

SECTION 2 – FAR AND/OR DFARS CLAUSES APPLICABLE IF THIS ORDER IS PLACED UNDER BUYER CONTRACT CONTAINING SUCH CLAUSES

In addition to the clauses of Section 1, the following provisions shall apply to the Order as required by the terms of Buyer’s Government Contract, by operation of law or regulation, or by the terms of the specific clauses. Buyer is flowing down to Seller certain provisions and clauses from the Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) (all herein “USG Clauses”). These USG Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below (including any parenthetical information regarding applicability, bracketed information regarding modifications to the USG Clauses). For certain USG Clauses, Buyer has provided parenthetical language describing the circumstances in which the USG Clauses apply to the Order. This parenthetical language may not encompass all situations where the USG Clauses apply and Seller is responsible for confirming whether the USG Clauses are applicable to the Order.

The effective version of the USG Clauses shall be the version in effect as of the date this Order is issued unless a different version appears in Buyer’s Government Contract, in which case the version in Buyer’s Government Contract applies. The Parties hereby agree to amend this Section 2 to include any additional or revised USG Clauses incorporated in Buyer’s Government Contract that are applicable to the performance of this Order. The Parties shall handle any such amendments of this Section 2 under Article 10 “Changes and Equitable Adjustments” of this Order. Seller shall flow down to its lower-tier subcontractors all applicable USG Clauses and any other requirements of this Order and applicable law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer’s Government Contract.

It is intended by the Parties that these USG Clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to ensure Seller’s obligations to Buyer and to the Government, and to enable Buyer to meet its contract obligations to the Federal Government. Consequently, in interpreting and applying USG Clauses flowed down to Seller, and as context requires, the terms “Contractor” and “Offeror” shall mean Seller, the term “Contract” shall mean this Order, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer and/or Buyer Representative. However, as an exception to the foregoing, the terms “Government” and “Contracting Officer” do not change in the following circumstances:

- (a) in the phrases “Government Property,” “Government-Furnished Property,” and “Government-Owned Property;”
- (a) in the Patent Rights clauses incorporated therein, if any;
- (b) when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- (c) when title to property is to be transferred directly to the Government;
- (d) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Order; and
- (e) where specifically modified in this Order.

USG Clauses flowed down by Buyer to Seller pursuant to this provision may require submission of certificates. All such required representations and certifications made by Seller in connection with flow down of USG Clauses, including all such certifications submitted by Seller with its offer, are hereby incorporated in this Order by reference. Seller shall, with respect to applicable USG Clauses flowed down pursuant to this provision, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any USG Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller’s compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word “certificate” shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

Seller shall indemnify and hold Buyer harmless from and against any price reduction in Buyer’s Government Contract, as well as Buyer’s reasonable attorney fees and other direct costs to defend Government Contract claims when said reduction is attributable to the failure of Seller or Seller’s subcontractors to properly discharge applicable duties under the Truth in Negotiation Act and Cost Accounting Standards clauses incorporated by reference in accordance with this provision.

I. FAR CLAUSES:

In addition to the clauses of Section 1, the following clauses shall apply to the Order as required by the terms of Buyer’s Government Contract, by operation of law or regulation, or by the terms of the specific clauses. The following Federal Acquisition Regulation (FAR) Clauses are hereby incorporated by reference, as applicable, and made a part of this Order.

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (applies to Orders that exceed \$150,000)
- 52.203-13 Contractor Code of Business Ethics and Conduct (applies to Orders that exceed \$5,500,00 and where period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (applies unless Seller is furnishing commercially available off-the-shelf items)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.209-6 Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment (applies to Orders that exceed \$35,000 but does not apply to Orders for commercial off-the-shelf items)
- 52.211-15 Defense Priority and Allocation Requirements
- 52.212-3 Offer Representations and Certifications, Commercial Items (This provision provides a single, consolidated list of representations and certifications for the acquisition of commercial items. Use the provision with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard.)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
- 52.219-8 Utilization of Small Business Concerns
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans (applies to Orders that exceed \$150,000 unless exempted by rules, regulations, or orders of the Secretary of Labor)

