

**TERMS AND CONDITIONS FOR ORDERS ISSUED UNDER
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A. GENERAL PROVISIONS**A-1 Definitions**

The following definitions apply unless otherwise specifically stated:

- (1) "Buyer", "General Atomics", or "GA" - the legal entity issuing this Order.
- (2) "Purchasing Representative" - Buyer's authorized representative.
- (3) "Seller" or "Contractor" or "Subcontractor" - the legal entity that contracts with the Buyer under this Order.
- (4) "This Order" or "this Contract" - this contractual instrument, including changes, of which these terms and conditions are a part.
- (5) "Government" - the Government of the United States of America, acting in its contractual capacity.
- (6) "Prime Contract" - the Government contract under which this Order is issued.
- (7) "FAR" - the Federal Acquisition Regulation (Title 48 Code of Federal Regulations Chapter 1)
- (8) "DEAR" - the Department of Energy Acquisition Regulation which implements and supplements the FAR.
- (9) "Contracting Officer" - The Government official(s) authorized to contractually commit the Government under the Prime Contract, or authorized representatives of these officials acting within the scope of their authority.

A-2 Entirety of Agreement

The provisions of this Order constitute the complete and exclusive agreement between the parties hereto and supersede all previous negotiations, discussions, communications, representations, or agreements, whether written or oral, between the Buyer and the Seller related to the subject matter hereof. The Representations and Certifications (GA Form EF-60) completed by the Seller are hereby incorporated in their entirety by reference. No agreement or understanding varying or extending the terms or conditions of this Order will be binding unless executed in writing and signed by the Buyer's Purchasing Representative. Any one of the following methods will constitute acceptance of this Order by the Seller: (1) acknowledgment in writing; (2) commencement of performance by the Seller; or (3) delivery in whole or part of the items or services called for hereunder. Seller's acceptance of this Order creates a binding contract between Buyer and Seller, which shall be governed by the provisions of this Order. No condition stated by the Seller in its acknowledgment of this Order shall be binding upon Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein, unless expressly accepted in writing by an authorized Purchasing Representative of the Buyer. The rights and obligations described herein shall survive completion of and final payment under this Order.

A-3 Delivery

- (1) TIME IS OF THE ESSENCE AND, EXCEPT AS HEREIN OTHERWISE SPECIFIED, DELIVERY SHALL BE STRICTLY IN ACCORDANCE WITH THE DELIVERY SCHEDULE SET OUT OR REFERRED TO IN THIS ORDER. If Seller's deliveries fail to meet said schedule with the result that Buyer elects to call upon Seller for express shipments, Seller shall be charged the difference between the freight and express rates. Items shipped to Buyer in advance of schedule without written approval of Buyer may be returned to Seller at Seller's risk and expense.
- (2) Title to items covered by this Order shall pass from Seller to Buyer at the

F.O.B. point specified herein. Passing of title upon such delivery shall not constitute acceptance of the items by Buyer.

A-4 Packing, Marking and Shipping

Seller shall pack, mark and ship all goods and supplies in accordance with the requirements of this Order and so as to be in compliance with all applicable transportation regulations and good commercial practice for protection against damage from weather and shipment, including any applicable Federal, state and local laws and regulations for the packaging, labeling, transportation and shipping of hazardous materials. Seller shall secure the most advantageous transportation services and rates consistent therewith. No separate or additional charge is payable by Buyer for containers, crating, boxing, handling, dunnage, drayage or storage unless specifically stated in this Order or otherwise agreed to by Buyer in writing. Seller shall mark each container with the number of this Order and shall enclose a packing slip with this Order number in an envelope attached to each container. Damage resulting from improper packing or shipping will be charged to Seller.

A-5 Publicity

Except as required by law, regulation or court order, no news release, public announcement, or advertising material concerned with this Order shall be issued or made by Seller without the prior written consent of Buyer, which consent shall not be unreasonably withheld.

A-6 Technical Direction and Contractor Responsibilities

All communication between Seller and Buyer affecting the Statement of Work or Description of Supplies or Services to be Furnished shall be through the Buyer's Purchasing Representative.

- (1) Buyer's technical personnel may, from time to time, provide written or oral technical direction. Technical Direction is defined as a directive to the Seller within the requirements of the scope of work of the Order which approves approaches, solutions,

designs, or refinements; fills in detail or otherwise completes the general description of work; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Seller. Technical direction and management surveillance shall not impose tasks and requirements upon the Seller additional to or different from, the general tasks and requirements stated in the Order. Technical direction shall not commit Buyer to any adjustment of the estimated cost or other contract provisions.

