

## **POLSKIE ZAKŁADY LOTNICZE SP. Z O.O.**

### **U.S. Government Provisions and Clauses for Orders under U.S. Government Contracts**

#### **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 Standard 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 Supplier shall incorporate the applicable U.S. Government Contract Clauses in each lower-tier subcontract placed in support of this Order.
- 1.4 Supplier shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Supplier’s subcontractors’ failure to comply with the applicable U.S. Government Contract Clauses.
- 1.5 Notwithstanding any other provisions in this document, Supplier 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 Goods/Services. Supplier 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 Agreement and/or Order for the Goods/Services are at any time not supported by Supplier’s cost or pricing data, Supplier agrees to negotiate fair and reasonable prices for the Goods/Services and to incorporate such prices in the Agreement and/or Order. In no event shall any renegotiated unit price for

any of the Goods/Services exceed the unit price incorporated herein for such Goods/Services.

## **2. Inspection of Books and Records**

- 2.1 Supplier 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.
- 2.2 Supplier 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 (including without limitation claims/proposals submitted pursuant to the Clauses entitled Changes and Termination for Convenience).
- 2.3 Supplier hereby grants to Buyer the right to conduct audits of Supplier's premises, records, data and documentation pertaining to: quality, inspection and testing of Goods; security and data protection procedures; ethical practices; and, any other requirement or obligation, under this Order.

## **3. Intellectual Property Under U.S. Government Contracts**

### **Definitions.**

- 3.1 "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 Agreement.
- 3.2 "DoE" means the Department of Energy.
- 3.3 "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.
- 3.4 "Intellectual Property" as used in this Article, means the definition set forth in the Terms & Conditions of Purchase that reference this document as well as Subject Invention, Technical Data, and Computer Software.
- 3.5 "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).
- 3.6 "NASA" means the National Aeronautics and Space Administration.
- 3.7 "Practice" means to make, use, sell, offer for sale, import and export Goods that embody the Subject Invention.
- 3.8 "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).

- 3.9 “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 Agreement.
- 3.10 “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 Agreement.
- 3.11 “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.

#### **Technical Data and Computer Software Ownership and License Rights.**

- 3.12 Supplier 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 Goods to be performed under this Order and the assertions of restrictions on use, release or disclosure of Supplier’s Intellectual Property that are provided to Buyer for delivery to the U.S. Government. Supplier 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.
- 3.13 For Technical Data and Computer Software in which the Government has Unlimited Rights, Supplier 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 Supplier’s Technical Data and Computer Software for any purpose whatsoever, and to have or authorize others to do so.
- 3.14 Except as provided above, Supplier hereby grants to Buyer an irrevocable, non-exclusive, paid-up, worldwide, license to sell and Use Supplier’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, including airworthiness; and (iii) to satisfy other contract requirements for the same or similar Goods.
- 3.15 Supplier shall deliver to Buyer all Technical Data and Computer Software needed to fulfill Supplier’s obligations in the performance of this Order by the Delivery Date. At Buyer’s request, Supplier shall deliver to Buyer all Technical Data and

Computer Software acquired or created by Supplier in the performance of this Order, whether or not delivery was required and without additional cost to Buyer.

### **Patent Ownership and License Rights**

- 3.16 For any Subject Invention, Supplier hereby grants the U.S. Government a non-exclusive, 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, Supplier agrees to assign the Subject Invention to the Government.
- 3.17 For any Subject Invention in which the Supplier retains ownership, Supplier 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.
- 3.18 Supplier 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. Supplier shall submit to Buyer a copy of the Government invention reporting letter, without including detailed invention disclosure information.

### **General Intellectual Property**

- 3.19 Supplier represents and warrants that Supplier has sufficient rights in all Intellectual Property that Supplier uses or transfers to Buyer in connection with this Order to allow Supplier to lawfully comply with this Order. If, in the performance of this Order, Supplier incorporates third party Intellectual Property into the Goods, Supplier shall obtain for the Government and the Buyer license rights equivalent to those granted by Supplier herein.
- 3.20 Except as expressly authorized herein, nothing in this Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under this Order.

### **Data Assertions and Markings**

- 3.21 Supplier shall properly identify and assert the Supplier'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 Supplier shall describe why the assertion is an inadvertent omission or new information before the Buyer will submit such assertions to the Government. Supplier shall properly mark all Technical Data and Computer Software that Supplier delivers to the Buyer in connection with this Order. Supplier represents and warrants that it has written procedures and maintains records sufficient to justify the validity of all

restrictive markings.

- 3.22 If the Supplier's assertions do not comply with the applicable Government Acquisition Regulations, the Government rejects the Supplier's assertions, or the Supplier does not correctly mark Technical Data or Computer Software, the Buyer assumes no responsibility or liability for any loss of rights by the Supplier. Supplier 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 Supplier assumes the risk of loss of rights. In the event the Government rejects the Supplier assertions, Supplier 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.

#### **Patent Indemnification**

- 3.23 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 Supplier'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, Supplier is relieved of its obligations for such U.S. patent infringement under the Section of the PZL Terms & Conditions of Purchase entitled "Intellectual Property Indemnification", but only to the extent such liability is indemnified by the Government.
- 3.24 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 Goods, the Supplier 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 "Supplier", "Buyer", "Order" and "Buyer" respectively.

#### **4. Supplier Changes to Specifications/U.S. Government Inspection**

Goods manufactured to Supplier's Specifications require prior Buyer's written approval for any variations. Goods 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 Supplier's facility appears in the inspection block of this Order, the following paragraph applies: U.S. Government inspection is required prior to shipment from Supplier's facility. Upon receipt of this Order, Supplier shall promptly notify and furnish a copy of the Order to the U.S. Government representative normally servicing Supplier's facility so that the U.S. Government inspection can be appropriately planned. If a U.S. Government representative does not service Supplier's facility, Supplier shall contact the nearest Defense Contract Management Agency ("DCMA") office to plan the inspection. If Supplier cannot locate the DCMA office, Supplier shall notify Buyer immediately.

## **5. U.S. Government Contract Clauses Incorporated by Reference**

### **5.1 For covered subcontracts and/or covered subcontractors:**

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.

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.

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://farsite.hill.af.mil/vffara.htm> and <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

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

5.3 Whenever necessary to make the context of the clauses applicable to this Order, the term "Contractor" shall mean Supplier, 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.

5.4 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. NASA clauses shall not be applicable to orders placed by Buyer to support work under any prime contracts other than those issued by NASA.

5.5 Clauses marked with a “CI” in the column below titled Applicability are applicable only when the Supplier is furnishing Goods or Services that qualify as a “commercial item” under FAR 2.101. Supplier shall provide relevant documentation to support Supplier’s assertion that its Goods or Services satisfy the definition of “commercial items” under FAR 2.101. Further, Suppliers 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.

5.6 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	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
1	Definitions	52.202-1	Jan 2012			All Orders
2	Gratuities	52.203-3	Apr 1984			All Orders
3	Covenant Against Contingent Fees	52.203-5	Apr 1984			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	Apr 2010			Applies if Order exceeds \$5,000,000 and has a period of performance greater than 120 days

