

TECHNETICS GROUP, LLC
SUPPLEMENTAL PURCHASING TERMS AND CONDITIONS
FLOWDOWN CLAUSES FOR CONTRACTS ISSUED IN SUPPORT OF
U.S. GOVERNMENT CONTRACTS

1. INCORPORATION BY REFERENCE. These Supplemental Purchasing Terms and Conditions are incorporated in their entirety into any Contract issued in support of a U.S. Government Contract. In the event of a conflict between these Supplemental Purchasing Terms and Conditions and the Technetics Terms & Conditions of Purchase, these Supplemental Purchasing Terms and Conditions shall prevail.

2. CERTIFICATIONS. By accepting or performing this Contract, Seller certifies that:

a. Neither Seller nor any of its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

b. Neither Seller nor any of its affiliates are owned or controlled by the government of a country that is a state sponsor of terrorism.

c. If Seller is registered in the System for Award Management (“SAM”), by accepting a Contract, Seller certifies that its representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Seller’s offer for a given Contract, including, but not limited to, Seller’s representations and certifications regarding Seller’s size or socioeconomic status. By accepting a Contract, Seller certifies that its representations and certifications in Seller’s most recently executed Annual Supplier Certification are current, accurate and complete as of the date of Seller’s offer for a given Contract including, without limitation, Seller’s representations and certifications regarding Seller’s size or socioeconomic status. Seller’s representations and certifications in SAM, if any, and Seller’s representations and certifications in its most recently executed Annual Supplier Certification are incorporated herein by reference.

d. To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Seller with respect to this Contract, Seller shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of Seller to whom payments of reasonable compensation were made. Submission of this

certification and disclosure is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR clause 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions."

e. Seller will not provide "covered telecommunications equipment or services," as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, to Buyer in the performance of this or any Contract.

3. EQUAL EMPLOYMENT OPPORTUNITY. Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Seller shall include this Paragraph 3 in each lower-tier subcontract it issues.

4. EXPORT CONTROLS AND ECONOMIC SANCTIONS.

a. Seller agrees to comply with all applicable export control and economic sanctions laws including, but not limited to: (i) the Export Administration Regulations ("EAR") administered by the U.S. Department of Commerce; (ii) the International Traffic in Arms Regulations ("ITAR") administered by the U.S. Department of State; (iii) the various economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC regulations") and the U.S. Department of State's Office of Terrorism Finance and Economic Sanctions Policy; and (iv) any and all export controls or economic sanctions maintained by the European Union ("EU"), United Kingdom or any other governmental authority to which Seller is subject (collectively "Export Control Laws").

b. Seller shall obtain and maintain any and all authorizations, licenses and registrations required under the aforementioned Export Control Laws, including those required for the sale under this Contract to Buyer. Seller will furnish Buyer with: (i) documentation identifying any articles, services, software, technology and/or technical data subject to these Export Control Laws; (ii) written confirmation of the relevant Export Classification Control Numbers ("ECCNs"), U.S. Munition List ("USML")

category numbers or other export classification designators for each such item; and (iii) copies of any related export licenses or authorizations. If Seller sources such items outside the United States, then Seller shall notify Buyer and take all necessary measures to comply with all foreign Export Control Laws that may relate to the sale or transfer of the same.

c. Seller shall clearly and appropriately label any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, computer-aided design (CAD) information and other technical documents or electronic information related to the production, manufacture or maintenance of a controlled article) that it provides to Buyer as controlled pursuant to the EAR, ITAR and/or other applicable laws. Seller shall provide any controlled technical data communicated to Buyer using secure communication protocols designed for the purpose of complying with the Export Control Laws. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.

d. Seller agrees that it will not source any articles, services, software, technology or technical data that originate from any country, government, organization or person that is: (i) subject to U.S., EU or British economic sanctions or other applicable sanction regimes; or (ii) debarred or restricted pursuant to the aforementioned Export Control Laws, or the U.S. Department of Defense Federal Acquisition Regulation Supplement.