- (2) In the event any technical direction is interpreted by the Seller to fall within the clause entitled "Changes" of Section B hereof, the Seller shall not implement such direction, but shall notify Buyer's Purchasing Representative in writing of such interpretation within ten (10) working days after the Seller receives such direction. Such notice shall (1) include the reason upon which the Seller bases its belief the technical direction falls within the purview of the "Changes" clause; and (2) include the Seller's best estimate of the cost and schedule impact that would result from implementing the technical direction.

A-7 Assignments and Subcontracts

This Order is not assignable and shall not be assigned by Seller without the prior written consent of Buyer. Further, Seller agrees to obtain Buyer's approval before subcontracting this Order or any substantial portion thereof; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or material. In no event shall Seller furnish to any assignee any part of this Order that is marked "Top Secret," or "Confidential."

A-8 Indemnification for Defective Pricing, Noncompliance with Cost Accounting Standards, and Violation of the Anti-Kickback Statute and the Procurement Integrity Act

Seller, its subcontractors, agents, and/or employees agree to indemnify and save harmless and defend Buyer from and against any and all fines, penalties, offsets, claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees, costs and profit disallowed or reduced by Buyer's customer arising out of claims on account of, or in any

manner predicated upon (1) submission by Seller, its subcontractors, agents, and/or employees of alleged or confirmed defective pricing data, or (2) cost submitted by Seller which are deemed unallowable costs under FAR or DEAR, either by Buyer or applicable governmental agency, or (3) violation or noncompliance with any clause in FAR or DEAR entitled "Cost Accounting Standards," or the rules or regulations pursuant thereto, or (4) violation of the Anti-Kickback Act of 1986 (41 U.S.C. Section 51-58) by Seller or any of its subcontractors, agents, and/or employees, or (5) violation of the Procurement Integrity Act (41 U.S.C. 423 Section 27), or (6) any other government or contractual requirement for cost or pricing data submitted by the Seller, its subcontractors, agents, and/or employees to Buyer or any other relevant party to this Order.

A-9 Disputes/Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to this Order or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice to either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, of all its costs and fees. "Cost and Fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, and telephone, court costs, witness fees, and attorneys' fees. Pending the outcome of the arbitration, the Seller shall proceed diligently with performance of the Order.

A-10 Precautions, Indemnity, and Insurance

Seller will defend at Seller's expense any suit or action, criminal or civil, arising out of Seller's performance.

Seller will procure and carry:

- (1) automobile liability insurance protecting the Seller from automobile bodily injury, property damage liability with limits of at least \$1,000,000 per person and 1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage;
- (2) a broad form general liability insurance policy which includes property damage, product and professional liability coverage with contractual liability endorsement with limits no lower than \$1,000,000. Such policy shall be on an Occurrence Form; and
- (3) such insurance of employees as may be required by any Workers' Compensation act or other law, regulation or ordinance which may apply in the circumstances and shall, at Buyer's request, furnish certificates of such insurance to Buyer.

For (1) and (2) above, such policies shall name Buyer as an additional insured.

If Seller's work under this Order involves operations by Seller on Buyer's premises, Seller agrees to take all proper precautions in its operations against the occurrence of injury to any person or damage to property, and to be responsible for and to hold Buyer harmless from all loss and any claim by reason of injury, including death, to any person or damage to property in connection with such work, and from all fines, penalties, or loss incurred by reason of failure to comply with this clause.

A-11 Patent Infringement Indemnity

- (1) Seller shall defend Buyer, Buyer's customers, Buyer's affiliates and any subsequent owners, sellers, its directors, officers, agents, employees, representatives, subcontractors, users or operators of the items delivered under this Order against all claims, demands, actions or causes of action that are asserted against any Indemnity by any person or entity and that arise out of, directly or indirectly relate to or are in any way incident to the services and or deliverables provided by Seller to Buyer hereunder, or which otherwise result in whole or in part from the act or omissions of Seller, together with all damages, liabilities, losses, costs or expenses (including attorney's fees) for

all proceedings alleging infringement of any United States or foreign patent or copyright in the manufacture or sale of any item delivered under this Order whereby any Indemnity suffers or incurs as a result thereof. Additionally, Seller shall hold said parties harmless from any resulting liabilities and losses; provided that Seller is reasonably notified in writing of such claims and proceedings, and further provided that said parties give Seller authority, information and assistance at Seller's expenses for the defense of same. Seller's obligation shall not apply to items manufactured pursuant to designs developed and furnished by Buyer or to any alleged infringement arising from the use or sale of items delivered under this Order in combination with items not delivered by Seller if such alleged infringement would not have occurred from the use or sale of such items solely for the purpose for which they were designed or sold to Buyer.

