

## **APPLICABLE FEDERAL ACQUISITION REGULATION (FAR) AND FAR SUPPLEMENT CLAUSES**

The following FAR and FAR supplement clauses as amended by applicable Federal and Defense acquisition circulars in effect as of the date of this purchase order are incorporated herein by reference. These clauses by reference are incorporated with the same force and effect as if they were given in full text.

Except as noted in individual clauses, the following changes to the FAR and Agency FAR Supplements are made:

*Contracting Officer's Customer* – means any entity, government or commercial, at any level in the contractual chain, including the final end user, to which EBAD provides supplies or services related in any way to the supplies and services covered by this P.O.

*Contract, Schedule, Order or P.O.* – means Purchase Order

*Contracting Officer* – means a duly authorized representative of EBAD's Procurement department

*Contractor or Offeror* – means Seller

*Government* – means EBAD

*Prime Contract* – means the contract between the Government and its Prime Contractor

*Subcontractor* – means any person with whom the Seller contracts in connection with the performance of this Order and their subcontractors at any level

*Subcontract* – includes Purchase Orders and lower tier subcontracts at any tier, which Seller issues under this Order

Seller agrees that the Contracting Officer, Contracting Officers customer under whose contract this Purchase Order is placed through their authorized representative(s), shall have the right to visit Seller(s) plant and Seller(s) subcontractor(s) plants engaged in work under this Order during normal business hours, for the purpose of making any inspections or obtaining any information, pertinent to the Order or any Subcontract placed thereunder. Prior notification of such visits shall be given to Seller by the Contracting Officer in order to minimize interference of normal operations of such plants. Seller agrees to insert in any subcontract or order placed under this Order a statement reserving these rights to the Contracting Officer or Contracting Officers customer.

Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and DFARS.

**APPLICABLE TO ALL SOLICITATIONS & ORDERS, REGARDLESS OF VALUE**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 <i>Applies when Contract partially/fully funded with Recovery Act funds.</i>
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements <i>Applicable to Orders involving access to classified information.</i>
52.204-9	Personal Identity Verification of Contractor Personnel <i>Applies when subcontractor needs to have routine physical access to federally-controlled facility or access to federally-controlled information system.</i>
52.204-21	Basic Safeguarding of Covered Contractor Information Systems <i>Applies when Contractor may have federal contract information residing in/transiting through its information system.</i>
52.204-23	<u>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</u>
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-1	Qualification Requirements
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.212-4	Contract Terms and Conditions – Commercial Items With Alt I
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items
52.215-9	Changes or Additions to Make-or-Buy Program
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-19	Notification of Ownership Changes
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.215-23 & Alt I	Limitations on Pass-Through Charges
52.216-24	Limitation of Government Liability
52.217-2	Cancellation Under Multi-Year Contracts
52.219-8	Utilization of Small Business Concerns
52.222-1	Notice to the Government of Labor Dispute
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation <i>“Contracting Officer” means “Contracting Officer” in paragraph 2. EBAD may withhold or recover from Seller any sums that EBAD’s customer withholds or recovers from EBAD due to a violation of a provision of this clause by Seller or Seller’s Subcontractors.</i>
52.222.17	Nondisplacement of Qualified Workers <i>Applicable to service contracts.</i>
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-26	Equal Opportunity <i>“Contracting Officer means Contracting Officer”</i>
52.222-50 & Alt 1	Combating Trafficking in Persons