e. Seller is solely and exclusively responsible for safeguarding all export controlled articles, services, software, technology or technical data until Buyer receives the items at issue. This includes both exports to a non-U.S. destination and allowing non-U.S. persons to access such items while located within the United States. Seller will also take appropriate steps to ensure that no export controlled articles, services, software, technology or technical data can be shipped to a controlled country (or otherwise accessed by unauthorized foreign nationals) without the appropriate export licenses. Where Seller is shipping a controlled article, Seller shall use a carrier that maintains procedures designed to comply with the Export Control Laws, and provide any required notifications to the carrier that the shipment involves controlled items.

f. If Seller is a signatory to a Technical Assistance Agreement (“TAA”) or Manufacturing License Agreement (“MLA”) with Buyer, Seller shall promptly notify Buyer of any changed circumstances that would require modifying the terms of such an agreement, including any potential violation of the terms of the agreement, any ineligibility to export, any investigation into alleged violations of any of the Export Control Laws, any self-disclosure of potential export controls violations, any addition of foreign personnel to any project covered by such an agreement or any other circumstances that may affect Seller’s ability to perform pursuant to the terms of the agreement.

g. Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List maintained by any U.S., EU or British agency, or if any government denies, suspends or revokes its export privileges.

h. Seller shall prepare and provide accurate invoices and documentation for each shipment that will allow Buyer to comply with the export and import requirements administered by U.S. Customs & Border Protection (“CBP”). Such invoices and/or documentation shall include: (i) Seller’s name and address; (ii) the terms of sale; (iii) the total quantity of goods being shipped; (iv) a description of the goods being shipped; (v) the country of origin of the goods; (vi) the valuation of the goods; (vii) the currency in which the goods are priced; and (viii) any discounts that have been included for the shipment that are not otherwise reflected in the unit price.

i. Seller shall promptly notify Buyer in writing of any suspected violation of the aforementioned Export Control Laws of which it becomes aware. Seller further agrees that it will fully cooperate in any investigation by or on behalf of Buyer related to the subject matter of the Contract, including by providing full access to relevant personnel and records to aid Buyer in the identification and evaluation of any suspected violation, following reasonable notice from Buyer.

j. Upon completion of performance of this Contract, Seller and its lower-tier subcontractors shall as directed by Buyer, return or destroy all export controlled technical data, technology, hardware or other items. Seller shall provide a certificate of destruction for all destroyed items.

k. Seller shall indemnify, defend and hold harmless Buyer and Buyer’s parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, customers, successors and assigns from and against any and all claims, demands, actions, losses, injuries, damages, liabilities, obligations, penalties, costs and expenses, including attorneys’ fees, experts’ fees and other costs of defending any claim, demand or action (including costs of investigation of potential violations of the Export Control Laws) (collectively, “Losses”) that may arise as a result of Seller’s breach of any of the provisions within this Paragraph 4.

5. COMPTROLLER GENERAL EXAMINATION OF RECORD. The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of Seller’s or any subcontractors’ records that pertain to, and involve transactions relating to, this Contract. Seller shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this Contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals or to litigation or the

settlement of claims arising under or relating to this Contract shall be made available until such appeals, litigation, or claims are finally resolved. As used in this Paragraph 5, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Seller to create or maintain any record that Seller does not maintain in the ordinary course of business or pursuant to a provision of law.

6. DISPUTES.

a. If Buyer elects to prosecute any dispute involving this Contract under the disputes procedure applicable to the U.S. Government prime contract, Seller shall cooperate fully with Buyer in prosecuting the dispute. Seller shall be bound by the final outcome of the disputes procedure if Buyer has afforded Seller an opportunity to participate in Buyer's prosecution of the dispute.

b. Pending the final resolution of any dispute arising out of or relating to this Contract, Seller shall proceed diligently with performance of this Contract, including the delivery of goods and performance of services, in accordance with Buyer's direction.

2. TERMINATION FOR CONVENIENCE. *This clause supersedes and replaces Paragraph 10, Cancellation, Termination for Convenience in the Technetics Terms & Conditions of Purchase.* Buyer reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, Seller shall be paid a percentage of the Contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system, have resulted from the termination. Seller shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

3. COUNTERFEIT WORK

a. The following definitions apply to this clause:

i. "Counterfeit Work" means Products that are or contain unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Products represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

ii. “Suspect Counterfeit Work” means Products for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Product part is authentic.

b. Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Contract.

c. Seller shall only purchase products to be delivered or incorporated as Products to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller’s inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Products, and (iii) Seller obtains the advance written approval of Buyer.

d. Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

e. Seller shall immediately notify buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

f. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of the Products.

g. In the event that the Products delivered under this Contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Products conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer’s and its customer’s costs of removing Counterfeit Work, of installing replacement Products and of any testing necessitated by the reinstallation of Products after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Contract.

h. Seller shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Products to Buyer.