- (2) When this Order is performed under the authorization and consent of the United States Government to infringe United States patents (see FAR 52.227-1 referenced at Section B-1), Seller's liability for infringement of such patents pursuant to such performance shall be limited to the extent of the obligation of Buyer to indemnify or hold harmless the United States Government.

A-12 Buyer-Furnished Property

Buyer shall retain title to all property furnished to and utilized by Seller in the performance of this Order, including, but not limited to, dies, molds, jigs, tools, and materials. Seller shall label, maintain, and dispose of Buyer's property, including scrap, according to Buyer's written direction, and Seller shall be responsible for all loss or damage to Buyer's property in Seller's possession. If Seller does not receive timely written direction from Buyer concerning the maintenance and disposal of Buyer's property, including scrap, then Buyer shall be liable to Seller for the reasonable expense of maintaining, storing or disposing of such property. This clause does not govern Seller's handling, use, maintenance or disposal of Government-furnished property that may come

into Seller's possession during Seller's performance of this Order; such handling, use is governed by the government-furnished property clause referenced in Section B of this Order.

A-13 Order of Precedence

In the event of any inconsistency or conflict between or among the provisions of this Order, such inconsistency or conflict shall be resolved by the following descending order of preference:

1. typed provisions set forth in this Order;
2. the statement of work;
3. the preprinted portion of this Order;
4. other incorporated or referenced documents; and
5. specifications attached hereto or incorporated by reference

Buyer's specifications shall prevail over those of the United States Government, and both of the foregoing shall prevail over specifications of Seller.

A-14 Choice of Law

This order and any dispute arising hereunder shall be governed by the substantive and procedural laws of the State of California, except, however, that California's Choice of Law provisions shall not apply.

A-15 Waiver

Failure of Buyer to enforce any of the provisions of this Order, or any rights in respect thereto, or failure of Buyer to exercise any election therein provided, shall in no way be considered to be a waiver of the right to thereafter enforce such provisions or rights or exercise any subsequent elections.

A-16 Set-Off

Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer, or any of its affiliated companies, against any amount payable at any time to Buyer or any of its affiliated companies to Seller.

A-17 Liability

Seller is solely and exclusively liable to all parties for all costs incurred by Seller and its affiliates for all claims of damages against Seller and its affiliates arising out of or based on performance of this Contract. Seller shall hold Buyer harmless against all liabilities or loss, demands, suits, damages and against all claims or actions, fines or judgments (including costs, attorney's and witnesses' fees and expenses incident thereto) based upon or arising out of damage, or injury (including death) to persons or property caused by or sustained in connection with the performance of this contract. Seller shall also assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required with respect to the performance of this contract.

A-18 Communication with GA Customer

Buyer shall be solely responsible for all liaison and coordination with the GA customer, including the U.S. Government, as it affects the applicable Prime Contract, this Contract, and any related contract. Unless otherwise directed in writing by Buyer's authorized procurement representative, all documentation requiring submittal to, or action by, the government or the Contracting Officer shall be routed to, or through, the Buyer's procurement representative, or as otherwise permitted by this Order.

A-19 Export Control

Seller agrees to comply with all applicable U.S. export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act (including the International Traffic in Arms Regulations (ITAR)) and the Export Administration Act (including the Export Administration Regulations), and will obtain any necessary export licenses or agreements. Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data, or services received under this Order to any foreign person or to a foreign entity, including foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the prior authority of an export license, agreement, or applicable exemption or exception.

Seller agrees to provide certification to Buyer that Seller's personnel meet the definition of a U.S. Person (as defined in ITAR – 22 CFR 120.15) if required by Buyer and as necessary to comply with this clause.

Seller agrees to notify Buyer if any deliverable (or component of any deliverable) under this Order is

restricted by export control laws or regulations. Seller agrees to provide the export classification information for such deliverables or components of deliverables (e.g., the Export Control Classification Numbers or United States Munitions List category and subcategory), along with documentation or other information that supports or confirms this representation.

Seller shall immediately notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller hereby certifies that it is registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

Where Seller is a signatory under a General Atomics export license or export agreement (e.g., Technical Assistance Agreement (TAA)), Seller shall provide prompt notification to Buyer in the event of changed circumstances including ineligibility, a violation or potential violation of the ITAR, or the initiation or existence of a U.S. Government investigation that could affect the Seller's performance under this Order. Should the Seller's products or services originate from a foreign location, those products may also be subject to the export control laws and regulations of the country in which the articles or services originate. Seller agrees to abide by all applicable export control laws and regulations of that originating country.

