



**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO  
FIXED-PRICE CONTRACTS AND ORDERS UNDER U.S. GOVERNMENT CONTRACTS**

This purchase order, subcontract, or other agreement (“Agreement”) is placed by Buyer under a prime contract between the United States of America (the “Government”) and Buyer or under a subcontract between Buyer and the holder of a prime contract or a higher-tier subcontract under a prime contract, with the Government. Unless otherwise noted, the provisions in these Additional Terms and Conditions Applicable to Fixed-Price Contracts and Orders Under U.S. Government Contracts (“Additional Terms and Conditions”) apply in addition to any other provisions of the Agreement. For the avoidance of doubt, these Additional Terms and Conditions shall not be interpreted to narrow the rights of Buyer or the responsibilities of Seller under any other provision of the Agreement.

**1. RESPONSIBILITY FOR PROPERTY.** All property furnished to Seller by Buyer for performance of the Agreement or for which Buyer has agreed to pay Seller shall be and remain the property of Buyer or the Government, as applicable. All property furnished or consigned to Seller by Buyer under the Agreement, including Government property, shall be maintained in accordance with Federal Acquisition Regulation (“FAR”) Subpart 45.5. Such property shall remain the property of Buyer or the Government, as applicable. Seller shall deliver the property covered by this clause to Buyer or the Government, as appropriate, F.O.B. carrier, Seller’s plant. Seller shall bear the risk of loss, destruction or damage until such property is received by Buyer or the Government, as applicable. Seller shall deliver or return Buyer and Government property in the same condition as when manufactured, acquired, or received, except for reasonable wear and tear. This clause does not apply to Government property furnished by a party other than Buyer and held by Seller under any other contract or agreement that governs Seller’s responsibility for that property.

**2. DOMESTIC END PRODUCTS AND CONSTRUCTION MATERIALS.** Unless the Agreement specifically states otherwise, Seller shall: (a) deliver under the Agreement only domestic end products as defined in FAR 52.225-1 and DFARS 252.227-7001; and (b) use under the Agreement only domestic construction materials as defined in FAR 52.225-5.

**3. TAXES.** Seller agrees that, unless otherwise indicated in the Agreement: (a) the prices stated do not include any state or local sales, use or other tax or duty from which an exemption is available for purposes of the Agreement and (b) the prices stated herein include all other applicable Federal, state and local taxes and duties in effect at the date of the Agreement. Seller agrees to accept and use tax exemption certificates, when supplied by Buyer, if acceptable to the applicable taxing authorities. In case it shall ever be determined that any tax or duty included in the prices stated herein was not required to be paid by Seller, Seller agrees to promptly notify and reimburse Buyer for such tax or duty.

**4. DEFENSE PRIORITY AND ALLOCATION SYSTEM.** If so identified, the Agreement is a “rated order” certified for national defense use, and Seller shall comply with the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

**5. ADDITIONAL WARRANTY.** Seller warrants that: (a) Seller and its lower-tier subcontractors are in full compliance and will continue to comply with all statutes, regulations, rules, orders, and ordinances (collectively, the “Law”) and all FAR, Defense Federal Acquisition Regulation Supplement (“DFARS”), and other provisions and clauses applicable to the Agreement (including, without limitation, those incorporated by reference into the Agreement and those that apply by operation of Law) and (b) all representations, certifications, and statements acknowledged or submitted by or on behalf of Seller in connection with the Agreement were accurate, complete, and current as the date acknowledged or submitted by or on behalf of Seller and that Seller will update those representations, certifications, and statements so that they remain accurate, complete, and current throughout performance of the Agreement. Seller agrees to defend, indemnify and hold harmless Buyer from and against any and all claims, actions, demands, investigations, and suits, and all losses, damages, injuries, penalties, fines, withholdings, interest, price or fee reductions, cost disallowances, and forfeitures, and all other costs and expenses (including cost of defense, settlement and reasonable attorney, consultant or other professional fees) (collectively, “Losses”) arising from or relating to any actual or alleged breach of the foregoing warranties.

