



**SUPPLEMENTAL PURCHASING TERMS AND CONDITIONS
FLOWDOWN CLAUSES FOR ORDERS ISSUED IN SUPPORT OF U.S.
GOVERNMENT CONTRACTS**

1. INCORPORATION BY REFERENCE. These Supplemental Terms and Conditions (“Supplemental Terms”) are incorporated by reference into and made a part of any agreement, purchase order, subcontract, or other contractual instrument entered into by Chase Corporation, together with its affiliates and subsidiaries (collectively, “Chase”), having its principal place of business at 375 University Avenue, Westwood, MA 02090, where such agreement involves the sale of goods or services to, or performance of work under, a contract with the United States Government or any of its agencies, departments, or authorized representatives (“Government Contract”). These Supplemental Terms are intended to ensure compliance with applicable federal, state, and local laws, regulations, and contractual obligations, including but not limited to the Federal Acquisition Regulation (“FAR”) and the Defense Federal Acquisition Regulation Supplement (“DFARS”), as applicable. In the event of a conflict between these Supplemental Purchasing Terms and Conditions and the Chase Corporation Standard Terms and Conditions of Purchase, these Supplemental Purchasing Terms and Conditions shall prevail.

2. RATED ORDER. If this is a “rated order” certified for national defense use, Supplier shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. § 700).

3. CERTIFICATIONS. By accepting or performing this Order, Supplier certifies that:

a. Neither Supplier nor any of its Principals are presently debarred, suspended, proposed for debarment, voluntarily excluded, or declared ineligible for the award of contracts by any Federal agency. “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

b. Supplier is not, and is not a subsidiary of a firm that is, identified in the Exclusions section of the System for Award Management as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

c. If Supplier is registered in the System for Award Management (“SAM”), by accepting a Order, Supplier certifies that its representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Supplier’s offer for a given Order, including, but not limited to, Supplier’s representations and certifications regarding Supplier’s size or socioeconomic status. Supplier’s representations and certifications in SAM, if any, are incorporated herein by reference.

d. To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an



officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Supplier with respect to this Order, Supplier shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Supplier need not report regularly employed officers or employees of Supplier to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR clause 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions."

e. Supplier will not provide to Buyer in the performance of this or any Order any "covered telecommunications equipment or services," as defined in FAR 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*.

f. Supplier will not provide to Buyer in the performance of this or any Order any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the DFARS 252.225-7060, *Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region*.

g. Unless Supplier sells only COTS items (as defined in Paragraph 10 below) to Buyer, Supplier shall implement the security requirements required by DFARS clause 252.204-7012, *Safeguarding Covered Defense Information and Cyber Incident Reporting*.

h. Unless Supplier sells only COTS items (as defined in Paragraph 10 below) to Buyer, Supplier certifies that it has, within the within the last 3 years, conducted a Basic Assessment as described in DFARS 252.204-7020(d)(1) and submitted the summary level scores of such assessments for all contractor information systems covered by Defense Federal Acquisition Regulation System (DFARS) clause 252.204-7020 to the Government for posting to the Supplier Performance Risk System, and that Supplier fully complies with the requirements of DFARS 252.204-7020.

4. CERTIFICATES OF CONFORMANCE.

a. Supplier shall include with each shipment of Goods a Certificate of Conformance substantially similar to the following:

I certify that on [insert date], the [insert Supplier's name] furnished the Goods called for by Order No. [insert Order number] via [insert Carrier] on [identify the bill of lading or shipping document] in



accordance with all applicable requirements. I further certify that the Goods are of the quality specified and conform in all respects with the contract requirements, including specifications, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document. I further certify that, except as stated below, the Goods have been mined, produced, or manufactured in the United States or substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

Date of Execution: _____

Signature: _____

Title: _____

The following Goods supplied under this Order have not been mined, produced, or manufactured in the United States or substantially transformed in the United States:

Item Number or Identifier: _____

Country of manufacture or substantial transformation: _____

b. Buyer will not accept shipments of Goods that do not contain a properly executed Certificate of Conformance as required in this Paragraph 4.

5. EQUAL EMPLOYMENT OPPORTUNITY. Buyer and Supplier shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Supplier shall include this Paragraph 5 in each lower-tier subcontract it issues.

6. COMPTROLLER GENERAL EXAMINATION OF RECORD. The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of Supplier's or any subcontractors' records that pertain to, and involve transactions relating to, this Order. Supplier shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this Order or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention,



or any longer period specified in the other clauses of this Order. If this Order is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement or any longer period specified in the other clauses of this Order. Records relating to appeals or to litigation or the settlement of claims arising under or relating to this Order shall be made available until such appeals, litigation, or claims are finally resolved any longer period specified in the other clauses of this Order. As used in this Paragraph 6, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Supplier to create or maintain any record that Supplier does not maintain in the ordinary course of business or pursuant to a provision of law.

7. DISPUTES.

a. If Buyer elects to prosecute any dispute involving this Order under the disputes procedure applicable to the U.S. Government prime contract or higher-tier subcontract, Supplier shall cooperate fully with Buyer in prosecuting the dispute. Supplier shall be bound by the final outcome of the disputes procedure if Buyer has afforded Supplier an opportunity to participate in Buyer's prosecution of the dispute.

b. Pending the final resolution of any dispute arising out of or relating to this Order, Supplier shall proceed diligently with performance of this Order, including the delivery of Goods and performance of services, in accordance with Buyer's direction.

8. TERMINATION FOR DEFAULT. For Orders issued in support of a U.S. Government prime contract or subcontract, the Cure Period and timeframe for adequate assurance of future performance in Paragraph 16 of Chase's Standard Terms and Conditions of Purchase is reduced from "ten days" to "seven days."

9. WARRANTY. In addition to the warranty specified in Paragraph 8 of Chase's Standard Terms and Conditions of Purchase, Supplier warrants and implies that the Goods delivered to Buyer under this Order are merchantable and fit for use for the particular purpose described in this Order.

10. FAR/DFARS CLAUSES.

The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <https://www.acquisition.gov/browse/index/far>) and the Department of Defense FAR Supplement ("DFARS" available at <https://www.acquisition.gov/dfars>), in effect as of the date of award of this Order, are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of the Order, the following clauses shall operate, impose the obligations and responsibilities of the parties, and be interpreted as if: "Contract" means Order; "Contracting Officer" means an authorized representative of Buyer; "Contractor" means Supplier; "Government" means Buyer, and "Subcontractor" means Supplier's lower-tier subcontractors and suppliers. References to the "Disputes clause" shall mean Paragraph 7 of these Supplemental Purchasing Terms and Conditions.



“Commercially available off-the-shelf” or “COTS” means any item of supply that is (a) a Commercial Product (as defined in FAR 2.101); (b) sold in substantial quantities in the commercial marketplace; and (c) offered to the Government under this Order, without modification, in the same form in which it is sold in the commercial marketplace.

For clauses marked with an asterisk (*) references to the “Government” shall remain the U.S. Government.

Buyer may modify this list of clauses to add any clauses that are reflected in an applicable prime contract or higher-tier subcontract or in subsequent modifications to an applicable prime contract or higher-tier subcontract. Accordingly, Supplier agrees that upon the request of Buyer, Supplier will negotiate in good faith with Buyer relative to modifications to this Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of an applicable prime contract or higher-tier subcontract, or with the provisions of modifications to an applicable prime contract or higher-tier subcontract.

Supplier shall include these clauses in each lower-tier subcontract it issues, as applicable. If a FAR or DFARS clause does not apply to Supplier or the Order based on the applicability conditions in the “Limitations on Applicability” column, then the clause shall be considered self-deleting.

I. All Orders

- a. *The following FAR clauses apply to all Orders issued in support of a U.S. Government prime contract or higher-tiered subcontract, to the extent applicable as indicated below.*

Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
FAR		
52.202-1	Definitions	
52.203-3	Gratuities	
52.203-6	Restrictions on Subcontractor Sales to the Government	Applies to Orders that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of Order award; Alternate I applies to Orders for commercial products or commercial services
52.203-7	Anti-Kickback Procedures	Applies to Orders with a value exceeding the threshold specified in FAR 3.502-2(i) on the date of award of the Order; exclude paragraph (c)(1)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	



Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Applies to Orders with a value that exceeds the threshold specified in FAR 3.808 on the date of award of the Order; a copy of each lower-tier subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by Buyer
52.203-13	Contractor Code of Business Ethics and Conduct	Applies to Orders that have a value exceed the threshold specified in FAR 3.1004(a) on the date of award of the Order and have a performance period of more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Applies to Orders funded in whole or in part with Recovery Act funds
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applies to Orders with a value at or above the threshold specified in FAR 4.1403(a) on the date of award of the Order; Supplier is only required to provide Buyer with the information required in paragraphs (d)(2) and (d)(3) of the clause; such information provided by Supplier or required to be reported under the clause will be made publicly available
52.204-19	Incorporation by Reference of Representations and Certifications	
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Applies to Orders, other than those solely for COTS items, in which Supplier may have Federal contract information residing in or transiting through its information system
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by	



Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
	Kaspersky Lab Covered Entities	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Exclude paragraph (b)(2)
52.204-27	Prohibition on a ByteDance Covered Application	
52.204-30	Federal Acquisition Supply Chain Security Orders - Prohibition	Exclude paragraph (c)(1)
52.209-1	Qualification Requirements	Applies to Orders for Goods that are subject to a qualification requirement
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Applies to Orders with a value that exceeds the threshold specified in FAR 9.405-2(b) on the date of award of the Order; does not apply to Orders for COTS items
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	
52.211-5	Material Requirements	
52.211-15	Defense Priority and Allocation Requirements	Applies to rated Orders
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data— Modifications	
52.219-8	Utilization of Small Business Concerns	Applies to Orders that offer further subcontracting opportunities
52.219-28	Postaward Small Business Program Rerepresentation	
52.222-1	Notice to the Government of Labor Disputes	
52.222-3	Convict Labor	
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	Applies to Orders that may require or involve the employment of laborers or mechanics



Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
52.222-19	Child Labor—Cooperation with Authorities and Remedies	
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	Applies to Orders with a value that exceeds the threshold specified in FAR 22.602 on the date of award of the Order for the manufacture or furnishing of materials, supplies, articles or equipment
52.222-35	Equal Opportunity for Veterans	Applies to Orders valued at or above the threshold specified in FAR 22.1303(a) on the date of award of the Order, unless exempted by rules, regulations, or orders of the Secretary of Labor
52.222-36	Equal Opportunity for Workers with Disabilities	Applies to Orders valued in excess of the threshold specified in FAR 22.1408(a) on the date of award of the Order, unless exempted by rules, regulations, or orders of the Secretary
52.222-37	Employment Reports on Veterans	Applies to Orders valued at or above the threshold specified in FAR 22.1303(a) on the date of award of the Order, unless exempted by rules, regulations, or orders of the Secretary of Labor
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applies to Orders with a value exceeding \$10,000 that will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009
52.222-50	Combating Trafficking in Persons	The requirements of paragraph (h) apply only to the portion of the Order that: (i) is for supplies, other than COTS items, acquired outside the United States, or services to be performed outside the United States; and (ii) has an estimated value that exceeds \$550,000; Supplier shall submit the certification required by this clause that covers paragraph (h)(5) of the clause prior to award of the Order and annually thereafter
52.223-3	Hazardous Material Identification and Material Safety Data	Applies to Orders that involve the delivery of “hazardous materials” as defined in the



Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
		clause
52.223-7	Notice of Radioactive Materials	Applies to Orders for radioactive materials meeting the criteria in paragraph (a) of the clause
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Applies to Orders for Goods that may contain or be manufactured with ozone-depleting substances
52.223-20	Aerosols	Applies to Orders (i) for Goods that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or (ii) that involve maintenance or repair of electronic or mechanical devices
52.223-23	Sustainable Products and Services	
52.225-1	Buy American – Supplies	Applies to the Order if Supplier will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts)
52.225-8	Duty-Free Entry	Applies to the Order if: (i) Goods identified in the schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (ii) other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States
52.225-13	Restrictions on Certain Foreign Purchases	
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	
52.227-1*	Authorization and Consent	Applies to Orders that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of Order award
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement	Applies to Orders that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of Order award
52.227-3*	Patent Indemnity	
52.227-9	Refund of Royalties	Applies to Orders in which the amount of royalties reported during negotiation of the Order exceeds \$250



Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
52.227-19*	Commercial Computer Software License	
52.228-3	Workers' Compensation Insurance (Defense Base Act)	Applies to Orders subject to the Defense Base Act
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	Applies to Orders in support of a public work Prime Contract performed outside of the United States if the Secretary of Labor waived the applicability of the Defense Base Act
52.232-39	Unenforceability of Unauthorized Obligations	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Applies to Orders with small business concerns
52.233-3	Protest After Award	In paragraph (b)(2), the term "30 days" is changed to "15 days"
52.233-4	Applicable Law for Breach of Contract Claim	
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities	
52.242-13	Bankruptcy	
52.242-15	Stop-Work Order	In paragraph (a), the term "90 days" is changed to "100 days"; in paragraph (b)(2), the term "30 days" is changed to "15 days"
52.244-6	Subcontracts for Commercial Products and Commercial Services	
52.246-11	Higher-Level Contract Quality Requirement	Applies to Orders for: (i) critical and complex items per FAR 46.203(b) and (c); or (ii) when the technical requirements of the Order require control of such things as design, work operations, in-process control, testing, and inspection, or attention to such factors as organization, planning, work



Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
		instructions, documentation control, and advanced metrology.
52.246-16	Responsibility for Supplies	
52.246-17	Warranty of Supplies of a Noncomplex Nature	
52.247-63	Preference for U.S.-Flag Air Carriers	Applies to Orders that may involve international air transportation
52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels	Applies to all Orders except those described in paragraph (e)(4) of the clause
52.248-1	Value Engineering	Applies to Orders with a value at or above the simplified acquisition threshold; Supplier shall share equally with Buyer in any savings resulting from the Government's acceptance of Supplier's proposal pursuant to this clause
52.249-2	Termination for Convenience of the Government (Fixed-Price)	In paragraph (c), the term "120 days" is changed to "60 days", in paragraph (d) the term "15 days" is changed to "30 days" and the term "45 days" is changed to "60 days", in paragraph (e), the term "1 year" is changed to "90 days", and in paragraph (l), the term "90 days" is changed to "60 days"
52.249-8	Default (Fixed-Price Supply and Service)	Applies when the Government issues a written notice for default under the prime contract and the prime contract includes this clause; the reference to "10 days" in paragraph (a)(2) is changed to "7 days"

b. The following DFARS clauses apply to all Orders issued in support of a Department of Defense prime contract or higher-tiered subcontract, to the extent applicable as indicated below.

DFARS		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	
252.203-7003	Agency Office of the Inspector General	Applies to Orders subject to FAR 52.203-13
252.204-7000	Disclosure of Information	
252.204-7003	Control of Government Personnel	



	Work Product	
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	Applies to Orders that are subject to the provisions of the U.S.-IAEA AP
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Applies if the Order is for operationally critical support or for which performance will involve a covered contractor information system (as defined in the clause). Supplier must rapidly report cyber incidents directly to DoD at https://dibnet.dod.mil and Buyer. This includes providing the incident report number assigned by DoD to Buyer as soon as practicable. Supplier must also notify Buyer when submitting a request to vary from a NIST SP 800-171 security requirement in accordance with paragraph (b)(2)(ii)(B) of the clause.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Applies to all Orders other than those solely for COTS items; by accepting or performing this Order, Supplier is certifying that it has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for all covered contractor information systems relevant to the Order
252.204-7021	Cybersecurity Maturity Model Certification Requirements	Applies to all Orders other than those solely for COTS items. Prior to award of the Order, Supplier must certify to Buyer that it has a current (i.e., not older than 3 years) CMMC certificate at the CMMC level that is appropriate for the information that is being flowed down to Supplier
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the	