Seller shall indemnify Buyer for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

A-20 E-Verify

E-Verify

This clause applies if this Order is for services or construction and it exceeds \$3,000, except for commercially available off-the-shelf items. Verification does not apply to employees hired before November 6, 1986.

Seller agrees to use the electronic employment eligibility verification system "E-Verify," designated by the Secretary of Homeland Security (www.uscis.gov) as follows:

- (1) Sellers already enrolled in E-Verify at time of contract award must:
 - (a) Begin the E-verify process for each employee assigned to this Order within 90 calendar days after the date of Order award or within 30 days after assignment to this Order, whichever is later. (Employees assigned to this Order do not include those who perform support work, such as indirect or overhead functions, or those who do not perform any substantial duties under this Order.)
 - (b) Within 90 days of enrollment in E-Verify, begin the E-Verify process for all new hires within three business days of the date of hire. This applies to all personnel hired by the Seller after the date of enrollment in E-Verify, including those who do not perform duties under this Order and those who perform indirect or overhead functions.
- (2) Sellers not already enrolled in E-Verify at time of contract award must:
 - (a) Enroll in E-Verify within 30 calendar days of order award.
 - (b) Begin the E-verify process for each employee assigned to this Order within 90 calendar days after the date of enrollment or within 30 days of the employee's assignment to this Order, whichever is later.
 - (c) Within 90 days of enrollment in E-Verify, begin the E-Verify process for all new hires within three business days of the date of hire. This applies to all personnel hired by the Seller after the date of enrollment in E-Verify, including those who do not perform duties under this Order and those who perform indirect or overhead functions.
- (3) Option to verify all employees:

Instead of only verifying employees assigned to this Order and other new hires, the Seller may elect to verify all employees. To utilize this option, the

Seller must verify every employee within 180 days of (a) enrollment in E-Verify; or

(b) notifying E-Verify Operations of the Seller's decision to exercise this option.

B. FAR AND DEAR PROVISIONS

The following clauses in the Federal Acquisition Regulation (FAR) and the Department of Energy Acquisition Regulation (DEAR) are each incorporated herein by this reference and made a part of this Order. To the extent that an earlier version of any such clauses are included in the prime contract or subcontract under which this Order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said change shall be incorporated herein. In all such clauses, the term "Contractor" or "prime contractor" shall mean "Seller", the term "Contract" or "Schedule" shall mean this "Order", and the term "Government Contracting Officer", or equivalent phrases, shall mean "Buyer" as applicable; except that in those clauses relating to Patent and Data Rights, the term "Government" or "Contracting Officer" shall retain its literal meaning and is not to be construed as "Buyer." It is intended that the clauses in FAR and DEAR as listed herein shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to ensure Seller's obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its prime contract or subcontract. Seller agrees to flow-down, as required, all applicable FAR and DEAR clauses to its lower-tier subcontractors. Seller further agrees that all notifications and other communications required by these clauses shall be made through the Buyer's Purchasing Representative, unless this Order specifically provides otherwise.

B-1 PROVISIONS APPLICABLE TO ALL NONCOMMERCIAL ORDERS

The following clauses of the FAR and DEAR are specifically incorporated herein by reference.

FAR REFERENCE	CLAUSE
52.203-3	GRATUITIES - Applicable if this Order is for an amount equal to or greater than the simplified acquisition threshold of \$100,000.
52.203-5	COVENANT AGAINST CONTINGENT FEES – This clause applies if this Order exceeds \$100,000.
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO GOVERNMENT - This clause applies if this Order exceeds \$100,000.
52.203-7	ANTI-KICKBACK PROCEDURES - This clause applies if this Order exceeds \$100,000, except that paragraph (c)(1) is not included in this Order. 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 contract level or has directed Buyer to withhold any sum from the Seller, Buyer may..."
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY – This clause applies if this Order exceeds the simplified acquisition threshold amount of \$100,000. Furthermore, this clause applies if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY – This clause applies if this Order exceeds the simplified acquisition threshold amount of \$100,000. If the Government reduces Buyer's price or fee for violations of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (the Act) by Seller or its subcontractors at any tier, Buyer may withhold sums owed to the Seller in the amount of the reduction.