4. FAR/DFARS CLAUSES.

The following clauses set forth in the Federal Acquisition Regulation (“FAR” available at <https://www.acquisition.gov/browse/index/far>), the Department of Defense FAR Supplement (“DFARS” available at <https://www.acquisition.gov/dfars>), the NASA Federal Acquisition Regulation Supplement (available at <https://www.acquisition.gov/nfs>) and the DOE Management and Operating Contract clauses (available at 48 CFR Subpart 970.52) in effect as of the date of the Contract are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of the Contract, the following clauses shall operate, impose the obligations and responsibilities of the parties, and be interpreted as if: “Contract” means Contract; “Contracting Officer” means an authorized representative of Buyer; “Contractor” means Seller; “Government” means Buyer, and “Subcontractor” means Seller’s lower-tier subcontractors and suppliers.

Commercially available off-the-shelf” or “COTS” means any item of supply that is (a) a Commercial Product; (b) sold in substantial quantities in the commercial marketplace; and (c) offered to the Government under a Prime Contract or a Subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

For clauses marked with an asterisk (*) references to the “Government” shall remain the U.S. Government.

Buyer may modify this list of clauses to add any clauses that are reflected in an applicable Prime Contract or in subsequent modifications to an applicable Prime Contract. Accordingly, Seller agrees that upon the request of Buyer, Seller will negotiate in good faith with Buyer relative to modifications to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of an applicable Prime Contract, or with the provisions of modifications to an applicable Prime Contract.

Seller shall include these clauses in each lower-tier subcontract it issues, as applicable.

1. The following FAR clauses apply to all Contracts with the parenthetical conditions outlined below.

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
52.202-1	Definitions	
52.203-6	Restrictions on Subcontractor Sales to the Government, Alt. I	Applies if the Contract value exceeds \$250,000

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
52.203-7	Anti-Kickback Procedures	Applies if the Contract value exceeds \$150,000; except paragraph (c)(1)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Applies if the Contract value exceeds \$150,000
52.203-13	Contractor Code of Business Ethics and Conduct	Applies if the Contract value exceeds \$6 Million and has a period of performance of more than 120 days. All disclosures of violations of the civil 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
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Applies if the Contract value exceeds \$250,000
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	
52.204-2	Security Requirements	Applies if the Contract involves access to classified information
52.204-9	Personal Identity Verification of Contractor Personnel	Applies if Seller's employees will have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applies if the Contract has a value of \$30,000 or more; Seller must provide Buyer with the information required in paragraphs (d)(2) and (d)(3) of the clause; the information provided by Seller will be made publicly available
52.204-14	Service Contract Reporting Requirements	If Seller is providing services under a Contract, upon request by Buyer, Seller shall provide Buyer with the information required by paragraph (f) of the clause; the information provided by Seller to Buyer will be made available to the public
52.204-19	Incorporation by Reference of Representations and Certifications	Applies if Seller is registered in the System for Award Management
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Applies to Contracts if Seller may have Federal contract information residing in or

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
		transiting through its information system; not applicable to Contracts for COTS items
52.204-23	Prohibition on Contracting for Hardware, Software, Services Developed or Provided by Kaspersky Lab and other Covered Entities	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Excluding paragraph (b)(2)
52.204-27	Prohibition on a ByteDance Covered Application	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Applies if the Contract value exceeds \$35,000, unless the Contract is for COTS items
52.211-5	Material Requirements	
52.211-15	Defense Priority and Allocation Requirements	Applies to rated Contracts
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	
52.219-8	Utilization of Small Business Concerns	
52.219-28	Post-Award Small Business Program Representation	
52.222-3	Convict Labor	
52.222-19	Child Labor – Cooperation with Authorities and Remedies	
52.222-20	Contracts for Materials, Supplies, Articles and Equipment	Applies if the Contract value exceeds \$15,000
52.222-21	Prohibition of Segregated Facilities	Applies if FAR 52.222-26 applies
52.222-26	Equal Opportunity	
52.222-35	Equal Opportunity for Veterans	Applies if the Contract has a value of \$150,000 or more
52.222-36	Equal Opportunity for Workers with Disabilities	Applies if the Contract value exceeds \$15,000

