

1. When the materials, parts, and products (“goods”) or services, including the products resulting from services hereby ordered are for use in connection with a United States Government (“Government”) prime contract or higher-tier subcontract, in addition to the General Terms and Conditions (GT&C), the following FAR provisions and clauses (JHHTAC-001) shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each FAR provision and clause shall be the same version as that which appears in Buyer’s prime contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these FAR provisions and clauses (JHHTAC-001) and the General Terms and Conditions (GT&C), the FAR provisions and clauses (JHHTAC-001) shall control.
2. The following FAR provisions and clauses in effect as of the date of the prime contract are incorporated herein, unless made inapplicable by a corresponding note in this JHHTAC-001 , with the same force and effect as if they were given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/far/> . In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Seller’s obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Seller”, “Subcontractor” shall mean “Seller’s Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, 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 the prime contract Contracting Officer or duly authorized representative, for example in FAR 52.227-1 or FAR 52.227-2, or when title to property is to be transferred directly to the Government. If any of the following FAR provisions and clauses do not apply to this Purchase Order, such provisions and clauses are considered self-deleting. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR provisions and clauses in accordance with the flow down requirements specified in such clauses.

A. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:

1. **52.203-7 “Anti-Kickback Procedures”** (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
2. **52.203-12 “Limitation on Payments to Influence Certain Federal Transactions”** (Applicable to Purchase Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
3. **52.203-13 “Contractor Code of Business Ethics and Conduct”** (Applicable to Purchase Orders (i) that have a value more than \$5,500,000 or the dollar threshold in effect as of the date of

- the prime contract; and (ii) that have a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency” “agency OIG” and “Contracting Officer” do not change.)
4. **52.203–19** “Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements”
 5. **52.204–10** “Reporting Executive Compensation and First-Tier Subcontract Awards” (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
 6. **52.204–21** “Basic Safeguarding of Covered Contractor Information Systems” (Applicable to Purchase Orders, other than those for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
 7. **52.204–23** “Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities”
 8. **52.209–6** “Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment” (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Purchase Orders for commercially available off-the-shelf items.)
 9. **52.219–8** “Utilization of Small Business Concerns” (Applicable to Purchase Orders (except to small business concerns) that offer further subcontracting opportunities.)
 10. **52.222–21** “Prohibition of Segregated Facilities”
 11. **52.222–26** “Equal Opportunity” (Applicable to Purchase Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
 12. **52.222–35** “Equal Opportunity for Veterans” (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract.)
 13. **52.222–36** “Affirmative Action for Workers with Disabilities” (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the prime contract.)
 14. **52.222–37** “Employment Reports on Veterans” (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract.)

15. **52.222-40** “Notification of Employee Rights Under the National Labor Relations Act” (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the prime contract.)
16. **52.222-41** “Service Contract Labor Standards” (Applicable to Purchase Orders that are subject to the Service Contract Labor Standards statute.)
17. **52.222-50** “Combating Trafficking in Persons”
18. **52.222-54** “Employment Eligibility Verification” (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States.)
19. **52.222-55** “Minimum Wages Under Executive Order 13658” (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
20. **52.222-62** “Paid Sick Leave Under Executive Order 13706” (Applicable to Purchase Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
21. **52.223-7** “Notice of Radioactive Materials” (Seller shall notify Buyer if any goods under this Purchase Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Purchase Order.)
22. **52.224-3** “Privacy Training” (Applicable to Purchase Orders, regardless of dollar value, when Seller’s employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)
23. **52.225-1** “Buy American – Supplies” (Not applicable to Purchase Orders for commercially available off-the-shelf items (COTS) as defined at FAR 2.101.)
24. **52.225-13** “Restrictions on Certain Foreign Purchases”
25. **52.225-26** “Contractors Performing Private Security Functions Outside the United States” (Applicable to Purchase Orders that will be performed outside the United States in areas of (i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)