- 52.203-11 **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** – This clause applies if this Order is in excess of \$100,000.
- 52.203-12 **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** - This clause applies if this Order is in excess of \$100,000.
- 52.203-13 **CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT** – This clause applies if this Order is in excess of \$5,000,000.
- 52.203-14 **DISPLAY OF HOTLINE POSTER** – This clause applies if this Order is in excess of \$5,000,000.
- 52.203-15 **WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009** – Applies to subcontracts funded under the Act.
- 52.204-2 **SECURITY REQUIREMENTS** - This clause (but excluding any reference to the “Changes” clause) applies if this Order involves access to classified information, including but not limited to “confidential,” “secret,” or “top secret” information. Reference to ‘Department of Defense Industrial Security Manual for Safeguarding Classified Information’ in Paragraph (b) is deleted and replaced by “National Industrial Security Program Operating Manual.” “Government” in paragraph (c) does not change to “Buyer.”
- 52.204-5 **WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS** – This clause applies if this Order is not set aside for small business concerns; exceeds the simplified acquisition threshold of \$100,000 and will be performed in the United States or its outlying areas.
- 52.204-11 **AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 – REPORTING REQUIREMENTS** - This clause is applicable if the funding is provided by the American Recovery and Reinvestment Act of 2009. Except in paragraph (c), reports shall be provided to Buyer no later than the 5th day after the end of each calendar quarter. Reports shall be furnished to Buyer in accordance with paragraph (d)(10).
- 52.208-8 **REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA** – This Clause applies if this Order involves a major helium requirement.
- 52.209-6 **PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT** – This Clause applies if this Order will exceed \$30,000.
- 52.215-2 **AUDIT AND RECORDS – NEGOTIATION** – This clause applies if this Order exceeds the simplified acquisition threshold of \$100,000 and is a cost-reimbursement, incentive, time and material, or labor hour order.
- 52.215-2 **AUDIT AND RECORDS – NEGOTIATION – ALTERNATE I** — This clause applies if this Order is funded under the American Recovery and Reinvestment Act of 2009.
- 52.211-5 **MATERIAL REQUIREMENTS**
- 52.211-15 **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** - This clause applies if this Order is a rated Order (The rating designation will appear on the face of the Order).
- 52.215-10 **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA** - In paragraph (c) the term “Contracting Officer” does not change. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form

prescribed in FAR 15.804-4. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.

- 52.215-11 **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS** - This clause applies when it is contemplated that cost or pricing data will be required for the pricing of contract modifications, and the clause, 52.215-10 is not applicable. This clause shall become operative only for any modification to this Order involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data in the amount of \$650,000. As required by applicable law or regulation, Seller shall provide cost or pricing data and execute a Certificate of Current Cost or Pricing Data in substantially the form prescribed in FAR 15.406-2. In addition to any remedies provided by law, if Buyer is subjected to any liability as a result of Seller's failure to comply with this requirement, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) resulting from such failure.
- 52.215-12 **SUBCONTRACTOR COST OR PRICING DATA** – This clause is applicable when clause 52.215-10 is applicable to this Order. In addition, Seller shall indemnify and hold Buyer harmless from and against any loss, cost or damage incurred by Buyer under Buyer's contract with its customers as a result of Seller or Seller's Subcontractors providing defective cost or pricing data in connection with this provision.
- 52.215-13 **SUBCONTRACTOR COST OR PRICING DATA -MODIFICATIONS** - This clause applies when it is contemplated that cost or pricing data will be required for the pricing of contract modifications, and clause 52.215-11 is included in this Order. This clause shall become operative only for any modification to this Order involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data in the amount of \$650,000. In addition, Seller shall indemnify and hold Buyer harmless from and against any loss, cost or damage incurred by Buyer under Buyer's contract with its customers as a result of Seller or Seller's Subcontractors providing defective cost or pricing data in connection with this provision.
- 52.215-14 **INTEGRITY OF UNIT PRICES** - This clause applies if this Order does not include the following: (1) acquisitions at or below the simplified acquisition threshold of \$100,000; (2) construction or architect engineer services under Part 36; (3) utility services under Part 41; (4) service contracts where supplies are not required; (5) acquisitions of commercial items; and (6) contracts for petroleum products.
- 52.215-15 **PENSION ADJUSTMENTS AND ASSET REVERSIONS** - This clause applies if it is anticipated that certified cost or pricing data will be required, or for which any pre-award or post award cost determinations will be subject to FAR part 31 dealing with cost principles and procedures for cost analysis contracts, subcontracts or modifications.
- 52.215-16 **FACILITIES CAPITAL COST OF MONEY** - This clause applies if it is anticipated that this Order is subject to cost principles for contracts with commercial organizations.
- 52.215-17 **WAIVER OF FACILITIES CAPITAL COST OF MONEY** - This clause applies if Seller does not propose facilities capital cost of money in its offer.