52.223-3	Hazardous Material Identification and Material Safety Data
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials. <i>Applicable to orders for supplies which are, or which contain radioactive material.</i>
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving <i>Applicable to all subcontracts exceeding the micro-purchase threshold</i>
52.225-1	Buy American Act –Supplies <i>Applicable to Orders that require Seller to provide items that will be end products under the prime contract.</i>
52.225-2	Buy American Act Certificate
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act , with Alt I,II and III <i>Applicable to Orders that require Seller to provide items that will be end products under the prime contract.</i>
52.225-4	Buy American Act — Free Trade Agreements – Israeli Trade Act Certificate, with Alt I,II and III <i>Applicable to Orders that require Seller to provide items that will be end products under the prime contract.</i>
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-8	Duty Free Entry <i>Applicable to Orders for supplies identified as accorded “duty-free entry”, or other foreign supplies to be imported into the customs territory of the United States. In paragraph C( 1) “20 days” is changed to “30 days”. In paragraph C(2) “10 days” is changed to “20 days”. “Government” means “Government” and “Contracting Officer” means “Contracting Officer” in paragraph (e).</i>
52.225-13	Restrictions on Certain Foreign Purchases
52.225-14	Inconsistency Between English Version and Translation of Contract.
52.227-3	Patent Indemnity <i>The term “Government” means “Government and EBAD”.</i>
52.227-9	Refund of Royalties <i>Applicable to Orders that includes royalties of \$250 or more in the order price.</i>

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.227-10	Filing of Patent Applications – Classified Subject Matter <i>Applicable to Orders involving access to classified information.</i>
52.227-11	Patent Rights – Retention by the Contractor (Short Form) <i>Applicable to Orders to small business firms or nonprofit organizations for the performance of experimental, developmental or research work. “Contracting Officer” means “Contracting Officer”. “Government” means “Government”.</i>
52.227-14	Rights in Data – General <i>In paragraph (b) Allocation of Rights “Government” means “Government” and “Contractor” changes to “Seller” rather than “EBAD”. “Contracting Officer” means “Contracting Officer” in the first sentence of paragraph (c)(1) and in paragraph (e).</i>
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
52.227-16	Additional Data Requirements
52.228-5	Insurance – Work on a Government Installation <i>Applicable to orders that requires work on Government installations. “Government” means “Government”</i>
52.232-11	Extras <i>Applicable to fixed-price supply contracts or fixed-price service contracts</i>
52.232-16	Progress Payments <i>May apply if Government will provide progress payments based on costs</i>
52.232-17	Interest
52.232-39	Unenforceability of Unauthorized Obligations.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors <i>Applicable when Buyer receives Accelerated Payments under its prime contract.</i>
52.233-3	Protest After Award
52.234-1	Industrial Resources Developed Under Defense Production Act Title III <i>“Government” means “Government”</i>
52.242-15	Stop Work Order
52.242-17	Government Delay of Work
52.243-1	Changes – Fixed Price
52.243-6	Change Order Accounting <i>Applicable to Orders for supply and R&amp;D contracts of significant technical complexity.</i>
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-9	Use and Charges
52.246-2	Inspection of Supplies – Fixed Price <i>“Government” means “Government and/or EBAD”</i>
52.246-4	Inspection of Services – Fixed Price <i>“Government” means “Government and/or EBAD”</i>
52.246-11	Higher Level Contract Quality Requirement
52.246-16	Responsibility for Supplies
52.246-26	Reporting Nonconforming Items
52.247-21	Contractor Liability for Personal Injury and/or Property Damage
52.247-63	Preference for U.S. – Flag Air Carriers <i>Applicable to Orders involving international air transportation</i>
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels
52.249-2	Termination for Convenience of the Government (Fixed Price) <i>In paragraph (d), the term “45 days” is changed to “90 days”. In paragraph (e), the term “one year” is changed to “six months”. In paragraph (l), the term “90 days” is changed to “forty five days”.</i>

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204.7008	Compliance with Safeguarding Covered Defense Information Controls

	<i>Does not apply to COTS Items</i>
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information <i>Applicable to service contracts that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting</i>
252.204-7012	Safeguarding of Unclassified Controlled Technical Information
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisitions of Covered Defense Telecommunications Equipment or Services
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7010	Critical Safety Items
252.211-7003	Item Unique Identification and Valuation
252.211-7007	Reporting of Government-Furnished Property
252.215-7000	Price Adjustments
252.223-7001	Hazard Warning Labels
252.223-7006	Prohibition on Storage and Disposal Of Toxic And Hazardous Materials
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7000	Buy American—Balance of Payments Program Certificate
252.225-7001	Buy American Act and Balance of Payments Program