26. **52.232-40** "Providing Accelerated Payments to Small Business Subcontractors" (Applicable to Purchase Orders with small business concerns when Buyer receives Accelerated Payments under its prime contract.)
27. **52.244-6** "Subcontracts for Commercial Items"
28. **52.247-64** "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Applicable to Purchase Orders, except those exempted in paragraph (e) (4) of the clause.)
29. **52.204-25** "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment"

B. THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:

1. **252.203-7002** "Requirement to Inform Employees of Whistleblower Rights"
2. **252.204-7012** "Safeguarding of Unclassified Controlled Technical Information" (Applicable to Purchase Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
3. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Purchase Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
4. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-O0001) (Applicable to Purchase Orders under DoD contracts awarded after October 7, 2015 and before December 30, 2015.)
5. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (INTERIM RULE 12/30/2015) (Applicable to Purchase Orders under DoD contracts awarded after December 29, 2015 and before October 21, 2016 for operationally critical support, or for which Purchase Order performance will involve a covered contractor information system.)
6. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Purchase Orders under DoD contracts awarded after October 20, 2016 for operationally critical support, or for which Purchase Order performance will involve covered defense information.)
7. **252.204-7015** "Disclosure of Information to Litigation Support Contractors"
8. **252.211-7003** "Item Unique Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)
9. **252.215-7010** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data" (Applicable to Purchase Orders exceeding the simplified acquisition threshold defined in FAR part 2.)

10. **252.223-7008** "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.)
11. **252.225-7008** "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.)
12. **252.225-7009** "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause). (Applicable to Purchase Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.)
13. **252.225-7040** "Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States" (Applicable to Purchase Orders that will be performed when Seller's personnel or Seller's subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
14. **252.225-7048** "Export-Controlled Items"
15. **252.225-7052** "Restriction on the Acquisition of Certain Magnets and Tungsten". (Applicable to Purchase Orders for the delivery of goods that exceed the simplified acquisition threshold, unless an
16. **252.227-7013** "Rights in Technical Data Noncommercial Items" (Applicable to solicitations and resulting Purchase Orders when Buyer will be required to deliver to the Government Seller's technical data for commercial items for which the Government will have paid for any portion of the development costs.)
17. **252.227-7015** "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.)
18. **252.227-7037** "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data.)
19. **252.239-7010** "Cloud Computing Services" (Applicable to Purchase Orders that involve or may involve cloud services)
20. **252.239-7018** "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)
21. **252.244-7000** "Subcontracts for Commercial Items and Commercial Components (DoD Contracts)"
22. **252.246-7003** "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair,

maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)

23. **252.246-7007** “Contractor Counterfeit Electronic Part Detection and Avoidance System” (Applicable to Purchase Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.)
24. **252.246-7008** “Sources of Electronic Parts” (Applicable to Purchase Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer of the electronic part.)
25. **252.247-7023** “Transportation of Supplies by Sea”
26. **252.204-7018** “Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services”
27. **252.225-7052** “Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. (DEVIATION 2020-O0006)” (Applicable to Purchase Orders under DoD contracts awarded after February 7, 2020 for the delivery of goods containing a covered material, unless an exception in paragraph (c) of the clause applies).

C. APPLICABLE TO PURCHASE ORDERS WITHOUT REGARD TO DOLLAR VALUE:

1. **52.203-19** “Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements”
2. **52.204-2** “Security Requirements” (Applicable to Purchase Orders that involve access to classified information. Any reference to the Changes clause is excluded.)
3. **52.204-9** “Personal Identity Verification of Contractor Personnel” (Applicable to Purchase Orders when Seller’s employees are required to have routine physical access to a Federally-controlled facility and / or routine access to a Federally controlled information system.)
4. **52.204-21** “Basic Safeguarding of Covered Contractor Information Systems” (Applicable to Purchase Orders in which Seller may have Federal contract information residing in or transiting through its information system.)
5. **52.204-23** “Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities”
6. **52.211-5** “Material Requirements”
7. **52.215-23** “Limitations on Pass-Through Charges” (Applicable to cost-reimbursement Purchase Orders that exceed the simplified acquisition threshold, except if the contract is with the Department of Defense (DoD), then this clause is applicable to all cost-reimbursement Purchase Orders and fixed-price Purchase Orders, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