- 52.215-18 **REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS** – This clause applies in Orders for which it is anticipated that cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to FAR part 31.
- 52.215-19 **NOTIFICATION OF OWNERSHIP CHANGES** – This clause applies in Orders for which it is contemplated that cost or pricing data will be required, or for which any pre-award or post-award cost determination will be subject to FAR Subpart 31.2.
- 52.219-8 **UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS** - This clause is applicable if this Order is expected to exceed the simplified acquisition threshold amount of \$100,000 unless a personal services contract is contemplated or the contract together with all of its subcontracts will be performed entirely outside of the U.S. and its outlying areas.
- 52.219-9 **SMALL, SMALL DISADVANTAGED AND WOMEN - OWNED SMALL BUSINESS SUBCONTRACTING PLAN** - This clause does not apply to small business concerns. It applies only if this Order exceeds \$550,000 (\$1,000,000 for construction of a public facility).
- 52.219-16 **LIQUIDATED DAMAGES – SUBCONTRACTING PLAN** – This clause is applicable to all Orders to large businesses that exceed \$550,000 and offer further subcontracting opportunities.
- 52.222-1 **NOTICE TO GOVERNMENT OF LABOR DISPUTES**
- 52.222-2 **PAYMENT FOR OVERTIME PREMIUMS** - This clause applies only for cost reimbursement orders exceeding \$100,000. The authorized overtime premium in paragraph (a) is \$0, unless otherwise specified on the face of the Order.
- 52.222-3 **CONVICT LABOR**
- 52.222-4 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION** - This clause is applicable if this Order exceeds \$100,000 and may involve the employment of laborers or mechanics, except for additional exceptions identified at FAR 22.305.
- 52.222-19 **CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES**
- 52.222-20 **WALSH-HEALY PUBLIC CONTRACTS ACT** - This clause applies if this Order exceeds \$10,000.
- 52.222-21 **PROHIBITION OF SEGREGATED FACILITIES**
- 52.222-26 **EQUAL OPPORTUNITY** - This clause is applicable if this Order is expected to exceed \$10,000.
- 52.222-27 **AFFIRMATIVE ACTIONS COMPLIANCE REQUIREMENTS FOR CONSTRUCTION** – This clause applies if any portion of the work involves construction in excess of \$10,000.
- 52.222-35 **AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VIETNAM ERA VETERANS** - This clause applies if this Order is \$100,000 or more.
- 52.222-36 **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES** - This clause applies if this Order is \$10,000 or more.

- 52.222-37 **EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA** - This clause applies if this Order is \$100,000 or more.
- 52-222-39 **NOTIFICATION OF EMPLOYEE RIGHTS COVERING PAYMENT OF UNION DUES OR FEES (E.O. 13201)** – This clause applies if this Order is \$100,000 or more.
- 52.222-41 **SERVICE CONTRACT ACT OF 1965, AS AMENDED** – This clause applies if this Order is subject to the Service Contract Act of 1965 and is over \$2,500.
- 52.222-50 **COMBATING TRAFFICKING IN PERSONS**
- 52.223-7 **NOTICE OF RADIOACTIVE MATERIALS** – This clause applies if this Order involves supplies which are, or which contain: (a) radioactive material requiring specific licensing under regulations issued pursuant to the Atomic Energy Act of 1954; or (b) radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.
- 52.223-14 **TOXIC CHEMICAL RELEASE REPORTING** – This clause applies if this Order exceeds \$100,000.
- 52.225-1 **BUY AMERICAN ACT – SUPPLIES** – This clause applies to Orders valued at \$25,000 or less and Orders in excess of \$25,000 if none of clauses prescribed in paragraphs (b) and (c) apply (subject to specified exceptions listed in subparagraphs (i) through (iii)).
- 52-225-3 **BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT** – This clause applies to Orders for supplies for use in the United States, and the value is \$25,000 or more, but is less than \$194,000 and the Order is not for information technology that is a commercial item.
- 52.225-5 **TRADE AGREEMENTS** – This clause applies to Orders valued at \$194,000 or more if the acquisition is covered by the WTO GPA and the Contracting Officer has determined that the restrictions of the Buy American Act are not applicable.
- 52.225-13 **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES**
- 52.227-1 **AUTHORIZATION AND CONSENT** - This clause applies if this Order is for supplies or services except when both complete performance and delivery are outside the U.S., its possessions and Puerto Rico. Alternate I is applicable if this Order is for Research and Development (R&D).
- 52.227-2 **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** - This clause applies if this Order is for supply, service, or R&D with an expected value above the simplified acquisition threshold amount of \$100,000.
- 52.227-10 **FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER** - This clause applies only if this Order covers or is likely to cover classified subject matter.
- 952.227-13 **PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT** - In paragraph (b) Allocation of Principal Rights, the term “Government” does not change and the term “Contractor” changes to “Seller” rather than “Buyer” throughout the clause.

