this Order, Seller certifies that any article, material or supply provided by Seller to Buyer, whether a component or an end product, meets the requirements of "domestic end product" or "qualifying country end product" or "Canadian end product" as those terms are defined in DFARS 252.225-7035.

137. 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (This clause applies if the Order exceeds \$500,000.)
138. 252.227-7013 Rights in Technical Data – Noncommercial Items. (The phrase "to the Contractor" is deleted from paragraph (b)(1)(vi); and the terms "contractor or" and "thereunder" are deleted from paragraph (b)(1)(ix). The term "Buyer or" is added before the term "Government" in paragraphs (c) and (i). The second and third references of "Contracting Officer" are changed to "Government" in paragraph (e)(4). The phrase "[A]nd the Government" is added after the term

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"parties" in paragraph (h)(1). In paragraph (h)(2), the term "sixty (60) days" is changed to "thirty (30) days." Finally, the term "Government" means "U.S. Government.")

139. 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (The phrase "[T]o the Contractor" is deleted from paragraph (b)(1)(iii); and the terms "contractor or" and "thereunder" are deleted from paragraph (b)(1)(vi). The term "Buyer or" is added before the term "Government" in paragraph (i). The second and third references of "Contracting Officer" are changed to "Government" in paragraph (e)(4). And the phrase "[A]nd the Government" is added after the term "parties" in paragraph (h)(1). In paragraph (h)(2), the term "sixty (60) days" is changed to "thirty (30) days." Finally, the term "Government" means "U.S. Government.")
140. 252.227-7015 Technical Data – Commercial Items. (This clause applies when commercial item technical data is deliverable to the Government by NORDAM from the Seller. "Government" means "U.S. Government.")
141. 252.227-7016 Rights in Bid or Proposal Information. (This clause applies when DFARS 252.227-7013 is included. No substitution for the terms "Government" or "Contracting Officer" are made. However, "Government" means "U.S. Government.")
142. 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (No substitution for the terms "Government" or "Contracting Officer" are made. However, "Government" means "U.S. Government.")
143. 252.227-7019 Validation of Restrictions – Computer Software (This clause applies when DFARS 252.227-7014 applies. The term "Buyer" is substituted for "Contracting Officer (C.O.)" in paragraph (b); otherwise no substitutions are made for the terms "C.O." or "Government." The term "Government", however, means "U.S. Government." In paragraphs (f)(5) and (f)(6), the term "Prime Contract" is substituted for "this contract.")
144. 252.227-7020 Rights in Special Works (This clause applies to works first created, generated, or produced and required to be delivered this Order.)
145. 252.247-7022 Representation of Extent of Transportation by Sea
146. If the Seller will not use ocean transportation, this Order also includes the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
147. 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (This clause applies when DFARS 252.227-7013 or DFARS 252.227-7014 apply. No substitution for the term "Government" is made. The term "Government" means "U.S. Government.")
148. 252.227-7026 Deferred Delivery of Technical Data or Computer Software (No substitution for the terms "Government" is made. The term "Government" means "U.S. Government.")
149. 252.227-7027 Deferred Ordering of Technical Data or Computer Software (This clause is included when a firm requirement for a particular data item(s) has not been established prior to award of the Order but there is a potential need for the data. No substitution for the term "Government" is made. The term "Government" means "U.S. Government.")
150. 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (No substitution for the term "Government" is made. The term "Government" means "U.S. Government.")

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151. 252.227-7032 Rights in Technical Data and Computer Software (Foreign) (This clause applies if the Order is to a foreign contractor performing overseas (except Canada).
152. 252.227-7037 Validation of Restrictive Markings on Technical Data. (This clause applies when DFARS 252.227-7013, 252.227-7014, or 252.227-7015 is included. In paragraph (b), the term "Contractor's" remains in the clause with a lower case "c." In paragraphs (c) and (d)(1), the term "hereunder" is inserted after the term "subcontract." In paragraphs (f) and (g)(2)(i), change the term "this contract" to "the Prime Contract." In paragraph (i), change the term "a contract" to "the Prime Contract." Finally, the term "Government" means "U.S. Government" and there is no substitution made for the term "Contracting Officer.")
153. 252.227-7039 Patents – Reporting of Subject Inventions (this clause applies when FAR 52.227-11 applies. The term "Government" means "U.S. Government.")
154. 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.
155. 252.231-7000 Supplemental Cost Principles
156. 252.235-7003 Frequency Authorization (This clause applies if the Order requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.)
157. 252.237-7023 Continuation of Essential Contractor Services (This clause applies to contracts for services of mission-essential functions.)
158. 252.239-7016 Telecommunication Security Equipment, Devices, Techniques and Services. (This clause applies if the Order requires securing telecommunications.)
159. 252.243-7001 Pricing of Contract Modifications
160. 252.244-7000 Subcontracts for Commercial Items and Commercial Components
161. 252.246-7001 Warranty of Data (This clause applies when DFARS 252.227-7013 applies and technical data is deliverable to the Government. In paragraph (b), the parenthetical phrase is deleted. In paragraph (d), the term "Contracting Officer" is replaced with "Buyer.")
162. 252.246-7003 Notification of Potential Safety Issues (This clause applies if the Order is for (i) a Product that is a critical safety item, (ii) systems and subsystems, assemblies, & subassemblies integral to a system, or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
163. 252.246-7008 Sources of Electronic Parts (This clause applies to Order for items that are electronic parts or contain electronic parts, unless Seller is the original manufacturer.)
164. 252.247-7023 Transportation of Supplies by Sea (Applies if the Order exceeds \$150,000.)
165. 252.249-7002 Notification of Anticipated Contract Termination or Reduction
166. To the maximum extent practicable, the Seller shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items, or nondevelopmental items as components of items to be supplied under this Order. "Commercial item" has the meaning contained in FAR 2.101.
167. 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS)