



Luxfer Holdings PLC and its subsidiaries (“Buyer”)

U.S. Government Contracts Terms and Conditions

1. GENERAL. 1.1 If an Order is placed at any tier under a Prime Contract awarded by the U.S. Government, additional U.S. Government provisions (“U.S. Government Contract Clauses”) shall apply. In the event of a conflict between a provision in this document and Buyer’s Standard Terms and Conditions of Purchase, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in Buyer’s Terms and Conditions of Purchase.

1.2. While Buyer has made every effort to include every potentially applicable U.S. Government Contract Clause in this document, U.S. Government Contract Clauses, the inclusion of which in a subcontract is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if it has been omitted from the Order.

1.3. Seller shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontract placed in support of this Order.

1.4. Notwithstanding any other provisions in this document, Seller shall comply with, and shall support Buyer’s compliance with, any applicable U.S. Government procurement regulations and policies, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the materials/services. Seller agrees to furnish cost and pricing data certified as to currency, accuracy, and completeness every three (3) years, or as frequently as required by Buyer’s customer. To the extent the prices under the Contract and/or Order for the materials/services are at any time not supported by Seller’s cost or pricing data, Seller agrees to negotiate fair and reasonable prices for the materials/services and to incorporate such prices in the Contract and/or Order. In no event shall any renegotiated unit price for any of the materials/services exceed the unit price incorporated herein for such materials/services.

2. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. The following provisions shall apply to all Orders for which Seller is required to submit cost or pricing data pursuant to the Truth in Negotiations Act (“the

Act”). A “determination” by Buyer’s customer means a final decision of a Government Contracting Officer or the withholding of money, reduction in any cost, price or fee from Buyer by a customer based on an alleged failure of Seller or its subcontractors to comply with the Act.

2.1. Seller shall reimburse Buyer for any loss or damage in the event that Buyer’s customer makes a determination pursuant to the clause(s) in, or required to be in, Buyer’s Prime Contract related to the Act or its implementing regulations because: (i) Seller or a subcontractor of Seller failed to furnish cost or pricing data, including any requested data, that is required under the Act or its implementing regulations; or (ii) Seller or subcontractor of Seller furnished cost or pricing data that was not complete, accurate, and current as certified, or as required to be certified, in the Seller’s or its subcontractor’s certificate of current cost or pricing data.

2.2. The sums paid or payable to Seller under this Order may be reduced or setoff in the amount by which the sums received or receivable by Buyer from Buyer’s customer (including, but not limited to, the allocable share of Buyer’s indirect costs and profit or fee) are reduced based upon such determination.

2.3. If an appealable decision is made by a Contracting Officer of the U.S. Government relating to cost or pricing data required to be submitted, or actually submitted, by Seller or a subcontractor of Seller, such decision shall be conclusive upon Seller, unless Buyer, in its sole discretion, gives Seller the opportunity to appeal such decision in the name of Buyer. Any such appeal brought by Seller in the name of Buyer shall be at the sole expense and responsibility of Seller. If Seller is given the opportunity to so appeal and elects to do so, Seller shall, upon Buyer’s written request, provide to Buyer advance copies of papers to be filed in such appeal and such other information, consultation, and opportunity to participate in the appeal as Buyer may reasonably request. Seller shall be conclusively bound by any decision of any such Board of Contract Appeals or Federal Court.

3. INSPECTION OF BOOKS AND RECORDS. Seller agrees that its books, records, and facilities, or such parts of its facilities as may be engaged in the

performance of this Order, shall at all reasonable times be subject to inspection and audit by Buyer or any authorized representatives of the U.S. Government. Seller hereby grants to Buyer the right to examine its books, records and data which will permit the adequate evaluation of cost and pricing data used to arrive at the price quoted in this Order. Seller hereby grants to Buyer the right to conduct audits of Seller's premises, records, data, and documentation pertaining to: quality, inspection and testing of materials; security and data protection procedures; ethical practices; and, any other requirement or obligation, under this Order.

4. ORDERS INVOLVING GOVERNMENT PROPERTY.

4.1. Title to facilities, special test equipment, and special tooling acquired, fabricated or procured by Seller for Buyer under this Order shall pass to and vest in the Government or Buyer (depending on the line item under which it is acquired) when its use in performing this Order commences or when Buyer has paid for it, whichever is earlier, whether or not title previously vested in the Government or Buyer. The Government shall retain title to government-furnished property.

4.2. If this Order contains a provision directing Seller to purchase material from a vendor for which Buyer will reimburse Seller as a direct item of cost under this Order, title to material purchased from the vendor shall pass to and vest in the Government or Buyer upon the vendor's delivery of such material to Seller, and title to all other material shall pass to and vest in the Government or Buyer upon: (i) issuance of the material for use in Order performance; (ii) commencement of processing of the material or its use in Order performance; or (iii) reimbursement of the cost of the material by Buyer, whichever occurs first.

4.3. Seller shall establish and maintain a system acceptable to the Buyer and the Government and in compliance with FAR Part 45, FAR 52.245-1 and DFARS Part 245 to control, protect, preserve, repair, and maintain Government Property. Government Property shall be used only for performing this Order, unless otherwise provided in this Order or approved by the Government.

5. INTELLECTUAL PROPERTY UNDER GOVERNMENT CONTRACTS.

5.1. Definitions.

"Computer Software" means computer software as defined in DFARS 252.227- 7013(a)(3), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a) or such other relevant Government Acquisition Regulation clause as may be incorporated in this Contract.

"DoE" means the Department of Energy.

"Government Acquisition Regulations" means the FAR, DFARS, NASA FAR Supplement, and DoE Acquisition Regulation (DEAR) regulations that are incorporated into the Prime Contract and, by incorporation, this Order.

"Intellectual Property," as used in this Article, means any trade secret, trademark, copyright, patent, confidential information, proprietary information, know-how, operational expertise, technical and scientific know-how, business practices, marketing data, procedures and methods, formulations, skills, computer systems, ideas, inventions, designs, devices, publications, reports, plans, drawings, and other such property that a party owns or identifies as its Intellectual Property, as well as Subject Invention, Technical Data, and Computer Software.

"Invention" means the invention as defined in DFARS 252.227-7038(a), or for Prime Contracts with NASA or the Department of Energy, as defined in FAR 52.227-11(a).

"NASA" means the National Aeronautics and Space Administration.

"Practice" means to make, use, sell, offer for sale, import, and export materials that embody the Subject Invention.

"Subject Invention" means subject invention as defined in DFARS 252.227- 7038(a), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-11(a).

"Technical Data" means technical data as defined in DFARS 252.227- 7013(a)(14), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause, as may be incorporated in this Contract.

"Unlimited Rights" means unlimited rights as defined in DFARS 252.227- 7013(a)(15), -7014(a)(15) and - 7018(a)(20), or for Prime Contracts with NASA or the DoE, as defined in FAR 52.227-14(a), or such other relevant Government Acquisition Regulation clause as may be incorporated in this Contract.

"Use" means the right to use, modify, reproduce, perform, display, release, disclose, compile, integrate, embed, and make derivative works of any Technical Data and Computer Software.

5.2. Technical Data and Computer Software Ownership and License Rights.

(a) Seller acknowledges and agrees that the rights in Technical Data and Computer Software to be granted to the Government will be determined in

accordance with the regulations set forth in FAR Part 27 and DFARS Part 227 based upon the specific Technical Data, Computer Software, and materials to be performed under this Order and the assertions of restrictions on use, release, or disclosure of Seller's Intellectual Property that are provided to Buyer for delivery to the U.S. Government. Seller grants licenses to the Government as required to be granted in DFARS 252.227-7013, 7014, 7015, 7016 and 7018, or for Prime Contracts with NASA or the DoE in FAR 52.227-14, for Technical Data and Computer Software acquired, created or delivered to Buyer in the performance of this Order.

(b) For Technical Data and Computer Software in which the Government has Unlimited Rights, Seller hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide license, with the right to grant sublicenses, to Use, including the right to make or have made, such Seller's Technical Data and Computer Software for any purpose whatsoever, and to have or authorize others to do so.

(c) Except as provided above, Seller hereby grants to Buyer an irrevocable, nonexclusive, paid-up, worldwide, license to sell and Use Seller's Technical Data and Computer Software acquired, created, or delivered in the performance of this Order (i) to fulfill Buyer's obligations under the Prime Contract; (ii) to disclose to third parties for obtaining government approvals; and (iii) to satisfy other contract requirements for the same or similar materials.

(d) Seller shall deliver to Buyer all Technical Data and Computer Software needed to fulfill Seller's obligations in the performance of this Order by the delivery date. At Buyer's request, Seller shall deliver to Buyer all Technical Data and Computer Software acquired or created by Seller in the performance of this Order, whether or not delivery was required and without additional cost to Buyer.

5.3. Patent Ownership and License Rights.

(a) For any Subject Invention, Seller hereby grants the U.S. Government a nonexclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice or have Practiced the Subject Invention for or on behalf of the U.S. Government. For NASA and DoE Prime Contracts, if required by such Prime Contract, Seller agrees to assign the Subject Invention to the Government.

(b) For any Subject Invention in which the Seller retains ownership, Seller hereby grants Buyer a non-exclusive, nontransferable, irrevocable, paid-up, worldwide license to Practice and have Practiced the Subject Invention to the extent necessary to fulfill Buyer's

obligations under the Prime Contract, as well as for any other purpose.

(c) Seller acknowledges the Government invention reporting requirements under the applicable Government Acquisition Regulations and hereby agrees to report all Subject Inventions directly to the Government in accordance with these sections. Seller shall submit to Buyer a copy of the Government invention reporting letter, without including detailed invention disclosure information.

5.4. General Intellectual Property.

(a) Seller represents and warrants that Seller has sufficient rights in all Intellectual Property that Seller uses or transfers to Buyer in connection with this Order to allow Seller to lawfully comply with this Order. If, in the performance of this Order, Seller incorporates third party Intellectual Property into the materials, Seller shall obtain for the Government and the Buyer license rights equivalent to those granted by Seller herein.

(b) Except as expressly authorized herein, nothing in this Order shall be construed as Buyer granting Seller a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under this Order.

(c) If the Seller does not receive Government funding to acquire or create Intellectual Property under this Order, the Section of Buyer's Terms and Conditions of Purchase entitled "Buyer's Property" and applicable provisions under the clause entitled "Indemnity" shall apply to rights in such Intellectual Property in lieu of this Section 5.

5.3. Data Assertions and Markings.

(a) Seller shall properly identify and assert the Seller's rights in Technical Data and Computer Software delivered to the Government with other than Unlimited Rights in conformance with the applicable Government Acquisition Regulations. For assertions made subsequent to the effective date of this Order, the Seller shall describe why the assertion is an inadvertent omission or new information before the Buyer will submit such assertions to the Government. Seller shall properly mark all Technical Data and Computer Software that Seller delivers to the Buyer in connection with this Order. Seller represents and warrants that it has written procedures and maintains records sufficient to justify the validity of all restrictive markings.

(b) If the Seller's assertions do not comply with the applicable Government Acquisition Regulations, the Government rejects the Seller's assertions, or the Seller

does not correctly mark Technical Data or Computer Software, the Buyer assumes no responsibility or liability for any loss of rights by the Seller. Seller is responsible for ensuring that markings and assertions are consistent. If the markings and the assertions are inconsistent, Buyer may submit such inconsistently marked Technical Data or Computer Software to the Government and the Seller assumes the risk of loss of rights. In the event the Government rejects the Seller assertions, Seller agrees to work diligently with the Buyer to immediately correct such rejections such that there is no negative impact to Buyer's delivery obligations under the Prime Contract.

5.4 Patent Indemnification.

(a) To the extent that the Prime Contract includes the Authorization and Consent provision under FAR 52.227-1, the Government shall authorize and consent to the Seller's use and manufacture of any invention described in a United States patent in accordance with the Prime Contract. If the Government has assumed liability for U.S. patent infringement under the Prime Contract, Seller is relieved of its obligations for such U.S. patent infringement under the Section of Buyer's Terms & Conditions of Purchase entitled "Indemnity", but only to the extent such liability is indemnified by the Government.

(b) If the Prime Contract includes the Patent Indemnification provision under FAR 52.227-3, and if the Buyer's liability to the Government is for the infringement of a United States patent related to the materials, the Seller shall indemnify the Buyer under the same provision provided for in FAR 52.227-3 which is incorporated herein by reference, except that the terms "Contractor", "Government", "contract", and "Contracting Officer" shall be replaced by "Seller", "Buyer", "Order", and "Buyer" respectively.

6. SELLER CHANGES TO SPECIFICATIONS; U.S. GOVERNMENT INSPECTION. Materials manufactured to Seller's specifications require prior Buyer's written approval for any variations. Materials manufactured to Buyer or Buyer's customer furnished specifications require prior Buyer's written approval for any variations to specifications. When U.S. Government Inspection at Seller's facility appears in the inspection block of this Order, the following paragraph applies: U.S. Government inspection is required prior to shipment from Seller's facility. Upon receipt of this Order, Seller shall promptly notify and furnish a copy of the Order to the U.S. Government representative normally servicing Seller's facility so that the U.S. Government inspection can be appropriately planned. If a U.S. Government representative does not service Seller's facility, Seller shall contact the nearest Defense Contract Management Agency ("DCMA") office to plan the inspection. If Seller cannot locate the DCMA office, Seller shall notify Buyer immediately.

7. U.S. GOVERNMENT CLAUSES INCORPORATED BY REFERENCE.

7.1. For covered subcontracts:

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 1.4(b), 300.5(a), and 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. These regulations also prohibit covered prime contractors and subcontractors from discharging or in any other manner discriminating against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant, except as otherwise set forth in CFR § 601.4(a)(3).

This contractor and subcontractor shall abide by the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A.

7.2. The clauses listed below are incorporated by reference herein and in this Order, as applicable, with the same force and effect as if they were given full text and notwithstanding the requirements of FAR 52.102. If there is a conflict with or addition to a clause in effect on the Order date and a clause of the Prime Contract, the Prime Contract clause shall govern. The full text of these clauses can be accessed on the Internet at <http://www.acq.osd.mil/dpap/> .

7.3. The clauses listed below may require the submission of certifications and representations. When requested by Buyer, Seller shall furnish any certification or representation that Buyer determines is necessary for compliance with such requirements.

7.4. Whenever necessary to make the context of the clauses applicable to this Order, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, and the term "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (a) in the phrases, "Government Property", "Government-Furnished Property", and "Government-Owned Property", (b) in the patent clauses incorporated herein, (c) when a right, act, authorization or obligation

can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein, and (f) where specifically modified herein. All references to the clause entitled "Disputes" and all references to the "Disputes Clause" in any clauses referenced herein are deleted.

7.5. The term "FAR" means the Federal Acquisition Regulation and the term "DFARS" means the Department of Defense Supplement to the Federal Acquisition Regulation as in effect on the date of this Order. The term "NASA" shall mean the U.S. National Aeronautics and Space Administration.

7.6. Clauses marked with a "CI" in the column below titled Applicability are applicable only when the Seller is furnishing materials or services that qualify as a "commercial item" under FAR 2.101. Upon request, Seller shall provide relevant documentation to support Seller's assertion that its materials or services satisfy the definition of "commercial items" under FAR 2.101. Further, Sellers of commercial items agree to all additional clauses in Buyer's high tier contract necessary for Buyer to satisfy its contractual obligations as they relate to this Order.

7.7. Purchases below the Simplified Acquisition Threshold as defined in FAR Part 2 are not subject to the clauses marked below "SA" in the column titled Applicability.

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
1	Definitions	52.202-1	Nov 2013			All Orders
2	Gratuities	52.203-3	Apr 1984			All Orders
3	Covenant Against Contingent Fees	52.203-5	May 2014			All Orders
4	Restrictions on Subcontractor Sales to the Government	52.203-6	Sep 2006			SA
5	Anti-Kickback Procedures	52.203-7	May 2014			Applies if Order exceeds \$150,000 (exclude paragraph (c)(1); in paragraph (c)(4) delete "[T]he contracting officer may" and replace with "[T]o the extent the Contracting Officer has made an offset in the Prime Contractor directed the Buyer to withhold an amount, the Buyer may ...")
6	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8	May 2014			All Orders
7	Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	May 2014			All Orders
8	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11	Sep 2007			Applies in accordance with FAR 3.808 and if Order exceeds \$150,000
9	Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Oct 2010			Applies if Order exceeds \$150,000
10	Contractor Code of Business Ethics and Conduct	52.203-13	Oct 2015			Applies if Order exceeds \$5,500,000 and has a period of performance greater than 120 days
11	Display of Hotline Posters	52.203-14	Oct 2015			Applies if Order exceeds \$5,500,000, but does not apply to Orders for commercial items or if the Order is performed entirely overseas
12	Whistleblower Protections Under the American Recovery and Reinvestment Act	52.203-15	Jun 2010			Applies if Order is funded with ARRA funds
13	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	52.203-17	Apr 2014			Applies to all orders over the Simplified Acquisition threshold
14	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.203-19	Jan 2017			Applies in accordance with subparagraph (f) of the clause
15	Requirements Relating to Compensation of Former DoD Officials			252.203-7000	Sep 2011	All Orders
16	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies			252.203-7001	Dec 2008	SA
17	Requirements to Inform Employees of Whistleblower Rights			252.203-7002	Sep 2013	All Orders
18	Display of Hotline Poster(s)			252.203-7004	Oct 2016	Applies in accordance with subparagraph (e) of the clause
19	Security Requirements	52.204-2	Aug 1996			Applies if Order involves access to classified information
20	Disclosure of Information			252.204-7000	Oct 2016	All Orders
21	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information			252.204-7009	Oct 2016	Applies in accordance with paragraph (c) of the clause
22	Safeguarding Covered Defense Information and Cyber Incident Reporting			252.204-7012	Oct 2016	All Orders
23	Notice of Authorized Disclosure of Information for Litigation Support			252.204-7015	May 2016	All Orders
24	Personal Identity Verification of Contractor Personnel	52.204-9	Jan 2011			Applies in accordance with (d) of the clause
25	Reporting Executive Compensation and First-Tier Subcontract Awards	52.204-10	Oct 2016			As applicable

26	Basic Safeguarding of Covered Contractor Information Systems	52.204-21	Jun 2016			Applies in accordance with paragraph (c) of the clause
27	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	52.204-23	Jul 2018			All Orders
28	Economic Purchase Quantity - Supplies	52.207-4	Aug 1987			All Orders
29	Intent to Furnish Precious Metals as Government Furnished Material			252.208-7000	Dec 1991	All Orders
30	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	Oct 2015			Applies in accordance with paragraph (e) of the clause
31	Material Requirements	52.211-5	Aug 2000			All Orders
32	Defense Priority and Allocation Requirements	52.211-15	Apr 2008			Applies if priority rating is noted on this Order
33	Acquisition Streamlining			252.211-7000	Oct 2010	Applies if Order exceeds \$1.5M
34	Item Unique Identification and Valuation			252.211-7003	March 2016	All Orders
35	Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items	52.212-5	Aug 2018			CI
36	Audit and Records-Sealed Bidding	52.214-26	Oct 2010			Applies when cost or pricing data required
37	Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding	52.214-27	Aug 2011			Applies when cost or pricing data required
38	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	52.214-28	Oct 2010			Applies when cost or pricing data required
39	Audits and Records – Negotiation	52.215-2	Oct 2010			SA
40	Price Reduction for Defective Cost or Pricing Data	52.215-10	Aug 2011			Applies when cost or pricing data are required
41	Price Reduction for Defective Cost or Pricing Data-Modifications	52.215-11	Aug 2011			Applies when cost or pricing data are required
42	Subcontracting Cost or Pricing Data	52.215-12	Oct 2010			Applies when cost or pricing data are required
43	Subcontractor Cost or Pricing Data-Modifications	52.215-13	Oct 2010			Applies when cost or pricing data are required
44	Integrity of Unit Prices	52.215-14	Oct 2010			Applies in accordance with paragraph (c) of the clause
45	Pension Adjustments and Asset Reversions	52.215-15	Oct 2010			Applies in accordance with FAR 15.408(g)
46	Facilities Capital Cost of Money	52.215-16	Jun 2003			Applies to cost-type Orders
47	Waiver of Facilities Capital Cost of Money	52.215-17	Oct 1997			Applies to cost-type Orders
48	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	52.215-18	Jul 2005			Applies in accordance with FAR 15.408(j)
49	Notification of Ownership Changes	52.215-19	Oct 1997			Applies in accordance with FAR 15.408(k)
50	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	52.215-20	Oct 2010			All Orders
51	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications	52.215-21	Oct 2010			All Orders
52	Limitation on Pass-Through Charges	52.215-23	Oct 2009			Applies in accordance with paragraph (f)
53	Allowable Cost and Payment	52.216-7	Jun 2013			Applies to cost-type Orders
54	Utilization of Small Business Concerns	52.219-8	Nov 2016			SA
55	Small Business Subcontracting Plan	52.219-9	Aug 2018			Applies if Order exceeds \$700,000 and Seller is not a small business concern
56	Small business Subcontracting Plan (DoD Contracts)			252.219-7003	Apr 2018	Applies when FAR 52.219-9 applies.
57	Notice to the Government of Labor Disputes	52.222-1	Feb 1997			All Orders
58	Convict Labor	52.222-3	Jun 2003			Applicable if Order is above the micro purchase threshold of FAR 2.101
59	Contract Work Hours and Safety Standards Act - Overtime Compensation	52.222-4	May 2018			Applies in accordance with paragraph (e) of the clause

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
60	Subcontracts (Labor Standards)	52.222-11	May 2014			Applies if the Order is for construction within the United States
61	Walsh-Healey Public Contracts Act	52.222-20	May 2014			Applies if Order exceeds \$15,000
62	Prohibition of Segregated Facilities	52.222-21	Apr 2015			Applies if FAR 52.222.26 is applicable
63	Pre-award On-Site Equal Opportunity Compliance Evaluation	52.222-24	Feb 1999			Applies if Order exceeds \$10,000,000
64	Equal Opportunity	52.222-26	Sep 2016			All Orders
65	Affirmative Action Compliance Requirements for Construction	52.222-27	Apr 2015			Applies if Order is for work involving any construction trade in excess of \$10,000
66	Project Labor Agreements	52.222-34	May 2010			Applies if Order is for construction
67	Equal Opportunity for Veterans	52.222-35	Oct 2015			Applies if Order exceeds \$150,000
68	Affirmative Action for Workers with Disabilities	52.222-36	July 2014			Applies if Order exceeds \$50,000
69	Employment Reports on Veterans	52.222-37	Feb 2016			Applies if Order exceeds \$150,000
70	Notification of Employee Rights Under the National Labor Relations Act	52.222-40	Dec 2010			Applies in accordance with paragraph (f)
71	Service Contract Act of 1965	52.222-41	Nov 2007			Applies if Order exceeds \$2,500
72	Combating Trafficking in Persons	52.222-50	Mar 2015			All Orders
73	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	52.222-51	May 2014			Applies to Orders for exempt services
74	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements	52.222-53	May 2014			Applies to Orders for exempt services
75	Employment Eligibility Verification	52.222-54	Oct 2015			Applies in accordance with paragraph (e) of the clause
76	Restrictions on Employment of Personnel			252.222-7000	Mar 2000	All Orders
77	Restrictions on the Use of Mandatory Arbitration Agreements			252.222-7006	Dec 2010	As applicable
78	Hazardous Material Identification and Material Safety Data	52.223-3	Jan 1997			Applies only if Seller delivers hazardous materials under this Order
79	Notice of Radioactive Materials	52.223-7	Jan 1997			Applies only if Seller delivers radioactive materials under this Order
80	Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons	52.223-11	June 2016			All Orders
81	Energy Efficiency in Energy-Consuming Products	52.223-15	Dec 2007			Applies in accordance with subparagraph (c) of the clause
82	Contractor Policy to Ban Text Messaging While Driving	52.223-18	Aug 2011			
83	Prohibition on Storage and Disposal of Toxic and Hazardous Materials			252.223-7006	Sep 2014	All Orders
84	Buy American Act - Supplies	52-225-1	May 2014			Applies to all subcontracts for supplies
85	Buy American Act-North American Free Trade Agreement-Israeli Trade Act	52.225-3	May 2014			All Orders
86	Trade Agreements	52.225-5	Sep 2013			All Orders
87	Duty Free Entry	52.225-8	Oct 2010			Applies in accordance with paragraph (j) of the clause (in paragraph (c)(1), change “20 calendar days” to “30 calendar days” and in paragraph (c)(2), change “10 calendar days” to “20 calendar days”)
88	Restrictions on Certain Foreign Purchases	52.225-13	Jun 2008			All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
89	Required Use of American Iron, Steel, and Manufactured Materials - Buy American Act - Construction Materials	52-225-21	May 2014			Applies to all construction subcontracts
90	Required Use of American Iron, Steel, and Manufactured Materials - Buy American Act - Construction Materials Under Trade Agreements	52-225-23	Oct 2016			Applies to all construction subcontracts
91	Contractors Performing Private Security Functions Outside the United States	52-225-26	Jul 2013			Applies in accordance with paragraph (f) of the clause
92	Buy American and Balance of Payments Program			252.225-7001	Dec 2017	All Orders
93	Qualifying Country Sources as Subcontractors			252.225-7002	Dec 2017	All Orders
94	Prohibition on Acquisition of United States Munitions List items From communist Chinese Military Companies			252.225-7007	Sep 2006	All Orders
95	Restriction on Acquisition of Specialty Metals			252.225-7008	Mar 2013	All Orders
96	Restriction on Acquisition of Certain Articles Containing Specialty Metals			252.225-7009	Oct 2014	All Orders
97	Commercial Derivative Military Article—Specialty Metals Compliance Certificate			252.225-7010	Jul 2009	All Orders
98	Preference for Certain Domestic Commodities			252.225-7012	Dec 2017	All Orders
99	Duty-Free Entry			252.225-7013	May 2016	All Orders
100	Restriction on Acquisition of Hand or Measuring Tools			252.225-7015	Jun 2005	All Orders
101	Restriction on Acquisition of Ball and Roller Bearings			252.225-7016	Jun 2011	All Orders
102	Trade Agreements			252.225-7021	Dec 2017	All Orders
103	Restriction on Acquisition of Forgings			252.225-7025	Dec 2009	All Orders
104	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate			252.225-7030	Dec 2006	All Orders
105	Waiver of United Kingdom Levies			252.225-7033	Apr 2003	All Orders
106	Buy American Act-Free Trade Agreement-Balance of Payments Program			252.225-7036	Dec 2017	All Orders
107	Restriction on Acquisition of Air Circuit Breakers			252.225-7038	Jun 2005	All Orders
108	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States			252.225-7040	Oct 2015	All Orders
109	Antiterrorism/Force Protection for Defense Contractors Outside the United States			252.225-7043	Jun 2015	All Orders
110	Export Controlled Items			252.225-7048	Jun 2013	All Orders
111	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts			252.226-7001	Sep 2004	Applies if Order exceeds \$500,000
112	Authorization and Consent	52.227-1	Dec 2007			SA (include Alternate I or II to the extent in the Prime Contract)
113	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	Dec 2007			SA
114	Patent Indemnity	52.227-3	Apr 1984			All Orders
115	Refund of Royalties	52.227-9	Apr 1984			Applies in accordance with paragraph (f) of the clause
116	Filing of Patent Applications-Classified Subject Matter	52.227-10	Dec 2007			Applies in accordance with paragraph (e) of the clause
117	Patent Rights - Ownership by the Contractor	52.227-11	May 2014			Applies in accordance with paragraph (k) of the clause
118	Patent Rights-Ownership by the Government	52.227-13	Dec 2007			Applies in accordance with paragraph (i) of the clause
119	Rights in Data – General	52.227-14	Dec 2007			All Orders

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
120	Rights in Technical Data - Noncommercial items			252.227-7013	Feb 2014	All Orders (applicable when technical data from subcontractor delivered to the Government by the prime contractor; deleted from (b)(1)(iv) "[T]o the Contractor" and from (b)(1)(ix) "contract or" and "thereunder"; add "[B]uyer or" before "Government" in (c) and (i); change the second and third occurrences of "Contracting Officer" to "Government" in (e)(4); add "[A]nd the Government" after "parties" in (h)(1); change in (h)(2) "sixty (60)" to "fifty (50)" days; no substitutions for "Government" have been made.)
121	Rights in noncommercial computer software and noncommercial computer software documentation			252.227-7014	Feb 2014	All Orders (applicable when software and software documentation from subcontractor delivered to the Government by the prime contractor; delete from (b)(1)(iii) "[T]o the Contractor" and from (b)(1)(vi) "contract or" and "thereunder"; add "[B]uyer or" before "Government" in (i); change the second and third occurrences of "Contracting Officer" to "Government" in (e)(4); add "[A]nd the Government" after "parties" in (h)(1); change in (h)(2) "sixty (60)" to "fifty (50)" days; no substitutions for "Government" have been made.)
122	Technical Data-Commercial Items			252.227-7015	Feb 2014	All Orders (in lieu of DFARS 252.227-7013 for Commercial Items; applicable only when commercial item (as defined in the FAR) technical data from subcontractor delivered to the Government by the prime contractor; no substitutions for "Contracting Officer" or "Government" have been made.)
123	Rights in Bid or Proposal Information			252-227-7016	Jan 2011	All Orders
124	Identification and Assertion of Use, Release, or Disclosure Restrictions			252.227-7017	Jan 2011	All Orders
125	Validation of Asserted Restrictions - Computer Software			252.227-7019	Sep 2016	All Orders (applies when clause 252.227-7014 is used; substitute "Buyer's Purchasing Representative" for "Contracting Officer" in paragraph (b), otherwise no substitutions are made for "Contracting Officer" or "Government"; in paragraphs (f)(5) and (f)(6), substitute "the prime contract" for "this contract.")
126	Rights in Special Works			252.227-7020	Jun 1995	All Orders
127	Rights in Data-Existing Works			252.227-7021	Mar 1979	All Orders
128	Government Rights (Unlimited)			252.227-7022	Mar 1979	All Orders
129	Data Become Property of Government			252.227-7023	Mar 1979	All Orders

130	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends			252.227-7025	May 2013	All Orders
131	Deferred Delivery of Technical Data or Computer Software			252.227-7026	Apr 1988	All Orders
132	Deferred Ordering of Technical Data or Computer Software			252.227-7027	Apr 1988	All Orders
133	Technical Data or Computer Software Previously Delivered to the Government			252.227-7028	Jun 1995	All Orders
134	Technical Data - Withholding of Payment			252.227-7030	Mar 2000	In this clause, "Government" and "Contracting Officer" shall mean Buyer.
135	Rights in Technical Data and Computer Software (Foreign)			252.227-7032	Jun 1975	All Orders
136	Rights in Shop Drawings			252.227-7033	Apr 1966	All Orders
137	Validation of Restrictive Markings on Technical Data			252.227-7037	Sept 2016	All Orders (applies when Clause 252.227-7013, 252.227-7014 or 252.227-7015 are used; in paragraph (b), "Contractor's" remains in the clause with a lower case "c", insert in paragraphs (c) and (d)(1) "hereunder" after "subcontract"; change in paragraphs (f) and (g)(2)(i) "this contract" to "the prime contract"; change in paragraph (l) "a contract" to "the prime contract"; no substitutions for "Government" or "Contracting Officer" are made.)
138	Patent Rights – Ownership by the Contractor (Large Business)			252.227-7038	June 2012	Orders placed by United Technologies Corporation, Pratt & Whitney Division ("P&W") and P&W subsidiaries for experimental, developmental or research work unless the supplier is a non-profit or small-business.
139	Ground and Flight Risk			252.228.7001	Jun 2010	All Orders (This Clause applies only if the subcontract relates to the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft and is subject to USG approval.)
140	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles			252.228-7005	Dec 1991	All Orders
141	Workers' Compensation Insurance (Defense Base Act)	52.228-3	July 2014			All Orders
142	Workers' Compensation and War-Hazard Insurance Overseas	52.228-4	Apr 1984			All Orders
143	Insurance-Work on a Government Installation	52.228-5	Jan 1997			All Orders
144	Federal, State and Local Taxes	52.229-3	Feb 2013			All Orders
145	Taxes - Foreign Fixed-Price Contracts	52.229-6	Feb 2013			All Orders
146	State of New Mexico Gross Receipts and Compensating Tax	52.229-10	Apr 2003			All Orders
147	Reporting of Foreign Taxes-U.S. Assistance Programs			252.229-7011	Sep 2005	Applies to Orders for commodities that exceed \$500
148	Cost Accounting Standards	52.230-2	Oct 2015			As applicable
149	Disclosure and Consistency of Cost Accounting Practices	52.230-3	Oct 2015			As applicable