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies <i>Include in contracts involving the delivery of items covered by the United States Munitions List.</i>
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry <i>Include in all subcontracts for qualifying country components or, nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit</i>
252.225-7016	Restrictions On Acquisitions Of Ball and Roller Bearings
252.225-7020	Trade Agreements Certificate
252.225-7021	Trade Agreements
252.225-7025	Restrictions On Acquisition Of Forgings
252.225-7028	Exclusionary Policies and Practices of Foreign Governments <i>Include in contracts for the purchase of supplies and services for international military education training and FMS</i>
252.225-7030	Restrictions On Acquisition Of Carbon, Alloy, And Armor Steel Plates
252.225-7035	Buy American Act—Free Trade Agreements—Balance of Payments Program Certificate.
252.225-7036	Buy American Act –Free Trade Agreements– Balance of Payments Program
252.225-7048	Export-Controlled Items
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (DEVIATION 2020-00006)
252.227-7013	Rights in Technical Data - - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation <i>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.</i>
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7025	<b>Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends</b>
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data—Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)
252.227-7039	Patents—Reporting of Subject Inventions
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.232-7007	Limitation of Government’s Obligation
252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR
252.237-7019	TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property <i>“Government” means “Government”</i>
252.245-7002	Reporting Loss of Government Property <i>“Government” means “Government”</i>
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.251-7000	Ordering From Government Supply Sources

<b>Clauses No.</b>	<b>NASA FAR Supplement Clause Title</b>
1852.203-71	Requirement to inform employees of whistleblower rights

1852.204-75	Security Classification Requirements <i>Applicable to only to those Orders involving access to classified information.</i>
1852.204-76	Security Requirements for Unclassified Information Technology Resources
1852.208-81	Restrictions on Printing and Duplicating
1852.211-70	Packaging, Handling and Transportation
1852.219-75	Individual Subcontracting Reports
1852.223-74	Drug and Alcohol-Free Workforce
1852.223-75	Major Breach of Safety or Security <i>With Alt I</i>
1852.225-70	Export Licenses
1852.227-11	Patent Rights-Ownership by the Contractor <i>Applicable to small businesses</i>
1852.227-14	Rights in Data - General
1852.227-70	New Technology <i>Does not apply to small businesses.</i>
1852.227-72	Designation of New Technology Representative and Patent Representative
1852.228-75	Minimum Insurance Coverage
1852.228-76	Cross-Waiver Of Liability For Space Station Activities
1852.228-78	Cross-Waiver Of Liability For NASA Expendable Launch Vehicle Launches
1852.237-72	Access to Sensitive Information
1852.237-73	Release of Sensitive Information
1852.245-74	Identification and Marking of Government Equipment
1852.246-73	Human Space Flight Item

### Additional Clauses Applicable to orders involving Ammunition and/or Explosives

Clauses No.	DFAR Supplement Clause Title
252.223-7002	<p><b>Safety Precautions for Ammunition and Explosives (MAY 1994)</b></p> <p>“Contracting Officer” shall mean Government or Buyer in paragraphs c), (d), and (g), except in the first and third sentences of (g) (ii). Applicable if the subcontract involves ammunition or explosives. Seller understands and agrees to the Government’s and Buyer’s right of access to the Seller’s facilities, personnel, and safety program documentation to review and evaluate safety programs, implementation, and facilities, including Seller’s compliance with applicable law under this clause. Seller shall accept direction to cease performance of this contract if a serious, uncorrected or recurring safety deficiency potentially causes an imminent hazard to Government or Buyer personnel, property or contract performance.)</p> <p>(52) <i>Definition.</i> “Ammunition and explosives,” as used in this clause) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms) Bulk,</p> <p>(ii) Ammunition;</p> <p>(iii) Rockets;</p> <p>(iv) Missiles;</p> <p>(v) Warheads;</p> <p>(vi) Devices; and</p> <p>(vii) Components of (i) through (vi), except for wholly inert items.</p> <p>(52) (2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system) Inert components containing no explosives, propellants, or pyrotechnics;</p> <p>(ii) Flammable liquids;</p> <p>(iii) Acids;</p> <p>(iv) Oxidizers;</p> <p>(v) Powdered metals; or</p>

(vi) Other materials having fire or explosive characteristics.