**6. PRICE REDUCTIONS AND COST DISALLOWANCES.** In addition to any other remedies that Buyer may have hereunder, if Buyer incurs any Losses as a result of actual or alleged Covered Conduct by Seller or its lower-tier subcontractors, Buyer shall be entitled to reduce the price, cost, or fee of the Agreement in an amount equal to such Losses and/or demand payment of such Losses from Seller, and Seller shall promptly pay the amount of the Losses so demanded. As used in this paragraph, Covered Conduct means (a) failure to comply with any applicable Cost Accounting Standard (“CAS”) or to follow any practice disclosed in a CAS disclosure statement; (b) failure to furnish complete, accurate and current cost and pricing data or assertion of an exemption to a requirement to furnish cost or pricing data (including but not limited to a commercial product or commercial service assertion) and such exception is invalid); (c)



submission of unallowable cost in any proposal, invoice, or request for equitable adjustment in connection with the Agreement; and (d) submission of any data or other information of any description that is inaccurate.

**7. WORK PRODUCT AND DELIVERABLES.** In addition to any other rights set forth in the Agreement, Seller grants to Buyer, solely in connection with Buyer's performance of Buyer's contracts and subcontracts for the Government, a paid-up, royalty-free license to: (a) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, and distribute (internally or externally) copies of and prepare derivatives of any inventions, discoveries, improvements, patents, trade secrets, mask works, data (including but not limited to technical data and computer software as defined in DFARS 252.227-7013), copyrights, reports, works of authorship, know-how, deliverables, information, and other intellectual property conceived, reduced to practice, authored, developed, created, or used by Seller in performance of the Agreement or delivered by Seller under the Agreement and (b) to authorize others to do any, some, or all of the foregoing.

**8. DISPUTES.** All demands, claims, controversies, or disputes arising out of or relating to the Agreement or its breach or alleged breach (whether sounding in contract, statute, tort (such as negligence), strict liability, or otherwise) (collectively, "Disputes") shall be resolved under this clause. Buyer, at its election, may choose to resolve any Disputes that are directly or indirectly subject to resolution under the Disputes Clause of a prime contract with the Government either pursuant to this clause or pursuant to the other Disputes provisions of the Agreement without regard to this clause. If Buyer elects to apply this clause, but subsequently determines in good faith that the Dispute is not directly or indirectly subject to resolution under the Disputes Clause of a prime contract with the Government or that there is not a good faith basis to submit the Dispute to the Government, then Buyer may change its election and the Dispute shall be resolved under the other Disputes provisions of the Agreement without regard to this clause. Buyer's elections shall be binding upon the parties. To the extent Buyer elects to resolve a Dispute pursuant to this clause, Seller shall be bound by the resolution of the Dispute under the prime contract to the same extent that Buyer is bound and each party shall bear its own costs and expenses incurred in connection therewith. If Buyer elects to resolve a Dispute under this clause, then Seller shall prepare the Dispute for submission to the Government's contracting officer for the applicable prime contract ("Contracting Officer") with all required supporting documentation and certifications and in the appropriate form, and Buyer shall submit any such Dispute to its customer and shall notify Seller of any final decision of the Contracting Officer that relates to the Agreement or to Seller's performance under it, within ten (10) days after Buyer receives the decision. Any final decision shall be conclusive and binding upon Seller unless it is timely and properly appealed under this clause and the Disputes Clause of the prime contract. If Buyer elects to appeal the decision, Seller shall provide Buyer reasonable assistance in prosecuting such appeal, including, without limitation, giving Buyer reasonable access to Seller's personnel and relevant non-privileged documents, and each party shall bear its own costs and expenses incurred in connection with the appeal. If Buyer elects not to appeal any final decision of the Contracting Officer under the Disputes Clause of the prime contract, then Buyer shall so notify Seller in writing within twenty (20) days after Buyer receives the final decision of the Contracting Officer. If within thirty (30) days after Seller receives Buyer's notice of its decision not to appeal the final decision of the Contracting Officer, Seller notifies Buyer that Seller wishes to appeal that final decision, Buyer shall grant Seller an indirect right to appeal that final decision or deemed denial in Buyer's name under the Disputes Clause of the prime contract. In such event, Seller shall pay all costs and expenses of any such appeal reasonably incurred by Buyer, Seller shall be responsible for prosecuting the appeal and preparing and presenting all pleadings, evidence, and argument, and Seller shall provide monthly written reports to Buyer of the progress of the appeal and shall furnish Buyer copies of all pleadings and non-privileged correspondence filed or received by Seller concerning the appeal. In any event, the outcome of an appeal shall be binding upon Seller to the same extent it is binding upon Buyer. If Buyer is required to submit a certification to its customer or to the Government regarding a claim submitted pursuant to the Contract Disputes Act, then Seller shall make available to Buyer all non-privileged information that is necessary or appropriate to support or confirm the certification and shall, at a minimum, provide a backup certification to Buyer. Pending the final resolution of any Dispute, whether pursuant to this clause or otherwise, Seller shall proceed diligently to perform the Agreement in accordance with the directions of Buyer's Purchasing Agent.

**9. AMENDMENTS.** Notwithstanding any other provision of the Agreement: (a) Buyer shall be entitled to amend the Agreement by written notice to Seller to incorporate additional provisions, to delete provisions, and/or to change the provisions of the Agreement in order to comply with the provisions of the prime contract, Buyer's higher-tier subcontract, or provisions of amendments to either of the foregoing; (b) if any such change causes an increase or decrease in the cost of, or the time required for, performance, Seller shall be entitled to request an equitable adjustment in the price, the delivery schedule, or both; (c) provided, however, that Seller shall not be entitled to any adjustment only if and to the extent: (i) Seller asserts its right to an adjustment in writing within seven (7) days from receipt of the unilateral amendment (which, in the case of email notification, shall be deemed to occur on the date Buyer transmitted the amendment to Seller) and (ii) Buyer receives a corresponding adjustment from its customer as a result of Seller's request.



**10. DEFINITIONS FOR CLAUSES INCORPORATED BY REFERENCE.** The clauses identified in these Additional Terms and Conditions shall be interpreted to apply to Seller as necessary to reflect the position of Seller as a subcontractor to Buyer, to ensure Seller's obligations to Buyer, and to enable Buyer to meet Buyer's obligations to its customer. Without limiting the foregoing: (a) unless the context of the clause or applicable law requires otherwise, the term "Contract" shall mean the Agreement, the term "Contractor" shall mean Seller, the term "Subcontractor" shall mean Seller's subcontractor, and the terms "Government," "Contracting Officer," and equivalent phrases shall mean Buyer and Buyer's Purchasing Agent, respectively; (b) the words "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or when title to property (including, without limitation, intellectual property) is to be transferred directly to the Government; and (c) where a clause specifies the number of days in which Seller must act, that number shall be reduced by one third. References to the "value" of the Agreement refer to the total fixed price or, in the case of indefinite delivery/indefinite quantity Agreements, the maximum value stated in the Agreement.

**11. FAR CLAUSES INCORPORATED BY REFERENCE.** The FAR clauses referenced below are incorporated by reference and apply to the Agreement to the extent, and with the modifications, identified below. The effective version of each clause shall be the version that applies to Buyer under its prime contract or higher-tier subcontract. The clauses marked with an asterisk do not apply if Buyer's purchase order expressly states that the deliverables are commercial products or commercial services as defined in FAR 2.101.

a. The following FAR clauses apply to the Agreement:

- (1) FAR 52.203-3, Gratuities\* (In (b), substitute "pursuant to the Disputes clause of the Agreement" for "any court having lawful jurisdiction.")
- (2) FAR 52.203-8, Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity
- (3) FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity
- (4) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- (5) FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Applies if Seller meets thresholds in this clause. Executive compensation, if required, will be made available to the public.)
- (6) FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems
- (7) FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities
- (8) FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- (9) FAR 52.204-27, Prohibition on a ByteDance Covered Application
- (10) FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment\* (Seller shall provide Buyer copies of any notices.)
- (11) FAR 52.211-5, Material Requirements
- (12) FAR 52.219-8, Utilization of Small Business Concerns
- (13) FAR 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000\*
- (14) FAR 52.222-21, Prohibition on Segregated Facilities (Inapplicable if the Agreement will be performed entirely outside the U.S. by employees recruited outside the U.S.)
- (15) FAR 52.222-26, Equal Opportunity (Inapplicable if the Agreement will be performed entirely outside the U.S. by employees recruited outside the U.S.)
- (16) FAR 52.222-36, Equal Opportunity for Workers with Disabilities (Inapplicable if the Agreement will be performed entirely outside the U.S. by employees recruited outside the U.S.)
- (17) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Inapplicable if the Agreement will be performed entirely outside the U.S. by employees recruited outside the U.S.)
- (18) FAR 52.222-50, Combating Trafficking in Persons
- (19) FAR 52.222-54, Employment Eligibility Verification (Inapplicable if the Agreement will be performed entirely outside the U.S.)
- (20) FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving\*
- (21) FAR 52.225-13, Restrictions on Certain Foreign Purchases\*
- (22) FAR 52.227-14, Rights in Data – General with Alternates II, III, and V (Inapplicable to DoD contracts.)



- (23) FAR 52.227-16, Additional Data Requirements (Inapplicable to DoD contracts.)
  - (24) FAR 52.227-23, Rights in Proposal Data (Technical) (Inapplicable to DoD contracts.)
  - (25) FAR 52.242-15, Stop-Work Order with Alternate I
  - (26) FAR 52.243-1, Changes – Fixed Price with Alternate II (Add the following as (a)(7): “Place of inspection or acceptance.” Seller shall be entitled to an equitable adjustment under the Agreement only if and to the extent Buyer actually receives an equitable adjustment under its prime contract or higher-tier subcontract in connection with Seller’s request.)
  - (27) FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services
  - (28) FAR 52.245-1, Government Property with Alternate I (Seller’s obligations with respect to Buyer property shall be the same as those identified in this clause with respect to Government property except that, in the case of Buyer property, “Property Administrator” shall mean “Buyer’s Purchasing Agent.”)
  - (29) FAR 52.246-2, Inspection of Supplies – Fixed Price (Substitute this clause for the provisions of the Agreement relating to inspection of supplies. Substitute the following for the second sentence of (f): “Supplies are nonconforming when they do not conform exactly to (i) Buyer’s instructions, specifications, and drawings; (ii) standard or generally accepted specifications; (iii) Seller’s warranty (express or implied); (iv) any other requirements of the Agreement.” Add the following as (m): “Payment shall not be deemed acceptance.”)
  - (30) FAR 52.246-4, Inspection of Services – Fixed Price (Substitute this clause for provisions of the Agreement relating to inspection of services.)
  - (31) FAR 52.246-11, Higher-Level Contract Quality Requirement (Insert the following in the blank in (a): ISO 9001:2015 or equivalent; only design/development exclusions permitted.)
  - (32) FAR 52.246-16, Responsibility for Supplies
  - (33) FAR 52.246-26, Reporting Non-Conforming Items\*
  - (34) FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price) (Buyer may terminate all or any portion of the Agreement pursuant to this clause or any other provision of the Agreement. Settlements and payments under this clause may be subject to the Government’s approval. Delete (j).)
  - (35) FAR 52.249-8, Default (Fixed-Price Supply and Service) (Buyer may terminate the Agreement pursuant to this clause or any other provision of the Agreement. Time is of the essence of the Agreement.)
- b. The following FAR clauses apply if the Agreement value is greater than or equal to \$150,000:
- (1) FAR 52.203-6, Restrictions on Subcontractor Sales to the Government\*
  - (2) FAR 52.203-7, Anti-Kickback Procedures\* (Delete (c)(1). After the last sentence of (c)(4), insert the following: “Buyer shall not be liable to Seller for any amounts withheld or paid over to the Government pursuant to this paragraph (c)(4).”)
  - (3) FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions\*
  - (4) FAR 52.222-35, Equal Opportunity for Veterans (Inapplicable if the Agreement will be performed entirely outside the U.S. by employees recruited outside the U.S.)
  - (5) FAR 52.222-37, Employment Reports on Veterans (Inapplicable if the Agreement will be performed entirely outside the U.S. by employees recruited outside the U.S.)
- c. The following FAR clause applies if the Agreement value is greater than or equal to \$250,000:
- (1) FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights\* (Inapplicable to DoD contracts.)
  - (2) FAR 52.215-2, Audit and Records – Negotiation\* (FAR 52.212-5(d) applies in lieu of this clause if Buyer’s purchase order expressly states that the deliverables are commercial products or commercial services as defined in FAR 2.101.)
  - (3) FAR 52.215-14, Integrity of Unit Prices\* (Delete (b)).
  - (4) FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement
  - (5) FAR 52.248-1, Value Engineering\*
- d. The following FAR clause applies if the Agreement value is greater than or equal to \$700,000:
- (1) FAR 52.219-9, Small Business Subcontracting Plan – Alternate II\* (Deviation 2018-O0018) (Seller’s small business subcontracting plan is incorporated by reference in the Agreement.)



- e. The following FAR clause applies if the Agreement value is greater than or equal to \$6 million:
  - (1) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (All disclosures of potential violations of the civil False Claims Act or criminal law shall be directed to the OIG, with a copy sent in like manner to the Contracting Officer and Buyer.)
  - (2) FAR 52.203-14, Display of Hotline Posters\*
- f. The following FAR clauses apply if the Agreement includes construction, alteration, or repair of buildings, structures, or other real property (including but not limited to improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels):
  - (1) FAR 52.222-4, Contract Work Hours and Safety Standards – Overtime Compensation
  - (2) FAR 52.222-6, Construction Wage Rate Requirements
  - (3) FAR 52.222-7, Withholding of Funds
  - (4) FAR 52.222-8, Payrolls and Basic Records
  - (5) FAR 52.222-9, Apprentices and Trainees
  - (6) FAR 52.222-10, Compliance with Copeland Act Requirements
  - (7) FAR 52.222-11, Subcontracts (Labor Standards)
  - (8) FAR 52.222-12, Contract Termination
  - (9) FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations
  - (10) FAR 52.222-14, Disputes Concerning Labor Standards
  - (11) FAR 52.222-15, Certification of Eligibility
  - (12) FAR 52.222-23, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction
  - (13) FAR 52.222-27, Affirmative Action Compliance Requirements for Construction
  - (14) FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements
  - (15) FAR 52.236-1, Accident Prevention
  - (16) FAR 52.236-15, Schedules for Construction Contracts
  - (17) FAR 52.236-16, Quality Surveys
  - (18) FAR 52.236-23, Responsibility of the Architect-Engineer Contractors
  - (19) FAR 52.236-25, Requirements for Registration of Designers
- g. The following FAR clauses apply to the extent indicated:
  - (1) FAR 52.204-2, Security Requirements (Applies if the Agreement involves access to classified information.)
  - (2) FAR 52.204-9, Personal Identify Verification of Contractor Personnel (Applies if the Agreement involves access to a federally-controlled facility and/or a federally-controlled information system.)
  - (3) FAR 52.215-10, Price Reduction for Defective Cost or Pricing Data\* (Applies if Seller is required to furnish cost or pricing data.)
  - (4) FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data\* – Modifications (Applies if Seller is required to submit cost or pricing data for a modification.)
  - (5) FAR 52.215-12, Subcontractor Cost or Pricing Data\* (Applies unless the Agreement is exempt per FAR 15.403.)
  - (6) FAR 52.215-13, Subcontractor Certified Cost or Pricing Data\* – Modifications (Applies unless the Agreement is exempt per FAR 15.403.)
  - (7) FAR 52.215-15, Pension Adjustment and Asset Reversions\* (Applies if Seller is required to submit cost or pricing data or if any pre-award or post-award cost determinations are subject to FAR Part 31. Communications and notifications required under this clause shall be through Buyer.)
  - (8) FAR 52.215-17, Waiver of Facilities Capital Cost of Money\* (Applies if Seller is required to submit cost or pricing data or if any pre-award or post-award cost determinations may be subject to FAR Part 31.)



- (9) FAR 52.215-18, Revision or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions\* (Applies if Seller is required to submit cost or pricing data or if any pre-award or post-award cost determinations may be subject to FAR Part 31. Communications and notifications required under this clause shall be through Buyer.)
- (10) FAR 52.215-19, Notification of Ownership Changes\* (Applies if Seller is required to submit cost or pricing data or if any pre-award or post-award cost determinations may be subject to FAR Part 31. Communications and notifications required under this clause shall be through Buyer.)
- (11) FAR 52.215-23, Limitations on Pass-Through Charges\* (Applies if the Agreement meets the requirements in paragraph (f) of the clause.)
- (12) FAR 52.222-41, Service Contract Labor Standards (Applies if the Agreement is subject to the Service Contract Labor Standards Statute.)
- (13) FAR 52.222-55, Minimum Wages Under Executive Order 13658 (Applies if the Agreement is subject to the Service Contract Labor Standards Statute or the Wage Requirements (Construction) Statute.)
- (14) FAR 52.222-62, Paid Sick Leave Under Executive Order 13706 (Applies if the Agreement is subject to the Service Contract Labor Standards Statute or the Wage Requirements (Construction) Statute.)
- (15) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Applies if the Agreement involves hazardous material.)
- (16) FAR 52.223-5, Pollution Prevention and Right-to-Know Information with Alternate I (Applies if the Agreement includes performance, in whole or in part, on a federal facility.)
- (17) FAR 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Applies if the Agreement is for any of the products or services identified in FAR 23.804(a)(1).)
- (18) FAR 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Applies if the Agreement includes maintenance, repair, or disposal of refrigeration equipment, such as refrigerators, chillers, or freezers, or air conditioners, including air conditioning systems in motor vehicles.)
- (19) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (Applies if the Agreement meets the criteria identified in FAR 23.206.)
- (20) FAR 52.223-16, Acquisition of EPEAT-Registered Personal Computer Products (Applies if the Agreement meets the criteria identified in FAR 23.705(b)(1).)
- (21) FAR 52.224-2, Privacy Act (Applies if the Agreement requires design, development or operation of a system of records on individuals that is subject to the Privacy Act of 1974.)
- (22) FAR 52.224-3, Privacy Training (Applies if Seller will have access to or will perform services relating to a system of records on individuals or personally identifiable information.)
- (23) FAR 52.225-8, Duty Free Entry (Applies if supplies are imported into the customs territory of the U.S., as defined in the clause.)
- (24) FAR 52.227-10, Filing of Patent Applications – Classified Subject Matter (Applies if the Agreement or any patent application involves classified subject matter.)
- (25) FAR 52.227-11, Patent Rights – Ownership by the Contractor (Applies if the Agreement includes experimental, developmental, or research work. Does not apply to large businesses under DoD contracts.)
- (26) FAR 52.228-5, Insurance – Work on a Government Installation (Applies if the Agreement involves work on a Government installation. The types and amounts of insurance shall be as described in FAR 28.307-2.)
- (27) FAR 52.230-2, Cost Accounting Standards\* (Applies if the Agreement is subject to full CAS coverage. Delete (b).)
- (28) FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices\* (Applies if the Agreement is subject to modified CAS coverage. Delete (b).)
- (29) FAR 52.230-6, Administration of Cost Accounting Standards\* (Applies if the Agreement is subject to CAS Coverage. Delete (b).)
- (30) FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Applies if Seller is a small business concern and Buyer receives accelerated payments.)



- (31) FAR 52.237-2, Protection of Government Buildings, Equipment and Vegetation (Applies if the Agreement involves services at a Government installation.)
- (32) FAR 52.246-17, Warranty of Supplies of a Noncomplex Nature (Applies in addition to other warranties. The time period shall be three years.)
- (33) FAR 52.246-18, Warranty of Supplies of a Complex Nature (Applies in addition to other warranties. The time periods shall be three years.)
- (34) FAR 52.246-20, Warranty of Services (Applies in addition to other warranties. The time period shall be three years.)
- (35) FAR 52.247-58, Loading, Blocking, and Bracing of Freight Car Shipments (Applies if supplies may be shipped in carload lots by rail.)
- (36) FAR 52.247-63, Preference for U.S.-Flag Air Carriers\* (Applies if the Agreement involves international air transportation.)
- (37) FAR 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (Applies unless the Agreement is exempt under (e)(4) of the clause.)

**12. DFARS CLAUSES INCORPORATED BY REFERENCE.** If the Agreement is in support of a prime contract with the Department of Defense (“DoD”) the DFARS clauses in this Section are incorporated by reference and apply to the Agreement to the extent, and with the modifications, identified below. The effective version of each clause shall be the version that applies to Buyer under its prime contract or a higher-tier subcontract. The clauses marked with an asterisk do not apply if Buyer’s purchase order expressly states that the deliverables are commercial products or commercial services as defined in FAR 2.101.

a. The following DFARS clauses apply to the Agreement:

- (1) DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights
- (2) DFARS 252.204-7000, Disclosure of Information
- (3) DFARS 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Applies if the Agreement includes support for activities related to safeguarding of covered defense information or cyber incident reporting.)
- (4) DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (Reports shall be made directly to DoD at <http://dibnet.dod.mil> and Buyer)
- (5) DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support
- (6) DFARS 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
- (7) DFARS 252.211-7007, Reporting of Government-Furnished Property
- (8) DFARS 252.223-7008, Prohibition of Hexavalent Chromium
- (9) DFARS 252.225-7013, Duty-Free Entry (Applies in lieu of FAR 52.225-8 if the Agreement involves the delivery of supplies that will enter the customs territory of the U.S., as defined in the clause.)
- (10) DFARS 252.225-7012, Preference for Certain Domestic Commodities
- (11) DFARS 252.225-7048, Export Controlled Items
- (12) DFARS 252.227-7013, Rights in Technical Data – Other Than Commercial Products and Commercial Services (Unless otherwise stated in the Agreement, Seller grants the Government at least Government Purpose Rights in all technical data.)
- (13) DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation (Unless otherwise stated in the Agreement, Seller grants the Government at least Government Purpose Rights in all computer software).
- (14) DFARS 252.227-7015, Technical Data – Commercial Products and Commercial Services
- (15) DFARS 252.227-7016, Rights in Bid or Proposal Information
- (16) DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (Unless otherwise stated in the Agreement, Seller is not asserting any restrictions on the use, release, or disclosure of technical data, computer software, or computer software documentation furnished under the Agreement and Seller grants the Government unlimited rights in all such technical data, computer software, and computer software documentation.)



