

**SARTORIUS TERMS AND CONDITIONS OF PURCHASE**  
**APPENDIX A**

The Federal Acquisition Regulations ("FAR") and the Department of Defense Federal Acquisition Regulations Supplement ("DFARS") clauses referenced below, and any revisions or supplements thereto, are hereby incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract (as defined below). If the date or substance of any of the clauses referenced below is different from the date or substance of the clause incorporated in the Prime Contract (as defined below), the date or substance of the clause incorporated in the Prime Contract shall apply.

It is the responsibility of Seller to comply with the FAR and DFARS clauses applicable to Seller. The FAR and DFARS clauses referenced below are included only as an ease of reference for Seller and are not intended to set forth a complete and accurate itemization of the FAR/DFARS clauses applicable to Seller. As of the date hereof, the full text of such clauses can be obtained from the Internet at:

FAR - <http://farsite.hill.af.mil/>

DFARS - <http://farsite.hill.af.mil/vdfara.htm>

Clauses referenced below may not be applicable to this Contract due to the type of purchase order to be issued, place of performance, or dollar thresholds under requirements of the FAR, DFARS or mandatory flowdown requirements of a particular Prime Contract. Clauses that are not applicable to this Contract shall be deemed self-deleting, but shall not be removed from this Appendix A, and shall be considered by the parties to be without force and effect. It is Seller's obligation to contact Sartorius regarding any confusion, ambiguity, or questions Seller may have regarding applicability of the following clauses.

In certain circumstances, applicable law, statute, or regulation may require submission of a signed certification of compliance from Seller to Sartorius in connection with the clauses referenced below. By accepting a purchase order from Sartorius, Seller expressly agrees to provide the required signed certification within fourteen (14) days of the original request.

As used in the FAR and DFARS clauses below, in the other clauses incorporated by reference below, and otherwise in this Contract:

1. "Commercial Item" shall mean a commercial item as defined in FAR § 2.101.
2. "Contract" shall mean Sartorius' terms and conditions of purchase, including this Appendix A, and Sartorius' purchase order, together with any additional documents or materials referenced by Sartorius in connection with the foregoing.
3. "Contracting Officer" shall mean the U.S. Government contracting officer for the Prime Contract.
4. "Contractor" and "Offeror" shall mean Seller as defined in this Contract, acting as the immediate subcontractor to Sartorius.
5. "Prime Contract" shall mean the contract between Sartorius and the U.S. Government, or between Sartorius and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" shall mean any contract placed by Contractor or lower-tier subcontractors under this Contract.

The following notes shall apply to the FAR and DFARS clauses below, in the other clauses incorporated by reference below, and otherwise in this Contract:

1. Substitute "Sartorius" for "Government", "United States" and "U.S."
2. Substitute "Sartorius Authorized Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO."
3. Insert "and Sartorius" after "Government."
4. Insert "or Sartorius" after "Government."
5. Communication/notification required under any clause from/to Contractor to/from Contracting Officer shall be through Sartorius.
6. Insert "and Sartorius" after "Contracting Officer."
7. Insert "or Sartorius Authorized Representative" after "Contracting Officer."
8. If Seller is an international contractor, this clause applies to this Contract only if work under this Contract will be performed in the United States or Seller is recruiting employees in the United States to work on this Contract.

This Contract is entered into by the parties in support of a U.S. Government contract. The Contracts Disputes Act, §§ 7101, *et seq.*, shall have no application to this Contract. Sartorius reserves the right to include additional FAR and/or DFARS clauses, as required by the express terms of a U.S. Government contract or Prime Contract. A current SAM.gov (System for Award Management) online filing with all certifications and representations required by SAM shall be maintained by Contractor during the term of this Contract. The Contractor shall promptly notify Sartorius of any material change in its SAM certifications.

In the event that Seller is offering for sale commercial items or services, as defined in FAR § 2.101, and when deemed necessary by Sartorius, Seller agrees to provide a written commercial item assertion that fully documents and supports the contention that the items or services are sold or offered for sale in the commercial marketplace, or is similar in form, fit and function to an item sold or offered for sale in the commercial marketplace at a fair and reasonable price.