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
52.222-37	Employment Reports on Veterans	Applies if the Contract has a value of \$150,000 or more
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applies if the Contract value exceeds \$10,000 and will be performed wholly or partially in the U.S.
52.222-50	Combating Trafficking in Persons	Paragraph (h) only applies if any portion of the Contract is for supplies, other than COTS items, acquired outside the United States or services to be performed outside the United States that has an estimated value exceeding \$550,000. If paragraph (h) applies to the Contract, Seller shall submit to Buyer the certification required by this clause prior to award of the Contract and annually thereafter
52.222-54	Employment Eligibility Verification	Applies if: (i) the Contract is for services (except Commercial Services that are part of the purchase of COTS items, or items that would be COTS items, but for minor modifications, performed by COTS providers, normally provided for the COTS item) or construction; (ii) the Contract value exceeds \$3,500; and (iii) the Contract includes work performed in the United States
52.223-3	Hazardous Material Identification and Material Safety Data	Applies if the Contract involves hazardous materials
52.223-5	Pollution Prevention and Right-to-Know Information	Applies if the Contract requires performance, in whole or in part, on a Federal facility
52.223-7	Notice of Radioactive Materials	Applies if the Contract is for radioactive materials
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorcarbons	Applies if the Products are manufactured with or contain ozone-depleting substances
52.223-15	Energy Efficiency in Energy-Consuming Products	Applies unless the energy-consuming product is not listed in the ENERGY STAR® Program or FEMP
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving	
52.224-2	Privacy Act	Applies if (i) the Contract requires the redesign, development, or operation of a system of records on individuals that is

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
		subject to the Privacy Act or (ii) if the Contract requires the design, development, or operation of such a system of records
52.224-3	Privacy Training	Applies if Seller employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) design, develop, maintain, or operate a system of records
52.225-13	Restrictions on Certain Foreign Purchases	
52.225-26	Contractors Performing Private Security Functions Outside the United States	Applies if the Contract will be performed outside the U.S. in areas of combat operations or other significant military operations
52.227-1	Authorization and Consent	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	A copy of each notice sent to the Government shall be sent to the Buyer
52.227-14*	Rights in Data - General	Applies if data will be produced, furnished, or acquired under the Contract
52.227-16*	Additional Data Requirements	Applies if the Contract involves experimental, developmental, research, or demonstration work
52.227-19*	Commercial Computer Software License	
52.232-39	Unenforceability of Unauthorized Obligations	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Applies if Seller is a small business concern
52.233-3	Protest After Award	In paragraph (b)(2), the term “30 days” is changed to “15 days”
52.239-1	Privacy or Security Safeguards	Applies to Contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services
52.244-6	Subcontracts for Commercial Items	
52.247-64	Preference for Privately Owned	

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
	U.S.-Flag Commercial Vessels	

2. The following DFARS clauses apply to all Contracts issued in support of Prime Contracts with the U.S. Department of Defense in accordance with the parenthetical conditions outlined below.

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	
252.203-7003	Agency Office of the Inspector General	
252.204-7000	Disclosure of Information	Seller shall submit requests for authorization to release to Buyer for submission to the Government
252.204-7003	Control of Government Personnel Work Product	
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Applies to Contracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Applies if the Contract is for operationally critical support or if Contract performance will involve covered defense information; Seller must notify Buyer when submitting a request to vary from NIST SP 800-171 security requirements to the Contracting Officer; Seller must provide the incident report number, automatically assigned by DoD, to Buyer as soon as practicable when reporting a cyber incident to DoD as required by paragraph (c) of this clause
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	
252.204-	Prohibition on the Acquisition of	