- (17) DFARS 252.227-7019, Validation of Asserted Restrictions – Computer Software
- (18) DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends
- (19) DFARS 252.227-7027, Deferred Ordering of Technical Data or Computer Software
- (20) DFARS 252.227-7030, Technical Data – Withholding of Payment
- (21) DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data
- (22) DFARS 252.231-7000, Supplemental Cost Principles\*
- (23) DFARS 252.243-7001, Pricing of Contract Modifications\*
- (24) DFARS 252.243-7002, Requests for Equitable Adjustment
- (25) DFARS 252.244-7000, Subcontracts for Commercial Products or Commercial Services
- (26) DFARS 252.245-7002, Reporting Loss of Government Property (Substitute the following for (b)(1): “Seller shall promptly report to Buyer’s Purchasing Agent any loss of Government Property and provide any information requested by Buyer regarding the loss of that Government property.” Communications and notifications required under this clause shall be through Buyer.)
- (27) DFARS 252.246-7001, Warranty of Data with Alternate II
- b. The following DFARS clause applies if the Agreement value is greater than or equal to \$150,000:
  - (1) DFARS 252.249-7002, Notification of Anticipated Contract Termination or Reduction (Delete (d)(1) and the first five words of (d)(2).)
- c. The following DFARS clauses apply if the Agreement value is greater than or equal to \$250,000:
  - (1) DFARS 252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies\* (In (f), notifications required under this clause shall be through Buyer. Delete (g).)
  - (2) DFARS 252.247-7023, Transportation of Supplies by Sea\*
- d. The following DFARS clause applies if the Agreement value is greater than or equal to \$500,000:
  - (1) DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Buyer shall have no liability to Seller for incentive payment under this clause unless and until the Government provides said incentive payment to Buyer.)
- e. The following DFARS clauses apply if the Agreement value is greater than or equal to \$750,000:
  - (1) DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts)\* (This clause does not apply if Seller is a small business. Delete (g).)
  - (2) DFARS 252.225-7004, Report of Intended Performance Outside the U.S. and Canada – Submission After Award (Applies if Seller intends to perform, outside the U.S. and Canada, any work that exceeds \$750,000. Delete (c)(2). Reports shall be submitted to Buyer’s Purchasing Agent only.)
- f. The following DFARS clauses apply if the Agreement value is greater than or equal to \$1 million:
  - (1) DFARS 252.222-7006, Restrictions on the Use of Mandatory Arbitration Agreements\*
  - (2) DFARS 252.225-7033, Waiver of United Kingdom Levies (Applies if Seller is a U.K. firm.)
- g. The following DFARS clause applies if the Agreement value is greater than or equal to \$6 million:
  - (1) DFARS 252.203-7003, Agency Office of the Inspector General
  - (2) DFARS 252.203-7004, Display of Hotline Poster(s)\*
- h. The following DFARS clauses apply as indicated:
  - (1) DFARS 252.204-7004, Antiterrorism Awareness Training for Contractors (Applies if the Agreement requires access to federally-controlled facility or military installation.)
  - (2) DFARS 252.211-7003, Item Unique Identification and Valuation (Applies if the Agreement requires unique item identification. Seller shall submit all reports to Buyer.)
  - (3) DFARS 252.223-7001, Hazard Warning Labels (Applies if the Agreement requires the delivery of hazardous materials.)
  - (4) DFARS 252.223-7002, Safety Precautions for Ammunition and Explosives (Applies if the Agreement involves ammunition or explosives as defined in the clause.)