(52) (b) *Safety requirements*) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(52) (c) *Noncompliance with the manual*) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) *Mishaps*. If a mishap involving ammunition or explosives occurs, the Contractor shall—

- (1) Notify the Contracting Officer immediately;
- (2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and
- (3) Submit a written report to the Contracting Officer.

(52) (e) *Contractor responsibility for safety*) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of)

- (i) The Contractor's personnel and property;
- (ii) The Government's personnel and property; or
- (iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(52) (f) *Contractor responsibility for contract performance*) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.



	<p>(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.</p> <p>(52) (g) <i>Subcontractors</i>) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.</p> <p>(ii) <b>NOTE:</b> The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to “the Government”. The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.</p> <p>(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor’s compliance.</p> <p>(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government’s right to access to the subcontractor’s facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government’s contractual interests.</p> <p>(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled “Change in Place of Performance—e—Ammunition and Explosives”.</p>
52.223-7003	Change in Place Of Performance-Ammunition and Explosives <i>Applicable to Orders involving ammunitions and explosives</i>
52.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives

**Additional Clauses Applicable to orders exceeding \$2,500.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.222-41	Service Contract Act of 1965, as amended <i>Applicable to all subcontracts exceeding \$2,500.00 and subject to Service Contract Labor Standards Statute</i>
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements <i>Applicable to all service contracts exceeding \$2,500.00</i>
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706

**Additional Clauses Applicable to orders exceeding \$3,500.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.222-54	Employment Eligibility Verification

**Additional Clauses Applicable to orders exceeding the Micro-Purchase Threshold**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.213-4	Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items)
52.219-28	Post-Award Small Business Program Representation <i>Applicable to contracts performed in the United States</i>

**Additional Clauses Applicable to orders exceeding \$15,000.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.222-20	Walsh Healy Public Contracts Act <i>Applicable to orders exceeding \$15,000</i>
52.222-36	Affirmative Action for Workers with Disabilities <i>Applicable to orders exceeding \$15,000.00.</i>

**Additional Clauses Applicable to orders exceeding \$30,000.00**

52.204-10	<b><i>Reporting Executive Compensation and First-Tier Subcontract Awards</i></b> <i>Applicable to first-tier subcontracts of \$30,000 or more</i>
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**Additional Clauses Applicable to orders exceeding \$35,000.00**

52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or proposed for Debarment <i>Applicable to all subcontracts exceeding \$35,000 except for COTS items</i>
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a state sponsor of Terrorism

**Additional Clauses Applicable to orders exceeding \$100,000.00**

<b>Clauses No.</b>	<b>NASA FAR Supplement Clause Title</b>
1852.244-70	Geographic Participation In The Aerospace Program <i>Applicable to Orders exceeding \$100,000.00</i>

**Additional Clauses Applicable to orders exceeding \$150,000.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.

**Additional Clauses Applicable to orders exceeding the Simplified Acquisition Threshold**

52.203-6	Restrictions on Subcontractor Sales to the Government <i>Applicable to all subcontracts exceeding the simplified acquisition threshold</i>
52.203-7	Anti-Kickback Procedures <i>Applicable to Orders exceeding the simplified acquisition threshold. Paragraph (c)(1) does not apply. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contractor level or has directed EBAD to withhold any sum from the Seller, EBAD may ..."</i>
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity <i>Applicable to subcontracts for other than commercial items that exceed the simplified acquisition threshold</i>