If so identified by Sartorius, as required by the U.S. Government, a purchase order is a "rated order," certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700). If Sartorius furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information which the U. S. Government owns or has the right to authorize the use of ("Government Furnished Items"), nothing herein shall be construed to mean that Sartorius, acting on its own behalf, may modify or limit any rights the U.S. Government may have to authorize Seller's use of such Government Furnished Items in support of other U. S. Government prime contracts.

**FAR FLOWDOWN PROVISIONS FOR COMMERCIAL ITEMS**

Clause Number	Title and Date	Instructions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	Applicable if the value of the Contract exceeds \$150,000.
52.203-13	Contractor Code of Conduct (OCT 2015)	Applicable if the value of the Contract exceeds \$5.5 million, and has a performance period of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)	Applicable if the Contract is funded under the American Recovery and Reinvestment Act of 2009.
52.204-2	Security Requirements (AUG 1996)	Applicable if the work under the Contract requires access to classified information.

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)	Subparagraph (d)(2) does not apply. If Contractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Contractor shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)	Applicable if the value of the Contract exceeds \$30,000. Copies of notices provided by Contractor to the Contracting Officer shall be provided to Sartorius.
52.215-20	Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data (OCT 2010)	
52.215-21	Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data - Modifications (OCT 2010)	
52.219-8	Utilization of Small Business Concerns (NOV 2016)	If the Contract (except where Contractor is small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the Contractor must include FAR § 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.
52.222-19	Child Labor - Cooperation with Authorities and Remedies (OCT 2016)	If Contractor is an international contractor, this clause applies to the Contract only if work under the Contract will be performed in a country not listed in Subparagraph (a) (1) - (4), or will be performed in a listed country, but is below the applicable dollar threshold for that country.
52.222-21	Prohibition of Segregated Facilities (APR 2015)	
52.222-26	Equal Opportunity (SEPT 2016)	
52.222-35	Equal Opportunity for Veterans (OCT 2015)	Applicable if the value of the Contract exceeds \$15,000.
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)	Applicable if the value of the Contract exceeds \$15,000.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	Applicable if the value of the Contract exceeds \$10,000.
52.222-41	Service Contract for Labor Standards (MAY 2014)	Applicable if the Contract is for services subject to the McNamara-O'Hara Service Contract Act of 1965. The clause does not apply if the Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.
52.222-50	Combating Trafficking of Persons (MAR 2015)	(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the U.S., or services to be performed outside the U.S.; and (B) Has an estimated value that exceeds \$500,000. (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
52.222-54	Employment Eligibility Verification (OCT 2015)	(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that -- (1) Is for -- (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction; (2) Has a value of more than \$3,500; and (3) Includes work performed in the U.S.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	
52.225-1	Buy American - Supplies (MAY 2014)	Applicable if the work under the Contract contains other than domestic components.
52.225-5	Trade Agreements (OCT 2016)	
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)	
52.244-6	Subcontracts for Commercial Items (JAN 2017)	Applicable to all subcontracts issued by Contractor to any supplier or vendor.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)	The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

**DFARS FLOWDOWN PROVISIONS FOR COMMERCIAL ITEMS**

Clause Number	Title and Date	Instructions
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (SEP 2013)	(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)	(e) Subcontracts. (1) The Contractor shall exclude and reserve paragraph (d) and this paragraph (e)(1) when flowing down this clause to subcontracts. (2) The Contractor shall insert paragraphs (a) through (c) and this paragraph (e)(2) of this clause in subcontracts, including subcontracts for commercial items, that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting this clause in subcontracts, the Contractor shall-- (i) Modify paragraph (c)(6) of this clause only as necessary to facilitate management of the minimal content exception at the prime contract level. The minimal content exception does not apply to specialty metals contained in high-performance magnets; and (ii) Not further alter the clause other than to identify the appropriate parties.
252.227-7015	Technical Data- Commercial Items (FEB 2014)	(e) Applicability to subcontractors or suppliers (2) Whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual

		instrument, including subcontracts and other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and the clause at 252.227-7013 will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 2016)	(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.
252.246-7003	Notification of Potential Safety Issues (JUN 2013)	(f) (1)The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for— (i) Parts identified as critical safety items; (ii) Systems and subsystems, assemblies, and 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. (2) For those subcontracts, including subcontracts for commercial items, described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to— (i) The Contractor or higher-tier subcontractor; and (ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.
252.247-7023	Transportation of Supplies by Sea (APR 2014)	(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flowdown the requirements of this clause as follows: (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation (\$100,000.00). (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation (\$100,000.00).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000)	(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties- (1) In all subcontracts under this contract, if this contract is a construction contract; or (2) If this contract is not a construction contract, in all subcontracts under this contract that are for- (i) Noncommercial items; or (ii) Commercial items that- (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment); (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

**FAR FLOWDOWN PROVISIONS FOR NON-COMMERCIAL ITEMS**

<b>THE FOLLOWING FAR CLAUSES APPLY TO ALL CONTRACTS FOR NON-COMMERCIAL ITEMS REGARDLESS OF THE AMOUNT THEREOF (EXCEPT AS OTHERWISE NOTED BELOW)</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
52.202-1	Definitions (NOV 2013)	When a contract provision or clause uses a word or term that is defined in FAR, the word or term has the same meaning as the definition in FAR 2.101.
52.203-3	Gratuities (APR 1984)	The Contractor agrees to incorporate the substance of this clause, including subparagraph (c) (5) but excepting subparagraph (c) (1), in all subcontracts under this Contract, the value of which exceed \$150,000.
52.203-5	Covenant Against Contingent Fees (MAY 2014)	The Contractor agrees to incorporate the substance of this clause, in all subcontracts under this Contract, the value of which exceed \$150,000.
52.203-6	Restrictions on Subcontractor Sales to Government (SEPT 2006)	(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this Contract, the value of which exceed the simplified acquisition threshold.
52.203-7	Anti-Kickback Procedures (MAY 2014)	(c)(5)The Contractor agrees to incorporate the substance of this clause, including subparagraph (c) (5) but excepting subparagraph (c) (1), in all subcontracts under this Contract, the value of which exceed \$150,000.
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	The Contractor agrees to incorporate the substance of this clause, in all subcontracts under this Contract, the value of which exceed \$150,000.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	The Contractor agrees to incorporate the substance of this clause, in all subcontracts under this Contract, the value of which exceed \$150,000.
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)	The Contractor agrees to incorporate the substance of this clause, in all subcontracts under this Contract, the value of which exceed \$150,000.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	(g)(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration. (g)(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.
52.203-13	Contractor Code of Conduct (OCT 2015)	Applicable if the value of the Contract exceeds \$5.5 million, and a performance period of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.

52.203-14	Display of Hotline Poster(s) (OCT 2015)	Applicable if the value of the Contract exceeds \$5.5 million, except when this Contract – (1) Is for the acquisition of a commercial item; or (2) is performed entirely outside the U.S.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)	Applicable if the Contract is funded under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)	(d) Subcontract flowdown: The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts– (1) That exceed \$150,000; and (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Withholding Rights (APR 2014)	(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
52.204-2	Security Requirements (AUG 1996)	(d) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.
52.204-7	System for Award Management (OCT 2016)	Subject to restrictions set forth in FAR 4.1102(a)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)	(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that-- (1) Exceeds \$35,000 in value; and (2) Is not a subcontract for commercially available off-the-shelf items.
52.211-5	Material Requirements (AUG 2000)	
52.211-15	Defense Priority and Allocation Requirements (APR 2008)	Contractor agrees to flowdown and include this clause in all subcontracts.
52.214-26	Audit and Records–Sealed Bidding (OCT 2010)	Applicable if the value of the Contract exceeds \$750,000.
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data–Modifications–Sealed Bidding (AUG 2011)	Applicable if the value of the Contract exceeds \$750,000.
52.214-28	Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (OCT 2010)	(d) The contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into exceeds the \$ 750,000 threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1).
52.215-2	Audit Rights and Records – Negotiation (OCT 2010)	Applicable if the value of this Contract exceeds \$150,000 and if: (1) Contractor is required to furnish cost or pricing data, or (2) the Contract requires Contractor to furnish cost, funding, or performance reports, or (3) this is an incentive or re-determinable type contract. Alternate II applies if Contractor is an educational or non-profit institution.
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	Applicable if submission of certified cost or pricing data is required.. "Government" means "Sartorius" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)	Applicable if submission of certified cost or pricing data is required for modifications. "Government" means "Sartorius" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.
52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)	(c) In each subcontract that exceeds the \$750,000 threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either – (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or (2) The substance of the clause at FAR 52.215-13, subcontractor Cost or Pricing Data -- Modifications. [The threshold for subcontracts is determined at the time of subcontract award as that applicable at that time under FAR 15.403-4].
52.215-13	Subcontractor Certified Cost or Pricing Data (OCT 2010)	Applicable if the value of the Contract exceeds \$750,000 and is not otherwise exempt under FAR 15.403.
52.215-14	Integrity of Unit Prices (OCT 2010)	Applicable if the value of the Contract exceeds \$150,000. Delete paragraph (b) of the clause.
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	Applicable and shall be included in all subcontracts under this contract that meet the applicability requirement of FAR 15.408 (g).
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JULY 2005)	(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).
52.215-19	Notification of Ownership Changes (OCT 1997)	(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)	
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (OCT 2010)	
52.215-23	Limitation on Pass-Through Charges (OCT 2009)	(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition

		threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
52.219-8	Utilization of Small Business Concerns (NOV 2016)	If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.
52.219-9	Small Business Subcontracting Plan (JAN 2017)	Applicable if the value of the Contract exceeds \$750,000, except the clause does not apply if Contractor is a small business concern. Contractor's subcontracting plan is incorporated herein by reference.
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)	Applicable if the Contract includes FAR 52.219-8 and 52.219-9.
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	
52.222-3	Convict Labor (JUN 2003)	
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation (MAY 2014)	(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.
52.222-6	Construction Wage Rate Requirements (MAY 2014)	Applicable if the Contract is for construction, alterations, or repairs within the U.S.
52.222-7	Withholding of Funds (MAY 2014)	Applicable if the Contract is for construction, alterations, or repairs within the U.S.
52.222-8	Payroll and Basic Records (MAY 2014)	Applicable if the Contract is for construction, alterations, or repairs within the U.S.
52.222-11	Subcontracts (Labor Standards) (MAY 2014)	(b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled– (1) Construction Wage Rate Requirements; (2) Contract Work Hours and Safety Standards –Overtime Compensation (if the clause is included in this contract); (3) Apprentices and Trainees; (4) Payrolls and Basic Records; (5) Compliance with Copeland Act Requirements; (6) Withholding of Funds; (7) Subcontracts (Labor Standards); (8) Contract Termination – Debarment; (9) Disputes Concerning Labor Standards; (10) Compliance with Construction Wage Rate Requirements and Related Regulations; and (11) Certification of Eligibility. (e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.
52.222-17	Nondisplacement of Qualified Workers (MAY 2014)	(i) Subcontracts: In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures– (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors; (2) That the subcontractor will provide the Contractor with the information about the service employees of the sub-contractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and (3) The recordkeeping requirements of paragraph (f) of this clause.
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (MAY 2014)	Applicable if the value of the Contract exceeds \$15,000.
52.222-21	Prohibition of Segregated Facilities (APR 2015)	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)	Applicable if the value of the Contract exceeds \$10 million.
52.222-26	Equal Opportunity (SEPT 2016)	
52.222-35	Equal Opportunity for Veterans (OCT 2015)	Applicable if the value of the Contract exceeds \$150,000, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)	Applicable if the value of the Contract exceeds \$15,000, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
52.222-37	Employment Reports on Veterans (FEB 2016)	Applicable if the value of the Contract exceeds \$150,000, unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-38	Compliance with Veterans' Employment Reporting Requirements (FEB 2016)	Applicable if the value of the Contract exceeds \$150,000.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