- 52.227-14 **RIGHTS IN DATA - GENERAL** with Alternate and paragraphs (a) and (d) (3) as prescribed by 48 CFR 927.409 (a) (1). In paragraph (b) Allocation of Rights, the term "Government" does not change and the term "Contractor" changes to "Seller" rather than "Buyer". The term "Contracting Officer" does not change in the first sentence of paragraph (c)(i) and in paragraph (e).
- 52.227-16 **ADDITIONAL DATA REQUIREMENTS**
- 52.227-23 **RIGHTS TO PROPOSAL DATA (TECHNICAL)**
- 52.230-2 **COST ACCOUNTING STANDARD** - This clause, except paragraph (b), applies to this Order if the value is in excess of \$650,000, and to all subcontracts of any tier, unless subject to modified coverage.
- 52.230-3 **DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES** – This Clause applies if this Order is over \$650,000 but less than \$50 million and the Seller certified it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix)).
- 52.230-5 **COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTION**, Applicable to Orders in excess of \$650,000 awarded to educational institutions, except for CAS-covered orders issued to FFRDCs operated by an educational institution unless the order is exempted (see 48 CFR 9903.201-1 (FAR Appendix)), the contract is to be performed by an FFRDC (see 48 CFR 9903.201-2(c)(5) (FAR Appendix)), or FAR 52.230-2 applies.
- 52.230-6 **ADMINISTRATION OF COST ACCOUNTING STANDARDS** – Applies if FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5 applies.
- 52.244-5 **COMPETITION IN SUBCONTRACTING**
- 52.245-1 **GOVERNMENT PROPERTY** – This clause is applicable if this Order is: (i) a cost reimbursable, time and material, or labor-hour type order; or (ii) fixed-price order when the Buyer or the Government will provide government property, and/or (iii) order or modifications awarded under FAR Part 12 (Commercial) procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the order that is titled in the Government.
- 52.246-23 **LIMITATION OF LIABILITY** - This clause applies only if this Order exceeds or is expected to exceed \$100,000.
- 52.246-25 **LIMITATION OF LIABILITY-SERVICES** - This clause applies only if this Order exceeds or is expected to exceed \$100,000.
- 52.247-63 **PREFERENCE FOR U.S. FLAG AIR CARRIERS** - This clause applies to this Order whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the Order. This clause does not apply to Orders awarded using simplified acquisition procedures or to
- 52.247-64 **PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS**
- 952.247-70 **FOREIGN TRAVEL**

B-2 PROVISIONS APPLICABLE TO NONCOMMERCIAL FIXED PRICE ORDERS

In addition to the General Provisions of Section A. and the FAR and DEAR provisions of Section B-2, the following clauses of the FAR and DEAR are applicable if this is a fixed price order.

- 52.227-9 **REFUND OF ROYALITES**
- 52.228-5 **INSURANCE – WORK ON A GOVERNMENT INSTALLATION** – This clause is applicable if this Order is expected to exceed the simplified acquisition threshold amount of \$100,000 and work will be required on a Government installation.
- 52.229-3 **FEDERAL, STATE, AND LOCAL TAXES** – This clause is applicable if this Order is to be performed wholly or partly in the U.S.; a fixed-price contract is contemplated; and this Order is expected to exceed the simplified acquisition threshold amount of \$100,000.
- 52.232-1 **PAYMENTS** - This clause is applicable if this Order is a fixed-price supply contract, a fixed-price service contract, or a contract for nonregulated communication services.
- 52.232-2 **PAYMENTS UNDER FIXED PRICE RESEARCH AND DEVELOPMENT CONTRACTS APPLICABLE FOR ORDERS FOR RESEARCH AND DEVELOPMENT**
- 52.232-11 **EXTRAS** - This clause is applicable if this Order is a fixed-price supply, fixed-price service contract or a transportation contract.
- 52.232-16 **PROGRESS PAYMENTS** - This clause is applicable if this Order provides for progress payments based on costs; the clause includes Alternate I if the Seller is a small business. Alternate II applies if the Order is not definitized.
- 52.232-17 **INTEREST**
- 52.242-15 **STOP WORK ORDER**
- 52.243-1 **CHANGES -- FIXED-PRICE (Alternate I)** - This clause is applicable if this Order is a fixed-price contract for services with no supplies. If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, Alternate II is applicable.
- 52.246-2 **INSPECTION OF SUPPLIES - FIXED PRICE** - This clause is applicable if this Order is for supplies or services that involve the furnishing of supplies, and the amount is expected to exceed the simplified acquisition threshold amount of \$100,000.
- 52.246-4 **INSPECTION OF SERVICES - FIXED PRICE** - This clause is applicable if this Order is for services or supplies that involve the furnishing of services, and the amount is expected to exceed the simplified acquisition threshold amount of \$100,000.
- 52.246-16 **RESPONSIBILITY FOR SUPPLIES** - This clause is applicable if this Order is for (a) supplies, (b) services involving the furnishing of supplies, or (c) research and development, when the amount is expected to exceed the simplified acquisition threshold amount of \$100,000.
- 52.246-17 **WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE** - This clause is applicable if this Order is for noncomplex items. In paragraph (b) (1) and (c) (1) insert the words, "one year after acceptance."