8. **52.219-8** “Utilization of Small Business Concerns” (Applicable to Purchase Orders (except to small business concerns) that offer further subcontracting opportunities.)
9. **52.222-4** “Contract Work Hours and Safety Standards – Overtime Compensation” (Applicable to Purchase Orders that require or involve the employment of laborers and mechanics.)
10. **52.222-21** “Prohibition of Segregated Facilities”
11. **52.222-26** “Equal Opportunity” (Applicable to Purchase Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)
12. **52.222-41** “Service Contract Labor Standards” (Applicable to Purchase Orders that are subject to the Service Contract Labor Standards statute.)
13. **52.222-50** “Combating Trafficking in Persons”
14. **52.222-54** “Employment Eligibility Verification” (Applicable to Purchase Orders for (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States.)
15. **52.222-55** “Minimum Wages Under Executive Order 13658” (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
16. **52.222-62** “Paid Sick Leave Under Executive Order 13706” (Applicable to Purchase Orders that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
17. **52.223-3** “Hazardous Material Identification and Material Safety Data” (Applicable to Purchase Orders that require the delivery of hazardous materials as defined in FAR 23.301. “Government” means “Government and Buyer” in this clause.)
18. **52.223-7** “Notice of Radioactive Materials” (Seller shall notify Buyer if any goods under this Purchase Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Purchase Order.)
19. **52.223-11** “Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons” (Seller shall label products which contain or are manufactured with ozone-depleting substances as described in the clause.)
20. **52.224-3** “Privacy Training” (Applicable to Purchase Orders when Seller’s employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain,

- disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)
21. **52.225-1** “Buy American – Supplies”
 22. **52.225-5** “Trade Agreements”
 23. **52.225-8** “Duty-Free Entry” (Applicable to Purchase Orders including supplies that may be imported into the United States.)
 24. **52.225-13** “Restrictions on Certain Foreign Purchases”
 25. **52.225-26** “Contractors Performing Private Security Functions Outside the United States” (Applicable to Purchase Orders that will be performed outside the United States in areas of (i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the of the Secretaries of Defense and State that the clause applies in that area.)
 26. **52.227-9** “Refund of Royalties” (Applicable to Purchase Orders in which the amount of royalties reported during negotiation of the Purchase Order exceeds \$250.)
 27. **52.227-10** “Filing of Patent Applications-Classified Subject Matter” (Applicable to Purchase Orders that cover or likely to cover classified subject matter.)
 28. **52.227-11** “Patent Rights – Ownership by the Contractor” (Applicable to Purchase Orders for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.)
 29. **52.227-14** “Rights in Data – General”
 30. **52.228-5** “Insurance-Work on a Government Installation”
 31. **52.232-40** “Providing Accelerated Payments to Small Business Subcontractors” (Applicable to Purchase Orders with small business concerns when Buyer receives Accelerated Payments under its prime contract.)
 32. **52.234-1** “Industrial Resources Developed Under Defense Production Act Title III”
 33. **52.237-2** “Protection of Government Buildings, Equipment and Vegetation” (Applicable to Purchase Orders for services to be performed on Government installations.)
 34. **52.243-6** “Change Order Accounting” (Applicable to Purchase Orders for supply and research and development contracts of significant technical complexity.)
 35. **52.244-5** “Competition in Subcontracting”
 36. **52.244-6** “Subcontracts for Commercial Items”
 37. **52.247-63** “Preference for U.S.-Flag Air Carriers” (Applicable to Purchase Orders that involve international air transportation.)

