

General Terms and Conditions U.S. Government FAR Clauses Supplement (Applicable to All Solicitations/Procurements Under U.S. Government Contracts)

The following Federal Acquisition Regulations (FAR) and agency FAR Supplement clauses are incorporated herein by reference and made a part hereof, except to the extent modified below by a numbered note(s). The FAR and FAR Supplement clauses are the versions in effect as of the date of the prime contract. Section A clauses apply to all Agreements. Section B clauses apply when a NASA prime contract number is cited on the face of this Agreement. Section C clauses apply when a DoD prime contract number is cited on the face of this Agreement. Except as may be expressly otherwise provided below in each of such clauses, "Contractor" shall mean "Seller"; "Subcontractor" shall mean "Seller's Subcontractor"; and "Contract" shall mean "this Agreement." Contracting Officer" shall mean the Contracting Officer of the Government prime contract unless otherwise specified.

A. Federal Acquisition Regulation (FAR) Clauses Incorporated by Reference

- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees (1)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (2)
- 52.203-7 Anti-Kickback Procedures
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (4,20,27,36)
- 52.203-13 Contractor Code of Business Ethics and Conduct
- 52.203-14 Display of Hotline Poster(s)
- 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (3/2009)
- 52.204-2 Security Requirements
- 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements
- 52.211-5 Material Requirements **(8/2000)**
- 52.211-7 Alternatives to Government-Unique Standards **(11/99)**
- 52.211-15 Defense Priority and Allocation Requirements
- 52.214-26 Audits and Records—Sealed Bidding
- 52.214-28 Subcontractor Cost or Pricing Data Modifications—Sealed Bidding
- 52.215-1 Instructions to Offers-Competitive Acquisition **(1/2004)**
- 52.215-2 Audit and Records—Negotiation
- 52.215-10 Price Reduction for Defective Cost or Pricing Data **(10/97)** (45)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data—Modification **(10/97)** (7,8)
- 52.215-12 Subcontractor Cost or Pricing Data **(10/97)** (7,44)
- 52.215-13 Subcontractor Cost or Pricing Data—Modifications **(10/97)** (7)
- 52.215-14 Integrity of Unit Prices **(10/97)** (7)
- 52.215-15 Pension Adjustments and Asset Reversions **(10/2004)** (9)
- 52.215-17 Waiver of Facilities Capital Cost of Money **(10/97)**
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB)Other than Pensions **(7/2005)**
- 52.215-19 Notification of Ownership Changes **(10/97)**
- 52.216-5 Price Redetermination—Prospective
- 52.216-6 Price Redetermination—Retroactive
- 52.216-16 Incentive Price Revision—Firm Target
- 52.216-17 Incentive Price Revision—Successive Targets
- 52.219-8 Utilization of Small Business Concerns **(5/2004)**