52.222-41	Service Contract for Labor Standards (MAY 2014)	(l) The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.
52.222-50	Combating Trafficking of Persons (MAR 2015)	(i) Subcontracts (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (B) Has an estimated value that exceeds \$500,000. (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration or Repair of Certain Equipment - Requirements (MAY 2014)	(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements (MAY 2014)	(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.
52.222-54	Employment Eligibility Verification (OCT 2015)	e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that -- -- (1) Is for -- (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction; (2) Has a value of more than \$ 3,500; and (3) Includes work performed in the United States.
52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)	(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997); Alternate I (JULY 1995)	Applicable if the Contract involves delivery of hazardous materials as defined in FAR 23.301.
52.223-6	Drug-Free Workplace (MAY 2001)	Applicable if the value of the Contract exceeds the simplified acquisition threshold.
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	(d) Subcontracts The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.
52.224-2	Privacy Act (APR 1984)	Applicable if the Contract requires the design, development, or operation of a system of records on individuals.
52.225-1	Buy American - Supplies (MAY 2014)	Applicable if the work under the Contract contains other than domestic components.
52.225-2	Buy American Certificate (MAY 2014)	Applicable if the work under the Contract contains other than domestic components.
52.225-5	Trade Agreements (OCT 2016)	Applicable if the work under the Contract contains other than U.S. made or designated country end products as specified in the clause.
52.225-6	Trade Agreements Certificate (MAY 2014)	Applicable if the work under the Contract contains other than U.S. made or designated country end products as specified in the clause.
52.225-8	Duty-Free Entry (OCT 2010)	(j) The Contractor shall include the substance of this clause in any subcontract if-- (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the U.S.
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)	(c) The Contractor shall insert this clause, including this paragraph (c) in all subcontracts.
52.227-1	Authorization and Consent (DEC 2007)	(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.
52.227-9	Refund of Royalties (APR 1994)	(f) The substance of this clause, including this paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.
52.227-10	Filing of Patent Applications--Classified Subject Matter (DEC 2007)	(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that cover or are likely to cover classified subject matter.
52.227-11	Patent Rights - Ownership by the Contractor MAY 2014)	(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization. (2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3. (3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions. (4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the

		subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.
52.227-13	Patent Rights - Ownership by the Government (DEC 2007)	(i) Subcontracts. (1) The Contractor shall include the substance of the patent rights clause required by FAR 27.3 in all subcontracts for experimental, developmental, or research work. The prescribed patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
52.227-14	Rights in Data - General (MAY 2014)	Applicable if technical data or computer software expected to be produced or delivered under this Contract.
52.228-5	Insurance - Work on a Government Installation (JAN 1997)	Applicable if this Contract involves work on a U.S. Government installation. Unless otherwise specified in this Contract, the minimum types and amounts of insurance shall be as described in FAR 28.307-2.
52.230-2	Cost Accounting Standards (OCT 2015)	(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$750,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-3	Disclosure and Consistency of Cost Accounting Practice (OCT 2015)	(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that— (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. (2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000. (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-4	Disclosure and Consistency of Cost Accounting Practices--Foreign Concerns (OCT 2015)	(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that— (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause prescribed in FAR 30.201-4 shall be inserted. (2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000. (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-6	Administration of Cost Accounting Standards (JUN 2010)	(l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5-- (1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses); (2) Include the substance of this clause in all negotiated subcontracts; and (3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO: (i) Subcontractor's name and subcontract number. (ii) Dollar amount and date of award. (iii) Name of Contractor making the award. (n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.
52-232-9	Limitation on Withholding of Payments (APR 1984)	
52-232-27	Prompt Payment for Construction Contracts (JAN 2017)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	
52.242-13	Bankruptcy (JULY 1995)	
52.242-15	Stop-Work Order (AUG 1989)	
52.242-17	Government Delay of Work (APR 1984)	
52.243-1	Changes - Fixed Price (AUG 1987)	
52.243-6	Change Order Accounting (APR 1984)	Applicable if the value of the Contract exceeds \$150,000.
52.244-2	Subcontracts (OCT 2010)	Applicable if the value of the Contract exceeds \$150,000.
52.244-6	Subcontracts for Commercial Items (JAN 2017)	
52.245-1	Government Property (JAN 2017)	(b)(3)The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance. (f)(1)(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate

		flowdown of contract terms and conditions (e.g., extent of liability for loss of Government property.) (B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.
52.245-9	Use and Changes (APR 2012)	
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)	Alternate I applies if this Contract is fixed-price incentive type
52.246-4	Inspection of Services – Fixed Price (AUG 1996)	
52.246-16	Responsibility for Supplies (APR 1984)	
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)	Applicable if this Contract involves international air transportation.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)	(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
52.248-1	Value Engineering (OCT 2010)	(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value.
52.248-3	Value Engineering-Construction (OCT 2015)	(h) Subcontracts The Contractor shall include an appropriate value engineering clause in any subcontract of \$70,000 or more and may include one in subcontracts of lesser value.
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)	
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)	
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)	

**DFARS FLOWDOWN PROVISIONS FOR NON-COMMERCIAL ITEMS**

<b>THE FOLLOWING FAR CLAUSES APPLY TO ALL CONTRACTS FOR NON-COMMERCIAL ITEMS REGARDLESS OF THE AMOUNT THEREOF (EXCEPT AS OTHERWISE NOTED BELOW)</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)	(g) Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (DEC 2008)	(b) Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.
252.203-7004	Display of Hotline Posters (OCT 2016)	(e) Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.
252.204-7000	Disclosure of Information (OCT 2016)	Contractor agrees to include a similar requirement in each subcontract under this Contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)	(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts for services that includes support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items.
252.204-7012	Safeguarding Unclassified Uncontrolled Technical Information (OCT 2016)	(m) Subcontracts. The Contractor shall- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <a href="http://dibnet.dod.mil">http://dibnet.dod.mil</a> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.
252.209-7002	Disclosure of Ownership of Control by a Foreign Government (JUN 2010)	
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (OCT 2015)	
252.217-7012	Liability and Insurance (AUG 2003)	(d)(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (MAR 2016)	Applicable if Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan clause of FAR 52.219-9 is applicable to this Contract. Note requirement that majority of earnings must directly accrue to such socially and economically disadvantaged individuals.
252.219-7004	Small Business Subcontracting Plan (Test Program) (OCT 2014)	Applicable if this Contract offers subcontracting possibilities and are expected to exceed \$700,000, or \$1.5 million for construction of any public facility.
252.222-7000	Restrictions on Employment of Personnel (MAR 2000)	(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.
252.225-7008	Restriction on Acquisition of Specialty Metals (MAR 2013)	(b) Any specialty metal delivered under this contract shall be melted or produced in the U.S. or its outlying areas.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)	(e) Subcontracts. (1) The Contractor shall exclude and reserve paragraph (d) and this paragraph (e)(1) when flowing down this clause to subcontracts. (2) The Contractor shall insert paragraphs (a) through (c) and this paragraph (e)(2) of this clause in subcontracts, including subcontracts for commercial items, that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting this clause in subcontracts, the Contractor shall—



		(i) Modify paragraph (c)(6) of this clause only as necessary to facilitate management of the minimal content exception at the prime contract level. The minimal content exception does not apply to specialty metals contained in high-performance magnets; and (ii) Not further alter the clause other than to identify the appropriate parties.
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)	
252.225-7013	Duty Free Entry (MAY 2016)	(j) The Contractor shall— (1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for— (i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit; (2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and (3) Include in applicable subcontracts— (i) The name and address of the ACO for this contract; (ii) The name, address, and activity address number of the contract administration office specified in this contract; and (iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)	(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for (1) Commercial items; or (2) Items that do not contain ball or roller bearings.
252.225-7020	Trade Agreements Certificate – Basic (NOV 2014)	The Contractor agrees to submit a certification of compliance, as necessary.
252.225-7021	Trade Agreements (DEC 2016)	(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless— (1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and (2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or (ii) A national interest waiver has been granted.
252.225-7046	Exports By Approved Community Members in Response to the Solicitation (JUN 2013)	(h) Subcontracts. The offeror shall flowdown the substance of this provision, including this paragraph (h), but excluding the representation at paragraph (g), to any subcontractor at any tier intending to use the DTC Treaties in responding to this solicitation.
252.225-7047	Export by Approved Community Members in Performance of the Contract (JUN 2013)	(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.
252.225-7048	Export Controlled Items (JUN 2013)	(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.
252.225-7981 (Class Deviation 2015-00016)	Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM)	(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)	(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.
252.227-7013	Rights in Technical Data - Noncommercial Items (FEB 2014)	(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected. (2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)	(k)(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties.
252.227-7015	Technical Data - Commercial Items (FEB 2014)	(e) Applicability to subcontractors or suppliers (2) Whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial

		item that was developed exclusively at private expense, and the clause at 252.227-7013 will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.
252.227-7016	Rights in Bid or Proposal Information (JAN 2011)	(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)	
252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (FEB 2014)	(k) Applicability to subcontractors or suppliers. (1) The Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes required by paragraph (e) of this clause are recognized and protected. (2) Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. The Contractor shall use the Technical Data--Commercial Items clause of this contract to obtain technical data pertaining to commercial items, components, or processes. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.
252.227-7019	Validation of Asserted Restrictions - Computer Software (SEP 2016)	(j) Flowdown. The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 2016)	(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.
252.227-7038	Patent Rights – Ownership by the Contractor (JUN 2012)	(l) Subcontracts. (1) The Contractor– (i) Shall include the substance of the Patent Rights–Ownership by the Contractor clause set forth at 52.227-11 of the Federal Acquisition Regulation (FAR), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization; and (ii) Shall include the substance of this clause, including this paragraph (l), in all other subcontracts for experimental, developmental, or research work, unless a different patent rights clause is required by FAR 27.303. (2) For subcontracts at any tier– (i) The patents rights clause included in the subcontract shall retain all references to the Government and shall provide to the subcontractor all the rights and obligations provided to the Contractor in the clause. The Contractor shall not, as consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions; and (ii) The Government, the Contractor, and the subcontractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Government with respect to those matters covered by this clause. However, nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.
252.227-7039	Patents – Reporting of Subject Inventions (APR 1990)	Applicable if the Prime contract includes FAR § 52.227-11 and the contract is awarded by the Department of Defense.
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers (For Construction Subcontracts) (JUN 2013)	(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in any subcontract that involves the acquisition of steel as a construction material.
252.237-7023	Continuation of Essential Contractor Services (OCT 2010)	(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.
252.239-7018	Supply Chain Risk (OCT 2015)	(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any information technology, whether acquired as a service or as a supply.
252.245-7001	Tagging, Labeling, and Marking Government Furnished Property (APR 2012)	Applicable if the Seller is provided with Government Furnished Property.
252-245-7002	Reporting Loss of Government Property (APR 2012)	Applicable if the Seller is provided with Government Furnished Property.
252.246-7003	Notification of Potential Safety Issues (JUN 2013)	(f) (1)The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for– (i) Parts identified as critical safety items; (ii) Systems and subsystems, assemblies, and 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. (2) For those subcontracts, including subcontracts for commercial items, described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to– (i) The Contractor or higher-tier subcontractor; and (ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.
252.247-7023 (Basic)	Transportation of Supplies by Sea (APR 2014)	(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flowdown the requirements of this clause as follows:

		<p>(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation (\$150,000.00).</p> <p>(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation (\$150,000.00).</p>
252.247-7023 Alternate I	Transportation of Supplies by Sea	<p>Alternate I (APR 2014)</p> <p>(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flowdown the requirements of this clause as follows:</p> <p>(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p> <p>(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p>
252.247-7023 Alternate II	Transportation of Supplies by Sea	<p>Alternate II (APR 2014). As prescribed in 247.574(b)(3), use the following clause, which uses a different paragraph (b) than the basic clause.</p> <p>(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flowdown the requirements of this clause as follows:</p> <p>(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p> <p>(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p>
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000)	<p>(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties-</p> <p>(1) In all subcontracts under this contract, if this contract is a construction contract; or</p> <p>(2) If this contract is not a construction contract, in all subcontracts under this contract that are for-</p> <p>(i) Noncommercial items; or</p> <p>(ii) Commercial items that-</p> <p>(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);</p> <p>(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or</p> <p>(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.</p>