- (5) DFARS 252.223-7003, Change in Place of Performance – Ammunition and Explosives (Applies if the Agreement involves ammunition or explosives as defined in DFARS 252.223-7002.)
- (6) DFARS 252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Applies to any services performed at a DoD installation.)
- (7) DFARS 252.223-7007, Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Applies if the Agreement is for development, production, manufacture or purchase of arms, ammunition and explosives or when arms, ammunition or explosives will be provided to Seller as Government Furnished Property. In (b), substitute “all” for “the following.”)
- (8) DFARS 252.225-7007, Prohibition on Acquisition of U.S. Munitions List Items from Communist Chinese Military Companies (Applies if the Agreement involves items covered by U.S. Munitions List.)
- (9) DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (Applies if the Agreement involves the delivery of items containing specialty metals. Delete (d).)
- (10) DFARS 252.225-7025, Restrictions on Acquisition of Forgings (Applies if the Agreement involves the delivery of forgings or items containing forgings.)
- (11) DFARS 252.225-7030, Restrictions on Acquisition of Carbon, Alloy, and Armor Steel Plate (Applies if carbon, alloy, or armor steel plate will be delivered as a finished steel mill product that may be used “as is” or may be used as an intermediate material for the fabrication of an end product.)
- (12) DFARS 252.225-7052, Restrictions on the Acquisition of Certain Magnets and Tungsten (Applies if the Agreement requires delivery of covered material as defined in paragraph (a) of the clause.)
- (13) DFARS 252.227-7039, Patents – Reporting of Subject Inventions (Applies if Seller is a small business or non-profit and the Agreement includes experimental, developmental, or research work under a DoD contract.)
- (14) DFARS 252.227-7038, Patent Rights – Ownership by the Contractor (Large Business) (Applies in lieu of FAR 52.227-11 if Seller is not a small business or nonprofit organization and the Agreement includes experimental, developmental, or research work under a DoD contract.)
- (15) DFARS 252.234-7002, Earned Value Management System\*
- (16) DFARS 252.243-7001, Pricing of Contract Modifications (Applies if cost is a factor in any price adjustment under the Agreement.)
- (17) DFARS 252.245-7001, Tagging, Labeling, and Marking of Government Furnished Property (Applies as prescribed at DFARS 245.107(2).)
- (18) DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance Systems (Applies if the Agreement involves electronic parts or assemblies containing electronic parts.)
- (19) DFARS 252.246-7008, Sources of Electronic Parts (Applies if the Agreement involves electronic parts or electronic assemblies containing electronic parts.)
- (20) DFARS 252.247-7023, Transportation of Supplies by Sea (Applies if the Agreement includes ocean transportation of supplies. In the first sentence of (g), insert a period after “Contractor” and delete the rest of the sentence.)

**13. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE.** The following clauses apply as indicated.

- a. The following additional clauses apply unless the Agreement specifically states that it does not include products or services for Prime Contract Number W52P1J-19-D-0085. Copies of these clauses are available on Buyer’s website at [winchester.com/terms-contract0085](http://winchester.com/terms-contract0085).
  - (1) Clause E0003, MIL-STD-1171B, Energetic Material Description Sheets and Loading Authorization Sheets (Applies if the Agreement requires description sheets for propellants, explosives, and chemicals or loading authorization sheets for propellants.)
  - (2) Clause E0004, Rework and Repair of Nonconforming Material (Applies if the Agreement includes delivery of supplies or materials.)
  - (3) Clause E0006, Measurement System Evaluation (MSE) (Applies if the Agreement includes or requires acceptance inspections.)
  - (4) Clause E0011, Ammunition Data Cards, Lot Acceptance Test Reports, and Acceptance and Description Sheets (Applies if the Agreement involves delivery of ammunition or energetic material.)



- (5) Clause F0002, Transportation Security Requirements (Applies to all Agreements for the delivery of supplies qualified as sensitive in accordance with DOD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.)
  - (6) Clause H0001, Restriction on Critical Items and Components (Applies if Seller is furnishing items or components referenced in the clause.)
  - (7) Clause H0005, Ownership of Property (Applies in addition to other provisions that grant rights to the Government.)
  - (8) Attachment 0003, Performance Work Statement 3, Paragraph 2.12 (Seller shall comply with all applicable safety requirements.)
  - (9) Department of Defense Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure
- b. The following additional clauses apply unless the Agreement specifically states that it does not include products or services for Prime Contract Number W52PIJ-21-C-0016. Copies of these clauses are available on Buyer's website at [winchester.com/terms-contract0016](http://winchester.com/terms-contract0016).
- (1) Clause C0005, Operational Security (OPSEC) Requirements (Applies if Seller may have access to any sensitive information.)
  - (2) Clause E0003, Rework and Repair of Nonconforming Material (Applies if the Agreement includes delivery of supplies or materials.)
  - (3) Clause E0005, Measurement System Evaluation (MSE) (Applies if the Agreement includes or requires acceptance inspections.)
  - (4) Clause E0010, Ammunition Data Cards, Lot Acceptance Test Reports, and Acceptance and Description Sheets (Applies if the Agreement involves delivery of ammunition or energetic material.)
  - (5) MIL-STD-1171B, Domestic Material Description Sheets and Propellant Loading Authorization Sheets