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
150	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns	52-230-4	Oct 2015			Applies to subcontracts in accordance with paragraph (d) of the clause
151	Administration of Cost Accounting Standards	52.230-6	Jun 2010			As applicable
152	Supplemental Cost Principles			252.231-7000	Dec 1991	As applicable
153	Interest	52.232-17	May 2014			All Orders
154	Prompt Payment for Construction Contracts	52.232-27	Jan 2017			All Orders supporting a Prime Contract that is for construction
155	Providing Accelerated Payments to Small Business Subcontractors	52.232-40	Dec 2013			All Orders
156	Industrial Resources Developed Under Defense Production Act Title III	52.234-1	Sept 2016			All Orders
157	Frequency Authorization			252.235-7003	Mar 2014	Applies in accordance with paragraph (d) of the clause
158	Accident Prevention	52.236-13	Nov 1991			All Orders
159	Modification Proposals – Price Breakdown			252.236-7000	Dec 1991	All Orders
160	Telecommunications Security Equipment, Devices, Techniques, and Services			252.239-7016	Dec 1991	Applies in accordance with paragraph (e) of the clause
161	Notice of Supply Chain Risk			252.239-7017	Nov 2013	All Orders that that involve the development or delivery of any information technology whether acquired as a service or as a supply
162	Supply Chain Risk			252.239-7018	Oct 2015	All Orders that that involve the development or delivery of any information technology whether acquired as a service or as a supply
163	Stop-Work Order	52.242-15	Aug 1989			All Orders (in paragraph (a), change "90 days" to read "180 days")
164	Competition in Subcontracting	52.244-5	Dec 1996			All Orders
165	Subcontracts for Commercial Items	52.244-6	Aug 2018			CI
166	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)			252.244-7000	Jun 2013	CI
167	Government Property	52.245-1	Jan 2017			As applicable
168	Use and Charges	52.245-9	Apr 2012			All Orders
169	Contractor Inspection Requirements	52.246-1	Apr 1984			All Orders
170	Inspection of Supplies – Fixed Price	52-246-2	Aug 1996			All Orders
171	Inspection of Supplies – Cost-Reimbursement	52-246-3	May 2001			Applies to all cost-reimbursement subcontracts for supplies
172	Responsibility for Supplies	52.246-16	Apr 1984			All Orders
173	Warranty of Data			252.246-7001	Mar 2014	The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.
174	Notification of Potential Safety Issues			252.246-7003	Jun 2013	Applies in accordance with paragraph (f) of the clause
175	Contractor Counterfeit Electronic Part Detection and Avoidance System.			252.246-7007	Aug 2016	All Orders. Only paragraphs (a) - (e) apply.
176	Preference of United States Flag Air Carriers	52.247-63	Jun 2003			All Orders
177	Sources of Electronic Parts			252.246-7008	May 2018	Applies in accordance with paragraph (e) of the clause

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
178	Transportation of Supplies by Sea			252.247-7023	Apr 2014	Applies in accordance with paragraph (h) (change "[P]rime contractor" in paragraph (a)(5) to "Seller" and "the prime contract" to "this order"; modify paragraph (c) to read "[T]he Seller and its subcontractors may request that the Buyer obtain Government authorization for shipment . . ."; change in paragraph (d) "Contracting Officer" to "Buyer" in the second sentence; change "45" to "60" days in paragraph (d); change "30" to "25" in paragraph (e); delete in paragraph (e) "and the Maritime Administration Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street, N.W., Washington, DC 20590"; delete in paragraph (g) "for the purposes of the Prompt Payment clause of this contract.")
179	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64	Feb 2006			Applies if not exempted under 52.247-64(e)
180	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer			252.247-7003	Jun 2013	Applies in accordance with paragraph (c) of the clause.
181	Notification of Transportation of Supplies by Sea			252.247-7024	Mar 2000	All Orders (modify paragraph (a) to read "[I]f, after the award of this order, the Seller learns that supplies . . .")
182	Value Engineering	52.248-1	Oct 2010			All Orders
183	Termination for Convenience of the Government (Fixed-Price)	52.249-2	Apr 2012			All Orders (in paragraph (c), change "120 days" to "60 days"; in paragraph (e), change "1 year" to "6 months"; in paragraph l, change "90 days" to "45 days") (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions in the event the prime contract is terminated)
184	Termination (Cost-Reimbursement)	52.249-6	May 2004			All Orders (in paragraph (a)(2), change "10 days" to "7 days"; in paragraph (d), change "120 days" to "60 days"; in paragraph (f), change "1 year" to "6 months") (this clause applies in lieu of the Termination for Convenience clause in the body of the Terms and Conditions in the event the prime contract is terminated)

	Clause	FAR Reference	FAR Date	DFARS Reference	DFARS Date	APPLICABILITY
185	Default (Fixed-Price Supply and Service)	52-249-8	Apr 1984			All Orders (in paragraph (a)(2), change "10 days" to "7 days") (this clause applies in lieu of the Termination for Default clause in the body of the Terms and Conditions in the event the prime contract is terminated)
186	Notification of Anticipated Contract Termination or Reduction			252.249-7002	Oct 2015	(substitute "Buyer" for "Contracting Officer" throughout; modify paragraph (d)(1) to read "[Provide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program]")