38. **52.247-64** "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Applicable to Purchase Orders, except those exempted in paragraph (e) (4) of the clause.)
39. **52.249-2** "Termination for Convenience of the Government" (Fixed-Price) – (The usual substitution of the parties in which "Government" means "Buyer", "Contracting Officer" means "Buyer's Purchasing Representative", and "Contractor" means "Seller" is applicable to this clause except that any express obligation to transfer or assign title to property shall be modified such that "Government" means "Government or Buyer".) (In paragraph (d) the term "45 days" is changed to "90 days." The term "one-year" in paragraph (e) is changed to "six months." The term "90 days" in paragraph (l) is changed to "forty-five days.")
40. **52.204-25** "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment"
41. **52.246-26** "Reporting Nonconforming Items" (Except as provided in paragraph (g)(2) of the clause, this clause is applicable to Purchase Orders for (i) goods subject to higher-level quality standards in accordance with the clause at FAR 52.246–11, Higher-Level Contract Quality Requirement; (ii) goods that Buyer has identified herein as critical items for which use of the clause is appropriate; (iii) electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of the clause, if the Purchase Order exceeds the simplified acquisition threshold and this Purchase Order is issued under a Department of Defense contract (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112–81)); or (iv) for the acquisition of services, if Seller will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of the clause.)
42. **52.246-2** "Inspection of Supplies - Fixed-Price"

D. PURCHASE ORDERS OVER THE MICRO-PURCHASE THRESHOLD (AS DEFINED AT FAR

2.101 IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.223-18** "Encouraging Contractor Policies to Ban Text Messaging while Driving"

E. PURCHASE ORDERS OVER \$10,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.222-40** "Notification of Employee Rights Under the National Labor Relations Act"

F. PURCHASE ORDERS OVER \$15,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.222-20** "Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000"
2. **52.222-36** "Equal Opportunity for Workers with Disabilities"

G. PURCHASE ORDERS OF \$30,000 OR MORE (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.204-10** "Reporting Executive Compensation and First-Tier Subcontract Awards" (Applicable to Purchase Orders when Buyer is the Prime Contractor.) (The usual substitution

of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)

H. PURCHASE ORDERS OVER \$35,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.209-6** "Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment"

I. PURCHASE ORDERS OF \$150,000 OR MORE (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.222-35** "Equal Opportunity for Veterans"
2. **52.222-37** "Employment Reports on Veterans"

J. PURCHASE ORDERS OVER \$150,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.203-7** "Anti-Kickback Procedures" (Excepting subparagraph (c)(1) of the clause.)
2. **52.203-12** "Limitation on Payments to Influence Certain Federal Transactions"
3. **52.248-1** "Value Engineering"

K. PURCHASE ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (AS DEFINED AT FAR 2.101 IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.203-6** "Restrictions on Subcontractor Sales to the Government"
2. **52.203-17** "Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights"
3. **52.215-2** "Audit and Records – Negotiation" (Applicable to Purchase orders: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-predeterminable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Seller to furnish reports as discussed in paragraph (e) of the clause.)
4. **52.215-14** "Integrity of Unit Prices" (Applicable to Purchase Orders less paragraph (b) in the clause, except for construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.)
5. **52.227-1** "Authorization and Consent and Alternate I" (Include Alternate 1 if it is included in the prime contract.)
6. **52.227-2** "Notice and Assistance Regarding Patent and Copyright Infringement"

L. PURCHASE ORDERS OVER \$700,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.219-9** “Small Business Subcontracting Plan” (Applicable to Purchase Orders (except to small business concerns) with further subcontracting possibilities.)