- 52.219-9, Small Business Subcontracting Plan
- 52.219-16 Liquidating Damages – Subcontracting Plan
- 52.222-1 Notice to the Government of Labor Disputes (4)
- 52.222-4 Contract Work Hours and safety Standards Act—Overtime Compensation (13)
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-16 Approval of Wage Rates
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated facilities **(2/99)**
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans **(9/2006)**
- 52.222-36 Affirmative Action for Workers with Disabilities **(6/1998)**
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans **(9/2006)**
- 52.222-39 – Notification of Employee Rights Concerning Payment of Union Dues or Fees. Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (Dec 2004)
- 52.222-41 Service Contract Act of 1965, as Amended
- 52.222-54 Employment Eligibility Verification
- 52.223-3 Hazardous Materials Identification and Material Safety Data
- 52.223-7 Notice of Radioactive Materials
- 52.223-14 Toxic Chemical Release Reporting
- 52.224-2 Privacy Act
- 52.225-1 Buy American Act—Supplies **(2/2009)**
- 52.225-7 Wavier of Buy American Act for Civil Aircraft and Related Articles **(2/2000)**
- 52.225-8 Duty-Free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases **(6/2008)**
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (1,16)
- 52.227-3 Patent Indemnity
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications—Classified subject Matter (17)
- 52.227-11 Patent Rights—Retention by the Contractor (Short Form)
- 52.227-12 Patent Rights—Retention by the Contractor (Long Form) (18)
- 52.227-13 Patent Rights—Acquisition by the Government
- 52.227-14 Rights in Data—General (19)
- 52.227-16 Additional Data Requirements (4)
- 52.227-17 Rights in Data—Special Works (4)
- 52.227-18 Rights in Data—Existing Works (4)
- 52.227-19 Commercial Computer Software-Restricted Rights
- 52.227-20 Rights in Data-SBIR Program
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major System **(12/2007)**
- 52.227-22 Major System—Minimum Rights
- 52.227-23 Rights to Proposal Data (Technical)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act)
- 52.228-4 Workers' Compensation and War Hazard Insurance Overseas
- 52.228-5 Insurance—Work on a Government Installation
- 52.229-6 Taxes—Foreign Fixed-Price Contracts
- 52.229-7 Taxes—Fixed-Price Contracts with Foreign Governments
- 52.229-8 Taxes—Foreign Cost Reimbursement Contracts **(3/1990)**
- 52.229-9 Taxes—Cost Reimbursement Contracts with Foreign Government **(3/1990)**
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax
- 52.230-2 Cost Accounting Standards (7,21)

- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (21)
- 52.230-4 Consistency in Cost Accounting Practices (21)
- 52.230-5 Cost Accounting Standards – Educational Institution **(10/2008)**
- 52.230-6 Administration of Cost Accounting Standards **(3/2008)**
- 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts **(2/2007)**
- 52.232-16 Progress Payments (4,40)
- 52.232-17 Interest (20)
- 52.232-20 Limitation of Cost
- 52.232-22 Limitation of Funds
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- 52.237-3 Continuity of Services
- 52.242-15 Stop-Work Order (4)
- 52.242-16 Stop-Work Order—Facilities
- 52.242-17 Government Delay of Work
- 52.243-1 Changes—Fixed-Price (4)
- 52.243-2 Changes—Cost-Reimbursement
- 52.243-3 Changes—Time-and-Materials or Labor-Hours
- 52.244-2 Subcontracts **(6/2007)**
- 52.244-5 Competition in Subcontracting
- 52.244-6 Subcontracts for Commercial Items **(2/2009)**
- 52.245-2 Government Property (Fixed-Price Contracts) (4,24)
- 52.245-17 Special Tooling
- 52.245-18 Special Test Equipment (48)
- 52.246-2 Inspection of Supplies—Fixed-Price (1,4)
- 52.246-3 Inspection of Supplies—Cost-Reimbursement
- 52.246-4 Inspection of Services—Fixed-Price (1)
- 52.246-5 Inspection of Services—Cost-Reimbursement
- 52.246-6 Inspection—Time-and-Material and Labor-Hour
- 52.246-15 Certificate of Conformance (1,26)
- 52.246-16 Responsibility for Supplies (1)
- 52.246-23 Limitation of Liability (27)
- 52.246-24 Limitation of Liability—High-Value Items
- 52.246-25 Limitation of Liability—Services (27)
- 52.247-63 Preference for U.S.-Flag Air Carriers (28)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- 52.248-1 Value Engineering (4,20)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) **(Short Form)**
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (29)
- 52.249-4 Termination for Convenience of the Government (Services) **(Short Form)**
- 52.249-6 Termination (Cost-Reimbursement)
- 52.249-8 Default (Fixed-Price Supply and Service)

B. NASA Federal Acquisition Regulation Supplement Clauses Incorporated by Reference.

The following clauses apply if this order is issued under a NASA Prime Contract:

- 1852.204-75 Security Classification Requirements
- 1852.204-76 Security Requirements for Unclassified Information
- 1852.208-81 Restrictions on Printing and Duplicating (4)
- 1852.209-70 Product Removal from Qualified Products List
- 1852.211-70 Packaging, Handling and Transportation