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity <i>Not Applicable to Commercial Items</i> <i>“Government means Government” and “Contacting Officer” means “Contracting Officer”.</i> <i>Paragraph (e) is added: “(e) To the extent the Government has reduced EBAD’s price or fee in accordance with paragraph (c) of this clause for violations of the Act by Seller, EBAD may reduce the price or fee of this Order accordingly.”</i>
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.203-16	Preventing Personal Conflicts of Interest
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.209-5	Certification Regarding Responsibility Matters
52.215-2	Audit and Records – Negotiation <i>Applicable to all subcontracts that exceed the simplified acquisition threshold. “Contracting Officer” in paragraph (b), (c) and (e) means “Contracting Officer”</i>
52.215-14	Integrity of Unit Prices <i>Applicable to all subcontracts above the simplified acquisition threshold</i>
52.222-38	Compliance with Veterans’ Employment Reporting Requirements <i>Not applicable when Contract for commercial items.</i>
52.222-40	Notification of Employee Rights Under the National Labor Relations Acts <i>Applicable to all subcontracts that exceed the simplified acquisition threshold.</i>
52.227-1	Authorization and Consent <i>Applicable to all subcontracts exceeding the simplified acquisition threshold</i> <i>The term “Government” shall mean “Government” for the complete context of this clause.</i>
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement <i>Applicable to all subcontracts exceeding the simplified acquisition threshold</i>
52.229-3	Federal, State and Local Taxes <i>Applicable to all subcontracts above the simplified acquisition threshold</i>
52.229-4	Federal, State and Local Taxes (State and Local Adjustments) <i>Applicable to all subcontracts above the simplified acquisition threshold</i>
52.242-13	Bankruptcy
52.248-1	Value Engineering
<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies <i>Applicable to all first-tier subcontracts exceeding the simplified acquisition threshold. “Government” means “Government” except contracts for Commercial Items.</i>
252.223-7004	Drug-Free Work Force <i>Applicable to Contracts for non-Commercial items (1) that involve access to classified information; or (2) when the contracting officer determines the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of, the contract.</i>
252.225-7008	Restriction on Acquisition of Specialty Metals <i>Applicable when delivery of specialty metals as end items</i>
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.247-7023	Transportation of Supplies by Sea <i>Applicable to Orders exceeding the simplified acquisition threshold. “Prime Contract” in paragraph (a)(5) is changed to “this Order”. Paragraph (c) is changed to read “Seller and its subcontractors may request that EBAD obtain Government authorization for shipment ...” “45 days” is changed to “60 days” in paragraph (d) and “30 days” to “25 days” in paragraph (e).</i>
<b>Clauses No.</b>	<b>NASA FAR Supplement Clause Title</b>
1852.223-72	Safety and Health (Short Form) <i>Applicable when work will be conducted completely or partly on Federally-controlled facilities.</i>

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**Additional Clauses Applicable to orders exceeding \$ 500,000.00**

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

**Additional Clauses Applicable to orders exceeding \$ 700,000.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.219-9	Small Business Subcontracting Plan <i>Not applicable if Subcontractor is a Small Business.</i>
52.219-16	Liquidated Damages -- Subcontracting Plan <i>Applicable if 52.219-9 applies</i>

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award <i>Applicable to contract if Contractor is first-tier subcontractor &amp; will perform any part of this contract outside the United States and Canada, and contract(1) Exceeds \$700,000 in value; and (2) Could be performed inside the United States or Canada.</i>

**Additional Clauses Unless Otherwise Exempt**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.214-26	Audit and Records – Sealed Bidding. <i>Applicable if sealed bidding is used.</i>
52.214-28	Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding <i>Applicable if sealed bidding is used.</i>
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data (Class Deviation 2018-O0015) <i>Applicable to all subcontracts that exceed the threshold for certification of cost or pricing data</i>
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Class Deviation 2018-O0015) <i>Applicable to all subcontracts that exceed the threshold for certification of cost or pricing data</i>
52.215-15	Pension Adjustments and Asset Reversions <i>Applicable to Orders that require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.</i>
52.215-18	Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions <i>Applicable to Orders that require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.</i>
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications
52.230-2	Cost Accounting Standards (Class Deviation 2018-O0015) <i>Applicable to negotiated subcontracts exceeding \$2,000,000</i>
52.230-3	Disclosure and Consistency of Cost Accounting Standards (Class Deviation 2018-O0015) <i>Applicable to negotiated subcontracts exceeding \$2,000,000</i>
52.230-6	Administration of Cost Accounting Standards <i>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</i>
52.242-3	Penalties for Unallowable Costs