M. UNLESS OTHERWISE EXEMPT (SEE FAR 15.408), PURCHASE ORDERS ALSO INCLUDE:

1. **52.215-10** “Price Reduction for Defective Certified Cost or Pricing Data”
2. **52.215-11** “Price Reduction for Defective Certified Cost or Pricing Data – Modifications”
3. **52.215-12** “Subcontractor Certified Cost or Pricing Data”
4. **52.215-13** “Subcontractor Certified Cost or Pricing Data – Modifications”
5. **52.215-15** “Pension Adjustments and Asset Reversions”
6. **52.215-18** “Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions”
7. **52.215-19** “Notification of Ownership Changes”
8. **52.215-20** “Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data”
9. **52.215-21** “Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications”

N. PURCHASE ORDERS OVER \$5,500,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT) ALSO INCLUDE:

1. **52.203-14** “Display of Hotline Poster(s)”

O. PURCHASE ORDERS THAT HAVE A VALUE OF MORE THAN \$5,500,000 (OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT); AND THAT HAVE A PERFORMANCE PERIOD OF MORE THAN 120 DAYS ALSO INCLUDE:

1. **52.203-13** Contractor Code of Business Ethics and Conduct” (In paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in paragraph (b)(3)(ii) the meaning of “Government” does not change and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency” “IG of the agency”, “agency OIG” and “Contracting Officer” do not change.)

P. COST REIMBURSEMENT, TIME & MATERIAL, OR LABOR HOUR PURCHASE ORDERS ALSO INCLUDE:

1. **52.216-7** “Allowable Cost and Payment” (Seller agrees to execute assignment documents in order to comply with subsection (h).) (This clause is not applicable to Labor Hour Purchase Orders.)
2. **52.216-8** “Fixed Fee” (Applicable if this is a cost-plus fixed fee Purchase Order.)
3. **52.216-10** “Incentive Fee” (Applicable if this is a cost-plus incentive fee Purchase Order.)
4. **52.216-11** “Cost Contract -No Fee” (Applicable if this is a cost no fee Purchase Order.)

5. **52.232-7** "Payments under Time-and-Materials and Labor-Hour Contracts" – ("schedule" means this Purchase Order, "voucher(s)" means invoice(s).
6. **52.232-20** "Limitation of Cost" (Applicable to fully funded Purchase Orders.)
7. **52.232-22** "Limitation of Funds" (Applicable to incrementally funded Purchase Orders.)
8. **52.243-2** "Changes – Cost-Reimbursement" (Applicable to cost-reimbursement Purchase Orders.)
9. **52.243-3** "Changes – Time and Material or Labor-Hours" (Applicable to time and material or labor hour Purchase Orders.)
10. **52.244-2** "Subcontracts" (paragraphs (g) and h) only apply)
11. **52.246-3** "Inspection of Supplies (Cost-Reimbursement)" – ("Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer and "Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and/or Buyer". The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)
12. **52.246-5** "Inspection of Services (Cost Reimbursement)" – ("Contracting Officer" means Buyer's Purchasing Representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer). The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)
13. **52.246-6** "Inspection of Time and Material and Labor Hour" – ("Contracting Officer" means Buyer's Purchasing Representative and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and/or Buyer".) (The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)
14. **52.249-6** "Termination (Cost-Reimbursement)" – ("Government" means "Buyer" and "Contracting Officer" means Buyer's Purchasing Representative. In paragraph (e) Change "15 days" and "45 days" to "30 days" and "90 days", respectively. In paragraph (f) change "1 year" to "six months".) (Alternate IV is applicable to time and material or labor hour orders only.)
15. **52.249-14** "Excusable Delays"

3. ADDITIONAL CLAUSES:

A. COST ACCOUNTING STANDARDS (Applicable when stated in the Purchase Order)

1. **52.230-2** "Cost Accounting Standards"
2. **52.230-3** "Disclosure and Consistency of Cost Accounting Practices"

3. **52.230-5** “Cost Accounting Standards – Educational Institution”
4. **52.230-6** “Administration of Cost Accounting Standards”

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting the applicable Cost Accounting Standards clause, and the Administration of Cost Accounting Standards clause, provided Seller shall not be required to disclose to Buyer such communications containing information confidential to the Seller. In addition to any other remedies provided by law or under this Purchase Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses, except in FAR 52.230-6.