- 1852.219-74 Use of Rural Area Small Businesses
- 1852.219-75 Small Business Subcontracting Reporting
- 1852.223-70 Safety and Health (31)
- 1852.223-71 Frequency Authorization
- 1852.223-72 Safety and Health (Short Form)
- 1852.225-70 Export Licenses
- 1852.227-11 Patent Rights—Retention by the Contractor (Short Form)
- 1852.227-70 New Technology (32)
- 1852.227-72 Designation of New Technology Representative and Patent Representative
- 1852.227-85 Invention Reporting and Rights—Foreign
- 1852.227-87 Transfer of Technical Data Under Space Station International Agreements
- 1852.228-72 Cross-Waiver of Liability for Space Shuttle Services
- 1852.231-70 Pre-contract Cost
- 1852.237-71 Pension Portability
- 1852.242-72 Observance of Legal Holiday
- 1852.242-73 NASA Contractor Financial Management Reporting
- 1852.244-70 Geographic Participation in the Aerospace Program (7)
- 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors
- 1852.247-71 Protection of the Florida Manatee
- 1852.249-72 Termination
- 1852.252-70 Compliance with NASA FAR Supplement

C. Defense Federal Acquisition Regulation Supplement Clauses Incorporated by Reference

The following clauses apply if this order is issued under a DoD Prime Contract:

- 252.203-7001 Prohibition on persons Convicted of Fraud or Other Defense-Contract-Related Felonies **(12/2008)**
- 252.204-7000 Disclosure of Information
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty
- 252.211-7000 Acquisition Streamlining
- 252.215-7000 Pricing Adjustments
- 252.217-7003 Changes
- 252.222-7000 Restrictions on Employment of Personnel
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
- 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements
- 252.223-7002 Safety Precautions for Ammunition and Explosives
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
- 252.225-7001 Buy American Act and Balance of Payments Program
- 252.225-7002 Qualifying Country Sources as Subcontractors
- 252.225-7005 Identification of Expenditures in the United States
- 252.225-7011 Restriction on Acquisition of Supercomputers
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7013 Duty Free Entry
- 252.225-7014 Preference for Domestic Specialty Metals
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7025 Restriction on acquisition of forgings **(7/2006)**

- 252.225-7033 Waiver of United Kingdom Levies
- 252.225-7037 Evaluation of Offers for Air Circuit Breakers
- 252.227-7013 Rights in Technical Data—Noncommercial Items
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- 252.227-7015 Technical Data—Commercial Items
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program
- 252.227-7019 Validation of Asserted Restrictions—Computer Software
- 252.227-7020 Rights in Special Works
- 252.227-7021 Rights in Data—Existing Works
- 252.227-7022 Government Rights (Unlimited)
- 252.227-7023 Drawings and Other Data to become Property of Government
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (4/1988)
- 252.227-7030 Technical Data—Withholding of Payment
- 252.227-7033 Rights in Shop Drawings
- 252.227-7034 Patents—Subcontracts
- 252.227-7037 Validation of Restrictive Markings on Technical Data
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.231-7000 Supplemental Cost Principles
- 252.232-7003 Electronic Submission of Payments Requests
- 252.234-7001 Earned Value Management System
- 252.235-7003 Frequency Authorization
- 252.236-7000 Modification Proposals—Price Breakdown
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
- 252.242-7005 Cost/Schedule Status Report
- 252.246-7000 Material Inspection and Receiving Report (20)
- 252.246-7001 Warranty of Data (4,20)
- 252.247-7023 Transportation of Supplies by Sea (27,38,43)
- 252.247-7024 Notification of Transportation of Supplies by Sea
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

Notes:

1. "Government" means "Government or APPTIS."
2. "Government" means "Government or APPTIS" in paragraph (a).
3. "Government" and "Prime Contractor" mean "APPTIS"; "Subcontractor" means "Seller."
4. "Contracting Officer" means "APPTIS."
5. Paragraphs (a), (b), and (d) only apply.
6. This clause applies if this Agreement exceeds \$10,000.
7. This clause applies if this Agreement exceeds \$100,000.
8. (a) If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with the Prime Contract or any cost reimbursable under the Prime Contract was increased by any significant sums because Seller or any lower-tier subcontractor furnished cost or pricing data which was not complete, accurate, and current, and as a result, the Prime Contract price is reduced pursuant to the Price Reduction clause in the Prime Contract, or the price of this Agreement is not allowed or accepted in full under the Prime contract (where the Prime Contract is other than firm

fixed-price), then the price of the Agreement shall be appropriately reduced and this Agreement shall be modified in writing as may be necessary to reflect such reduction.