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.215-7008	Only One Offer <i>Use in Competitive Solicitations</i>
252.215-7010	Requirements for Certified Cost or Pricing Data and Data other than Certified Cost or Pricing Data

### **Additional Clauses Applicable to orders exceeding \$1,000,000.00**

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.222-7006	<b>Restrictions on the Use of Mandatory Arbitration Agreements</b> <i>Applicable to Non-Commercial and Non-COTS Items</i>

### **Additional Clauses Applicable to orders exceeding \$5,500,000.00**

<b>Clauses No.</b>	<b>Code of Federal Regulations Title</b>
52.203-13	Contractor Code of Business Ethics and Conduct <i>Applicable to subcontracts in excess of \$5,500,000 with a period of performance of more than 120 days</i>
52.203-14	Display of Hotline Poster(s) <i>Applicable to subcontracts in excess of \$5,500, except if acquiring a commercial item or a contract performed entirely outside U.S.</i>
52.210-1	Market Research <i>Applicable to Non-Commercial Items</i>
<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.203-7004	Display of Hotline Posters <i>Applicable to Non-Commercial, DoD Flowdown Orders exceeding \$5,500,000.00, replacing 52.203-14</i>

### **Cost Reimbursement, Time & Material or Labor Hour Purchase Orders**

<b>Clauses No.</b>	<b>Code of Federal Regulations Title</b>
52.204-14	Service Contract Reporting Requirements <i>Applicable to first-tier subcontractors for 1) Cost Plus, Time &amp; Material or Labor Hour contracts greater than Simplified Acquisition Threshold or 2) Fixed Price Service Contracts over \$500,000. Not applicable to DoD-funded or classified orders.</i>
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts <i>Applicable to first-tier subcontractors for 1) Cost Plus, Time &amp; Material or Labor Hour contracts greater than Simplified Acquisition Threshold or 2) Fixed Price Service Contracts over \$500,000. Not applicable to DoD-funded or classified orders.</i>
52.216-7	Allowable Cost and Payment
52.216-8	Fixed Fee
52.216-10	Incentive Fee
52.216-11	Cost Contract – No Fee
52.216-12	Cost Sharing Contract – No Fee
52.222-2	Payment for Overtime Premiums <i>Insert 0% in paragraph (a), unless Purchase Order indicates otherwise.</i>
52.228-7	Insurance – Liability to Third Persons
52.232-7	Payments under Time-and-Material and Labor-Hour Contracts <i>“Schedule” means this Purchase Order; “voucher(s)” means invoice(s)</i>
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.234-4	Earned Value Management System <i>Applies to only listed applicable subcontractors, if any.</i>
52.242-1	Notice of Intent to Disallow Costs
52.243-2	Changes – Cost-Reimbursement
52.243-3	Changes – Time and Material or Labor-Hours
52.244-2	Subcontracts <i>Only paragraphs (g) and (h) apply</i>

52.246-3	Inspection of Supplies – Cost-Reimbursement <i>“Government” means “Government and/or EBAD.” Provisions for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.</i>
52.246-5	Inspection of Services – Cost-Reimbursement <i>“Government” means “Government and/or EBAD.” Provisions for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.</i>
52.246-6	Inspection of Time and Material and Labor Hour <i>“Government” means “Government and/or EBAD.” Provisions for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.</i>
52.249-6	Termination (Cost-Reimbursement) <i>In paragraph (e), change “15 days and “45 days” to “30 days” and “90 days”, respectively. In paragraph (f), change “1 year” to “six months”.</i>
52.249-14	Excusable Delays

**Additional Clauses:**

**A. TRUTHFUL COST OR PRICING DATA**

Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive of appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Seller must certify as to the accuracy, currency and completeness of its information in accordance with the FAR required Certificate of Current Cost or Pricing Data.

**1. Indemnification**

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Purchase Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

The phrase “cost or pricing data” as used herein shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Purchase Order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- a. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- b. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

**2. Cost or Pricing Data for Changes**

Prior to the pricing of any change or other modification to this Purchase Order which involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing data, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Purchase Order, Seller shall obtain such data.