	Government of a Country that is a State Sponsor of Terrorism	
252.211-7003	Item Unique Identification and Valuation	Applies to Orders for items for which item unique identification is required in accordance with paragraph (c)(1) of the clause
252.223-7001	Hazard Warning Labels	Applies to Orders that involve the delivery of “hazardous materials” as defined in FAR 52.223-3
252.223-7008	Prohibition of Hexavalent Chromium	Applies to Orders that are for supplies, maintenance and repair services, or construction materials
252.225-7001	Buy American and Balance of Payments Program	Applies to the Order if Supplier will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts)
252.225-7002	Qualifying Country Sources as Subcontractors	
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission After Award	Applies to Orders with a value exceeding the threshold specified in DFARS 225.7201(a) that will be performed outside of the United States and Canada; Supplier is only required to provide the information that Buyer needs to comply with this clause
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Applies to Orders for items covered by the United States Munitions List or the 600 series of the Commerce Control List
252.225-7012	Preference for Certain Domestic Commodities	
252.225-7013	Duty-Free Entry	Applies to Orders for qualifying country components or nonqualifying country components for which Supplier estimates that duty will exceed \$200 per unit; Supplier must include the Prime Contact number on all shipping documents submitted to Customs for Goods for which duty-free entry is claimed
252.225-7025	Restriction on Acquisition of Forgings	Applies to Orders for forging items or for other items that contain forging items
252.225-7033	Waiver of United Kingdom Levies	Applies to Orders which may involve the award of a lower-tier subcontract exceeding \$1M to a U.K. firm



252.225-7036	Buy American—Free Trade Agreements—Balance of Payments Program - Basic	Applies to the Order if Supplier will provide end products that will be delivered to the U.S. Government as-is (e.g., spare parts)
252.225-7048	Export-Controlled Items	
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum and Tungsten	Applies to Orders for Goods containing a "covered material" (as defined in paragraph (a) of the clause), unless an exception in paragraph (c) of the clause applies
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applies to Orders with a value exceeding \$500,000
252.227-7013*	Rights in Technical Data— Other Than Commercial Products and Commercial Services	Applies to Orders under which technical data for other than commercial products and commercial services, or for commercial products or commercial services developed in any part at Government expense, will be obtained from Supplier for delivery to Buyer and/or the Government
252.227-7014*	Rights in Other Than Commercial Computer Software and Other Than Computer Software Documentation	Applies to Orders when Supplier's performance will require the delivery of other than commercial computer software or computer software documentation
252.227-7015*	Technical Data—Commercial Products and Commercial Services	Applies to Orders requiring technical data related to commercial products or commercial services developed in any part at private expense to be delivered to Buyer and/or the Government
252.227-7016*	Rights in Bid or Proposal Information	
252.227-7017*	Identification and Assertion of Use, Release, or Disclosure Restrictions	
252.227-7019*	Validation of Asserted Restrictions—Computer Software	Applies to Orders under which Supplier will be furnishing computer software to Buyer and/or the Government



252.227-7025*	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	
252.227-7026*	Deferred Delivery of Technical Data or Computer Software	The 2 year timeframe in this clause shall run from the date Buyer accepts the last delivery of the applicable item from Supplier for use in performing the Order
252.227-7027*	Deferred Ordering of Technical Data or Computer Software	The 3 year timeframe in this clause shall run from the date Buyer accepts the last delivery of the applicable item from Supplier for use in performing the Order
252.227-7030*	Technical Data—Withholding of Payment	
252.227-7037*	Validation of Restrictive Markings on Technical Data	Applies to Orders that require delivery of technical data
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Applies to Orders which require securing telecommunications
252.243-7002	Requests for Equitable Adjustment	
252.244-7000	Subcontracts for Commercial Products or Commercial Services	
252.246-7001	Warranty of Data - Basic	Applies to Orders that require delivery of technical data
252.246-7003	Notification of Potential Safety Issues	Applies to Orders for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Supplier shall provide the notification required by paragraph (c) of the clause to: (i) Buyer; and (ii) the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) assigned to Buyer's Prime Contract
252.247-7023	Transportation of Supplies by Sea - Basic	Applies to all Orders for the types of supplies described in paragraph (c)(2) of the clause; for Orders at or below the simplified acquisition threshold, only paragraphs (a)



		through (f) and paragraph (j) apply
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Applies Orders with a value that equals or exceeds the threshold specified in DFARS 249.7003(c)(2)(i) at the time of the notice

II. Orders for Other Than Commercial Products and Commercial Services

- a. *The following additional FAR clauses apply to Orders for other than for commercial products and commercial services issued in support of a U.S. Government prime contract or higher-tiered subcontract, to the extent applicable as indicated below.*

Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
FAR		
52.203-14	Display of Hotline Poster(s)	Applies to Orders that have a value exceeding the threshold specified in FAR 3.1004(b)(1) on the date of award of the Order, except when the Order is performed entirely outside the United States
52.215-2	Audit and Records—Negotiation	Applies to Orders with a value exceeding the simplified acquisition threshold: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination thereof; (ii) for which certified cost or pricing data are required; or (iii) that require Supplier to furnish cost, funding, or performance reports as discussed in paragraph (e) of this clause
52.215-10	Price Reduction for Defective Cost or Pricing Data	Applies unless the Order is exempt from the requirement to submit certified cost or pricing data
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	Applies to Orders that do not include FAR 52.215-10 and that may require the submission of cost or pricing data for modifications



Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
52.215-12	Subcontractor Certified Cost or Pricing Data	Applies to Orders that require the submission of certified cost or pricing data for the Order
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	Supplier shall certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the certified cost or pricing data submitted by Supplier were accurate, complete, and current as of the date of agreement on the negotiated price of the Order or Order modification
52.215-14	Integrity of Unit Prices Alternate I (OCT 1997)	Does not apply to Orders below the simplified acquisition threshold, as defined in FAR 2.101 on the date of Order award and does not apply to Orders for services where supplies are not required; paragraph (b) does not apply
52.215-15	Pension Adjustments and Asset Reversions	Applies to Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Part 31
52.215-16	Facilities Capital Cost of Money	Applies if the Order is subject to the cost principles at FAR Subpart 31.2
52.215-17	Waiver of Facilities Capital Cost of Money	Applies if the Order is subject to the cost principles at FAR Subpart 31.2 and Supplier did not propose facilities capital cost of money in its offer
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	Applies to Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Part 31
52.215-19	Notification of Ownership Changes	Applies to Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR Subpart 31.2



Clauses		Limitations on Applicability (if blank, the clause applies to all Orders)
52.215-23	Limitations on Pass-Through Charges	Applies to cost-reimbursement Orders; if the Prime Contract is with the Department of Defense, the clause applies to both cost-reimbursement and fixed-price Orders that exceed \$2 million, except those identified in FAR 15.408(n)(2)(i)(B)(2)
52.219-9	Small Business Subcontracting Plan	Applies to Orders that exceed the applicable threshold specified in FAR 19.702(a) on the date of award of the Order, except for Orders issued to small business concerns
52.219-16	Liquidated Damages – Subcontracting Plan	Applies to Orders to which FAR 52.219-9 applies
52.242-5	Payments to Small Business Subcontractors	Applies to Orders to which FAR 52.219-9 applies
52.246-26	Reporting Nonconforming Items	Applies to Orders for items subject to higher-level quality standards in accordance with FAR 52.246-11; critical items; electronic parts or end items, components, parts, or materials containing electronic parts, if the Order exceeds the simplified acquisition threshold; or for the acquisition of Services, if the Supplier will furnish, as part of the service, any items that meet the criteria specified above

- b. The following additional DFARS clauses apply to Orders for other than for commercial products and commercial services issued in support of a Department of Defense prime contract or higher-tiered subcontract, to the extent applicable as indicated below.**

DFARS		
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense Contract-Related Felonies	Applies to first-tier Orders with a value exceeding the simplified acquisition threshold in FAR 2.101
252.203-7004	Display of Fraud Hotline Poster(s)	Applies to Orders with a value exceeding the threshold specified in DFARS 203.1004 (b)(2)(ii) on the date of award of the Order



252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	Not applicable if the item being purchased contains no precious metals
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)—Basic	Applies to Orders to which FAR 52.219-9 applies
252.219-7004	Small Business Subcontracting Plan (Test Program)	Applies to Orders to which FAR 52.219-9 applies
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Applies to Orders with a value exceeding \$1M
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People’s Republic of China	Only applies to Orders that meet the definition of a “covered contract” in the clause, which includes Department of Defense Orders that exceed \$5 million
252.231-7000	Supplemental Cost Principles	
252.243-7001	Pricing of Contract Modifications	