(b) Any determination by the Contracting Officer covered by paragraph (a) of this clause shall be binding upon Seller, subject to the "Disputes" clause of this Agreement.

(c) The rights and obligations described in this clause shall survive completion of and final payment under or termination of this Agreement. (d) In paragraph (d), "United States" and "Government" mean "APPTIS."

9. Paragraph (c) is deleted.

10. In paragraph (a), "Contracting Officer" means "APPTIS."

11. This clause applies if this Agreement exceeds \$500,000.

12. This clause applies if this Agreement is not subject to the Walsh-Healey Act.

13. APPTIS may withhold or recover from Seller such sums as the Contracting Officer and/or Prime Contractor withholds or recovers from APPTIS because of liabilities of Seller or its subcontractors under this clause.

14. This clause applies if this Agreement is subject to the Act.

15. This clause applies if this Agreement exceeds \$2,500.

16. "Contracting Officer" shall mean "Contracting Officer or APPTIS."

17. Seller shall notify APPTIS of any action taken pursuant to this clause.

18. "Agency," "Federal Agency," and "Funding Federal Agency" mean the U.S. Government department or agency which awarded the prime contract under which this Agreement is issued.

19. (a) Any approvals from or submittals to the prime contract Contracting Officer shall be obtained through or made through APPTIS. (b) "Government" shall mean "Government and/or APPTIS" except in paragraphs (a), (b), (c)(1) and (c)(2), and (h). (c) In paragraph (e)(1), that part which reads "...the Contracting Officer may at any time either return the data to the contractor, or cancel or ignore the markings" is changed to read "...APPTIS or Contracting Officer may at any time either return the data to the contractor, or cancel or ignore the markings." (d) Paragraph (e)(4) is deleted in its entirety. (e) Delete paragraph (h) and substitute the following: "Seller has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill Seller's obligations to APPTIS under this contract. If a subcontractor refuses to accept terms affording the Government such rights, Seller shall promptly bring such refusal to the attention of APPTIS and not proceed with subcontract award without further authorization." (f) Alternate II is incorporated in this Agreement. No changes are made in the "limited Rights Notice." (g) Alternate III is incorporated in this Agreement. No changes are made in the Restricted Rights Notice."

20. "Government" means "APPTIS."

21. Seller shall communicate and otherwise deal directly with the cognizant ACO to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide APPTIS with copies of all communications between Seller and the cognizant ACO respecting this clause, provided Seller shall not be required to disclose to APPTIS such communications containing information which is privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Agreement, Seller agrees to indemnify and hold APPTIS harmless to the full extent of any loss, damage, or expense (excluding profit) if APPTIS is subjected to any liability as the

result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of this clause.

22. In the second sentence, "Government" means "Government or APPTIS."

23. (a) Delete paragraph (a), "Definitions," and insert the paragraph, "(a) Contracting Officer", "Administrative Contacting Officer," and "Specifically Authorized Representative (SAR)" mean "APPTIS." "Government includes APPTIS."

24. (a) In paragraphs (a)(1) and (e)(4), "Government" is changed to "Government or APPTIS." (b) In paragraph (a) (3), "at Government expense" is changed to "at APPTIS expense." (c) In paragraphs (b)(2) and (c)(4), "the Government" is changed to "APPTIS." (d) In paragraph (e)(3), "repairs as the Government directs" is changed to "repairs as APPTIS directs." (e) In paragraph (f), "The Government" is changed to "The Government and APPTIS." (f) In paragraph (h), "in favor of the Government" is changed to "in favor of APPTIS"; and "the Government shall not" is changed to "neither the Government nor APPTIS shall." (g) In paragraph (h)(4)(i) "or paid to the Government" is changed to "or paid to APPTIS." (h) In paragraph (j) "the Government" is changed to "the Government or APPTIS."