187	Requirement to Inform Employees of Whistleblower Rights	1852.203-71	Aug 2014			All Orders supporting a NASA contract
188	Security Classification Requirements	1852.204-75	Sep 1989			All Orders supporting a NASA contract
189	Security Requirements for Unclassified Information Technology Resources	1852.204-76	Jan 2011			All Orders supporting a NASA contract
190	Restrictions on Printing and Duplicating	1852.208-81	Nov 2004			All Orders supporting a NASA contract
191	Limitation of Future Contracting	1852.209-71	Dec 1988			All Orders supporting a NASA contract
192	Packaging Handling and Transportation	1852.211-70	Sep 2005			All Orders supporting a NASA contract
193	Make or Buy Program Requirements	1852.215-78	Feb 1988			All Orders supporting a NASA contract
194	Price Adjustments for "Make-or-Buy" Changes	1852.215-79	Dec 1988			All Orders supporting a NASA contract
195	Individual Subcontracting Reporting	1852.219-75	Apr 2015			All Orders supporting a NASA contract
196	Authorization for Radio Frequency Use	1852.223-71	Apr 2015			All Orders supporting a NASA contract
197	Safety and Health (Short Form)	1852.223-72	Jul 2015			All Orders supporting a NASA contract
198	Safety and Health Plan	1852.223-73	Jul 2015			All Orders supporting a NASA contract
199	Drug and Alcohol-Free Workforce	1852.223-74	Nov 2015			All Orders supporting a NASA contract
200	Major Breach of Safety or Security	1852.223-75	Feb 2002			All Orders supporting a NASA contract
201	Duty Free Entry of Space Articles	1852.225-8				All Orders supporting a NASA contract
202	Export Licenses	1852.225-70	Feb 2000			All Orders supporting a NASA contract
203	Patent Rights - Ownership by the Contractor	1852.227-11	Apr 2015			All Orders supporting a NASA contract
204	Rights in Data – General	1852.227-14	Apr 2015			All Orders supporting a NASA contract
205	Rights in Data - Special Works	1852.227-17	Jul 1997			All Orders supporting a NASA contract
206	Commercial Computer Software - Restricted Rights	1852.227-19	Jul 1997			All Orders supporting a NASA contract
207	New Technology	1852.227-70	Apr 2015			All Orders supporting a NASA contract

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
208	Requests for Waiver of Rights to Inventions	1852.227-71	Apr 2015			All Orders supporting a NASA contract
209	Designation of New Technology Representative and Patent Representative	1852.227-72	Apr 2015			All Orders supporting a NASA contract
210	Patent Rights Clauses	1852.227-84	Apr 2015			All Orders supporting a NASA contract
211	Invention Reporting and Rights - Foreign	1852.227-85	Apr 2015			All Orders supporting a NASA contract
212	Commercial Computer Software – Licensing	1852.227-86	Apr 2015			All Orders supporting a NASA contract
213	Minimum Insurance Coverage	1852.228-75	Oct 1988			All Orders supporting a NASA contract
214	Cross-Waiver of Liability for Space Station Services	1852.228-76	Oct 2012			All Orders supporting a NASA contract
215	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches	1852.228-78	Oct 2012			All Orders supporting a NASA contract
216	Determination of Compensation Reasonableness	1852.231-71	Apr 2015			All Orders supporting a NASA contract
217	Submission of Requests for Progress Payments	1852.232-82	Mar 1989			All Orders supporting a NASA contract
218	Notice of Earned Value Management System	1852.234-1	Nov 2006			All Orders supporting a NASA contract
219	Earned Value Management System	1852.234-2	Apr 2015			All Orders supporting a NASA contract
220	Center for Aerospace Information	1852.235-70	Dec 2006			All Orders supporting a NASA contract
221	Pension Portability	1852.237-71	Jan 1997			All Orders supporting a NASA contract
222	Travel Outside the U.S.	1852.242-71	Dec 1998			All Orders supporting a NASA contract
223	NASA Contractor Financial Management Reporting	1852.242-73	Nov 2004			All Orders supporting a NASA contract
224	Shared Savings	1852.243-71	Mar 1997			All Orders supporting a NASA contract ("Contracting Officer" shall mean "Buyer's Purchasing Representative")
225	Equitable Adjustments	1852.243-72	Apr 1998			All Orders supporting a NASA contract
226	Geographic Participation in the Aerospace	1852.244-70	Apr 1985			All Orders supporting a NASA contract
227	Contractor Requests for Government-Owned Equipment	1852.245-70	Aug 2015			All Orders supporting a NASA contract
228	Installation-Accountable Government Property	1852.245-71	Jan 2011			All Orders supporting a NASA contract
229	Liability for Government Property Furnished for Repair or Other Services	1852.245-72	Jan 2011			All Orders supporting a NASA contract
230	Financial Reporting of NASA Property in the Custody of Contractors	1852.245-73	Jan 2017			All Orders supporting a NASA contract (Reports shall be made directly to Buyer)
231	Identification and Marking of Government Equipment	1852.245-74	Jan 2011			All Orders supporting a NASA contract
232	Property Management Changes	1852.245-75	Jan 2011			All Orders supporting a NASA contract
233	List of Government Furnished Property	1852.245-76	Jan 2011			All Orders supporting a NASA contract
234	List of Installation-Accountable Property and Services	1852.245-77	Jan 2011			All Orders supporting a NASA contract
235	Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value	1852.245-79	Jan 2011			All Orders supporting a NASA contract

236	Government Property Management Information	1852.245-80	Jan 2011			All Orders supporting a NASA contract
237	Human Space Flight Item	1852.246-73	Mar 1997			All Orders supporting a NASA contract
238	Protection of the Florida Manatee	1852.247-71	Jul 2015			All Orders supporting a NASA contract