- 52.246-18 **WARRANTY OF SUPPLIES OF A COMPLEX NATURE**, – Applicable to Orders for deliverable complex items. In paragraph (b) (1) and (c) (1) insert the words, “one year after acceptance.”
- 52.249-1 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM)** - This clause applies only if at the time of termination, this Order does not exceed \$100,000.
- 52.249-2 **TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)** - This clause applies only if at the time of termination, the Order exceeds \$100,000.
- 52.249-4 **TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)**
- 52.249-8 **DEFAULT (FIXED PRICE SUPPLY AND SERVICE)** - This clause is applicable if this Order exceeds the simplified acquisition threshold amount of \$100,000.

B-3 PROVISIONS APPLICABLE TO NONCOMMERCIAL COST REIMBURSEMENT ORDERS

In addition to the General Provisions of Section A. and the FAR and DEAR provisions of Section B-2, the following clauses of the FAR and DEAR are applicable if this is a cost reimbursable order.

- 52.215-2 **AUDIT AND RECORDS - NEGOTIATION** - This clause applies if this Order exceeds the simplified acquisition threshold of \$100,000 and is a cost-reimbursement, incentive, time and material, or labor hour order.
- 952.216-7 **ALLOWABLE COST AND PAYMENT** - Alternate II
- 52.216-8 **FIXED FEE** - This clause is applicable if this Order is a cost-plus-fixed-fee subcontract (other than a facilities or construction contract).
- 52.229-10 **STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX** - Applicable if the Order will be for services to be performed in whole or in part within the State of New Mexico and if this Order directs or authorizes the Seller to acquire tangible personal property as a direct cost under this Order and title to such property passes directly to and vests in the United States upon delivery of the property by the vendor.
- 52.232-20 **LIMITATION OF COST**
- 52.232-22 **LIMITATION OF FUNDS** - This clause applies only if this order is incrementally funded.
- 52.242-3 **PENALTIES FOR UNALLOWABLE COSTS** – This clause applies if this Order exceeds \$650,000, except fixed-price contracts without cost incentives or any firm-fixed-price contract for the purchase of commercial items.
- 52.242-15 **STOP WORK ORDER** - Alternate I applies if this is a cost reimbursable order.
- 52.243-2 **CHANGES - COST REIMBURSEMENT (ALTERNATE V)**
- 52.244-2 **SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)**
- 52-246-3 **INSPECTION OF SUPPLIES - COST REIMBURSEMENT**
- 52.246-5 **INSPECTION OF SERVICES - COST REIMBURSEMENT**
- 52.249-6 **TERMINATION (COST REIMBURSEMENT)** - This clause applies except if this Order is for R&D with an educational or nonprofit institution on a no-fee basis.

52.249-14 **EXCUSABLE DELAYS**

952.251-70 **CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS**

**B-4 PROVISIONS APPLICABLE TO NONCOMMERCIAL TIME & MATERIAL OR LABOR
 HOUR ORDERS**

In addition to the General Provisions of Section A. and the FAR and DEAR provisions of Section B-1, the following clauses of the FAR and DEAR are applicable if this is a time and material or labor-hour order.

52.215-2 **AUDIT AND RECORDS - NEGOTIATION** - This clause applies if this Order exceeds the simplified acquisition threshold of \$100,000 and is a cost-reimbursement, incentive, time and material, or labor hour order.

52.232-7 **PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR HOUR
 CONTRACTS**

52.243-3 **CHANGES - TIME AND MATERIALS OR LABOR-HOURS**

52.246-6 **INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR**

52.249-8 **DEFAULT (FIXED PRICE SUPPLY AND SERVICE)**

52.249-14 **EXCUSABLE DELAYS**