25. (a) In paragraph (a) "The Government makes no" is changed to "Neither the Government nor APPTIS makes any." (b) In paragraph (c)(1) "at the Government's expense" is changed to "at APPTIS expense." (c) In paragraph (c)(2) "the Government" is changed to "the Government or APPTIS."

26. "Cognizant Contract Administration Office" and "CAO" mean "APPTIS."

27. This clause applies if this Agreement exceeds \$25,000.

28. This clause applies if this Agreement may involve international air transportation.

29. (a) "Government" and "Contracting Officer" mean "APPTIS" except in paragraphs (b)(4), (b)(6), (b)(8), (j)(2), and (j)(3), in which the term "Government" means "APPTIS or Government." (b) In paragraph (d), "1 year" is changed to "4 months."

30. "Government" and "Contracting Officer" mean "APPTIS," except in paragraph (a).

31. "Contracting Officer" means "APPTIS," except in paragraph (f); "Government" means "APPTIS."

32. In paragraph (h), "Contractor" means "APPTIS."

33. (a) Any approvals from or submittals to the prime contract Contracting Officer shall be obtained through or made through APPTIS. (b) In paragraph (c)(1)(i), that part which reads "...shall relieve the Government of liability..." is changed to read "...shall relieve the Government and APPTIS of liability..." (c) In paragraph (e)(2), "Contracting Officer" means "APPTIS." (d) In paragraph (f), "Government" and "Contracting Officer" mean "APPTIS." (e) In paragraph (j), "Contracting Officer" means "APPTIS." (f) In paragraph (k), "Government" includes "APPTIS," except in subparagraph (3). (g) In paragraph (l), "Contracting Officer" means "APPTIS."

34. In the first sentence, that part which reads "... the Government may..." is changed to read "... the Government or APPTIS may..."

35. Paragraph (d) is completed.

36. Paragraph (c) is unchanged and is informational only.

37. This clause applies only if the Government will maintain all official property records.

38. All requests for authorization from the Contracting Officer shall be made via the Buyer.

39. This clause applies if Seller employees are to serve as procurement officials for another Government agency procurement.
40. "Government" means "APPTIS," except in paragraphs (d), (e), and (j).
41. (a) Paragraph (d) is changed in its entirety to read "In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as suspension or debarment. APPTIS may terminate this Agreement at no cost or terminate this contract for default if Seller violates the prohibitions of this clause."
(b) Paragraph (f) is deleted.
42. In paragraph (c), "30 calendar days" is changed to "20 calendar days."
43. In paragraph (f), "Government" and "Contracting Officer" means "APPTIS."
44. (a) If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with the Prime Contract or at any cost reimbursable under the Prime Contract was increased by any significant sums because Seller or any lower-tier subcontractor furnished cost or pricing data that was not complete, accurate, and current, and as a result, the Prime Contract price is reduced pursuant to the Price Reduction clause in the Prime Contract, or the price of this Agreement is not allowed or accepted in full under the Prime Contract (where the Prime Contract is other than firm-fixed price), then the price of the Agreement shall be appropriately reduced and this Agreement shall be modified in writing as may be necessary to reflect such reduction. (b) Any determination by the Contracting Officer covered by paragraph (a) of this clause shall be binding upon the Seller, subject to the "Disputes" clause of this Agreement. (c) The rights and obligations described in this clause shall survive completion of and final payment under or termination of the Agreement. (d) In paragraph (e), "United States" and "Government" mean "APPTIS."
45. This clause applies if this agreement exceeds the small purchase limitations in FAR, Part 13.
46. This clause does not apply if FAR 52.225-17 is applicable to this Agreement.
47. This clause applies only if specifically referenced in Part I of this Agreement.
48. This clause applies if special test equipment or components will be acquired or fabricated under this Agreement.