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
7018	Covered Defense Telecommunications Equipment or Services	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Not applicable to Contracts solely for COTS items
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	
252.211-7003	Item Unique Identification and Valuation	Applies if the Contract is for items for which item unique identification is required in accordance with paragraph (c)(1) of the clause
252.211-7007	Reporting of Government-Furnished Property	Applies if Seller is in possession of Government-furnished property under the Contract
252.223-7001	Hazard Warning Labels	Applies if this Contract requires the delivery of hazardous materials
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	Applies if the Contract requires, may require, or permits Seller to access to a DoD installation
252.223-7008	Prohibition of Hexavalent Chromium	Applies if the Contract is for supplies, maintenance and repair services, or construction materials
252.225-7002	Qualifying Country Sources as Subcontractors	
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award	Seller shall notify Buyer and provide Buyer the information required by the clause if Seller will perform any part of the Contract outside the United States and Canada that exceeds \$750,000 in value and could be performed inside the United States or Canada
252.225-7007	Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies	Applies if Seller is supplying items on the U.S. Munitions list
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Paragraph (d) is deleted
252.225-7012	Preference for Certain Domestic Commodities	

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	
252.225-7048	Export-Controlled Items	
252.225-7048	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applies if the Contract value exceeds \$500,000
252.227-7013*	Rights in Technical Data, Non-Commercial Items	Applies to Contracts for which technical data pertaining to other than Commercial Products or Commercial Services or for Commercial Products or Commercial Services developed in any part at Government expense, will be obtained from Vendor for delivery to the Government; governs the technical data (i) pertaining to other than Commercial Products or Commercial Services; or (ii) for Commercial Products or Commercial Services developed in any part at Government expense
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Applies to Contracts for which Seller will provide any "other than commercial computer software" (as defined in the clause) or computer software documentation for delivery to the Government
252.227-7015*	Technical Data – Commercial Items	Governs the technical data pertaining to any portion of a Commercial Product or Commercial Service that was developed exclusively at private expense
252.227-7016*	Rights in Bid or Proposal Information	
252.227-7019*	Validation of Asserted Restrictions – Computer Software	

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
252.227-7030	Technical Data – Withholding of Payment	
252.227-7037*	Validation of Restrictive Markings on Technical Data	
252.239-7001	Information Assurance Contractor Training and Certification	Applies if Seller’s personnel will access information systems for the purpose of performing information assurance functions
252.239-7010	Cloud Computing Services	Applies if the Contract involves or may involve cloud services
252.239-7018	Supply Chain Risk	Applies if the Contract involves the acquisition of information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system as defined at DFARS 239.7301
252.243-7001	Pricing of Contract Modifications	
252.243-7002	Requests for Equitable Adjustment	
252.244-7000	Subcontracts for Commercial Products or Commercial Services	
252.246-7006	Warrant Tracking of Serialized Items	
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Only paragraphs (a) through (e) apply
252.246-7008	Sources of Electronic Parts	Applies if the Contract is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer
252.247-7023	Transportation of Supplies by Sea	Applies if the Contract value exceeds \$250,000; only paragraphs (a)-(e) and (i) apply if Contract is valued at or below \$250,000
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Applies if the Contract exceeds \$700,000

3. The following NASA clauses apply to all Contracts issued in support of Prime Contracts with NASA in accordance with the parenthetical conditions outlined below.

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
1852.203-71	Requirement to Inform Employees of Whistleblower Rights	
1852.204-76	Security Requirements for Unclassified Information Technology Resources	Applies if Contract meets the requirements of paragraph (b) of the clause
1852.223-75	Major Breach of Safety or Security	Applies if Contract exceeds \$500,000; references to the “Government” shall be the “Government or Buyer” and references to “Contracting Officer” shall mean “Buyer”
1852.225-70	Export Licenses, ALT I	
1852.227-14	Rights in Data - General	Applies if data will be produced, furnished, or acquired under the Contract
1852.237-72	Access to Sensitive Information	
1852.244-70	Geographic Participation in the Aerospace Program	Applies if the Contract has a value of \$100,000 or more
1852.246-73	Human Space Flight Item	FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY. IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY STANDARD THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF BUYER

4. The following Department of Energy (DOE) Management and Operating Contract clauses apply to all Contracts issued in support of Prime Contracts with the DOE in accordance with the parenthetical conditions outlined below.

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
970.5225-1	Compliance with Export Control Laws and Regulations	
970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	

Clauses		Limitations on Applicability (if blank, the clause applies to all Contracts)
	DEVIATION	
970.5227-6	Patent Indemnity - Subcontracts	
970.5227-4	Authorization and Consent	Applicable to Contracts that exceed \$100,000
970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement	Applicable to Contracts that exceed \$100,000