52.222-36	Equal Opportunity for Workers with Disabilities (applies to Orders that exceed \$15,000)	252.203-7002	Requirements to Inform Employees of Whistleblower Rights
52.222-37	Employment Reports On Veterans (applies to all Orders that exceed \$150,000)	252.204-7000	Disclosure of Information
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (applies to Orders performed wholly or partially in the United States)	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (Applies in all contracts, including those using FAR part 12 procedures for the acquisition of commercial items, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.)
52.222-41	Service Contract Labor Standards (applies if the Order exceeds \$2,500 and is subject to the Service Contract Labor Standards statute)	252.204-7009	Limitations On The Use And Disclosure Of Third Party Contractor Reported Cyber Incident Information (applies to Order that involve services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting)
52.222-50	Combating Trafficking in Persons (Alt I applies if included in Buyer's Government Contract)	252.204-7012	Safeguarding Covered Defense Information And Cyber Incident Reporting (applies to Orders for operationally critical support or for which performance will involve covered defense information)
52.222-54	Employment Eligibility Verification (applies to Orders that exceed \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item)	252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
52.222-55	Minimum Wages Under Executive Order 13658 (applies to Orders subject to the Service Contract Labor Standards statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "Buyer.")	252.204-7015	Disclosure of Information To Litigation Support Contractors
52.222-62	Paid Sick Leave Under Executive Order 13706	252.211-7003	Item Unique Identification and Valuation (applies to Orders that require work to contain unique item identification)
52.224-3	Privacy Training (Applies if, in the performance of this Agreement, Seller's employees will: have access to a systems of records; create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate a system of records on individuals or will handle personally identifiable information. Alternate I applies if the conditions above are satisfied and the agency specifies that only its agency-provided training is acceptable.)	252.223-7003	Change in Place of Performance – Ammunition and Explosives (applies if DFARS 252.223-7002 applies to the Order)
52.225-1	Buy American Act – Supplies (applies if work contains other than domestic components)	252.223-7008	Prohibition of Hexavalent Chromium
52.225-5	Trade Agreements (applies if work contains other than U.S. made or designated country end products as specified in the clause)	252.225-7001	Buy American and Balance of Payments Program (applies if work contains other than domestic components)
52.225-13	Restrictions on Certain Foreign Purchases	252.225-7008	Restriction on Acquisition of Specialty Metals (Applies if this Agreement exceeds the Simplified Acquisition Threshold and requires delivery of specialty metals as end items.)
52.225-26	Contractors Performing Private Security Functions Outside the United States	252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies to Orders where work to be furnished contains specialty metals; exclude paragraph (d))
52.227-9	Refund of Royalties (applies if the amount of royalties exceeds \$250)	252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applies to Contracts using FAR Part 12 procedures for the acquisition of commercial items and contains the clause 252.225-7009.)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (applies if the Defense Base Act applies to the work)	252.225-7012	Preference for Certain Domestic Commodities
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (applies if Seller is a small business concern; does not apply if Buyer does not receive accelerated payments under the prime contract)	252.225-7021	Trade Agreements (applies to Orders for end products under Buyer's Government Contract; applies in lieu of FAR 52.225-5)
52.244-6	Subcontracts for Commercial Items	252.225-7048	Export-Controlled Items
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	252.226-7001	Utilization Of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns (applies to Orders that exceed \$500,000)
		252.227-7007	Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies (applies if Seller is supplying items on the U.S. Munitions list)
		252.227-7013	Rights In Technical Data—Noncommercial Items (applies in lieu of FAR 52.227-14; applies to the extent specified in DFARS 252.227-7015)
		252.227-7015	Technical Data—Commercial Items
		252.227-7037	Validation of Restrictive Markings on Technical Data (applies when Clauses 252.227-7013, 252.227-7014 or 252.227-7015 are used)
		252.229-7014	Taxes—Foreign Contracts in Afghanistan

2. DFARS CLAUSES:

In addition to the provisions of Section 1, the following provisions shall apply as required by the terms of Buyer's Government Contract, by operation of law or regulation, or by the terms of the specific clauses. The following DFARS clauses, in addition to or in lieu of the FAR clauses set forth above, are hereby incorporated by reference, as applicable, and made a part of this Order.

- 252.239-7010 Cloud Computing Services
- 252.239-7018 Supply Chain Risk (Applies if this Agreement is for information technology, whether providing as a service or supply, is a part of a covered system, or is in support of a covered system, as defined in the clause at DFARS 239.7301.)
- 252.244-7000 Subcontracts for Commercial Items
- 252.246-7003 Notification of Potential Safety Issues (applies if this Order is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system; “Government” does not change)
- 252.246-7007 Contractor Counterfeit Electronic Part Detection And Avoidance System (paragraphs (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail.)
- 252.246-7008 Sources of Electronic Parts (applies to Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer)
- 252.247-7023 Transportation of Supplies by Sea (applies in lieu of FAR 52.247-64 in all Orders for ocean transportation of supplies; paras. (f) and (g) only apply if this Order exceeds \$150,000; delete in para. (g) “for the purposes of the Prompt Payment clause of this contract”) (Alt I, Alt II, and Alt III apply if in Buyer’s Government Contract)
- 252.247-7024 Notification of Transportation of Supplies by Sea (applies to Orders when the prime’s original response to the solicitation stated that no transportation by sea was contemplated; modify paragraph (a) to read “If, after the award of this order, Seller learns that supplies”)
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (applies to Orders that exceed \$700,000; delete paragraph (d)(1) and the first five words of paragraph (d)(2))