	<b>Clause</b>	<b>NASA FAR Supp. Reference</b>	<b>NASA FAR Supp. Date</b>	<b>DFARS Reference</b>	<b>DFARS Date</b>	<b>APPLICABILITY</b>
11	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
12	Requirements Relating to Compensation of Former DoD Officials			252.203-7000	Sep 2011	All Orders
13	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies			252.203-7001	Dec 2008	SA
14	Requirements to Inform Employees of Whistleblower Rights			252.203-7002	Sep 2013	All Orders
15	Display of Hotline Poster(s)			252.203-7004	Jan 2015	Applies in accordance with subparagraph (e) of the clause
16	Security Requirements	52.204-2	Aug 1996			Applies if Order involves access to classified information
17	Disclosure of Information			252.204-7000	Aug 2013	All Orders
18	Safeguarding Covered Defense Information			252.204-7012	Aug 2015	All Orders
19	Executive Compensation	52.204-10	July 2013			All Orders
20	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	Aug 2013			All Orders
21	Material Requirements	52.211-5	Aug 2000			All Orders
22	Defense Priority and Allocation Requirements	52.211-15	Apr 2008			Applies if priority rating is noted on this Order
23	Acquisition Streamlining			252.211-7000	Oct 2010	Applies if Order exceeds \$1.5M
24	Item Identification and Valuation			252.211-7003	Dec 2013	All Orders
25	Audits and Records – Negotiation	52.215-2	Oct 2010			SA
26	Price Reduction for Defective Cost or Pricing Data	52.215-10	Aug 2011			Applies when cost or pricing data are required
27	Price Reduction for Defective Cost or Pricing Data-Modifications	52.215-11	Aug 2011			Applies when cost or pricing data are required
28	Subcontracting Cost or Pricing Data	52.215-12	Oct 2010			Applies when cost or pricing data are required
29	Subcontractor Cost or Pricing Data-Modifications	52.215-13	Oct 2010			Applies when cost or pricing data are required
30	Integrity of Unit Prices	52.215-14	Oct 2010			Applies in accordance with paragraph (c) of the clause
31	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	52.215-20	Oct 2010			All Orders



	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
32	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications	52.215-21	Oct 2010			All Orders
33	Limitation on Pass-Through Charges	52.215-23	Oct 2009			Applies in accordance with paragraph (f)
34	Allowable Cost and Payment	52.216-7	Jun 2013			Applies to cost-type Orders
35	Utilization of Small Business Concerns	52.219-8	Oct 2014			SA
36	Small Business Subcontracting Plan	52.219-9	Jul 2013			Applies if Order exceeds \$650,000 and Seller is not a small business concern
37	Small business Subcontracting Plan (DoD Contracts)			252.219-7003	Aug 2012	Applies when FAR 52.219-9 applies.
38	Notice to the Government of Labor Disputes	52.222-1	Feb 1997			All Orders
39	Combating Trafficking in Persons	52.222-50	mar-15			All Orders
40	Restrictions on Employment of Personnel			252.222-7000	mar-00	All Orders
41	Restrictions on the Use of Mandatory Arbitration Agreements			252.222-7006	Dec 2010	As applicable
42	Representation Regarding Combating Trafficking in Persons			252.222-7007	Jan 2015	All Orders
43	Hazardous Material Identification and Material Safety Data	52.223-3	Jan 1997			Applies only if Seller delivers hazardous materials under this Order
44	Energy Efficiency in Energy-Consuming Products	52.223-15	Dec 2007			Applies in accordance with subparagraph (c) of the clause
45	Contractor Policy to Ban Text Messaging While Driving	52.223-18	Aug 2011			
46	Buy American Act - Supplies	52.225-1	May 2014			Applies to all subcontracts for supplies
47	Trade Agreements	52.225-5	Sep 2013			All Orders
48	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")
49	Restrictions on Certain Foreign Purchases	52.225-13	Jun 2008			All Orders
50	Buy American Act and the Balance of Payments Program			252.225-7001	Nov 2014	All Orders
51	Qualifying Country Sources as Subcontractors			252.225-7002	Dec 2012	All Orders

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
52	Prohibition on Acquisition of United States Munitions List items From communist Chinese Military Companies			252.225-7007	Sep 2006	All Orders
53	Restriction on Acquisition of Specialty Metals			252.225-7008	mar-13	All Orders
54	Restriction on Acquisition of Certain Articles Containing Specialty Metals			252.225-7009	Jun 2013	All Orders
55	Commercial Derivative Military Article—Specialty Metals Compliance Certificate			252.225-7010	Jul 2009	All Orders
56	Duty-Free Entry - Qualifying Country Supplies (End Products and Components)			252.225-7013	Nov 2014	All Orders
57	Restriction on Acquisition of Hand or Measuring Tools			252.225-7015	Jun 2005	All Orders
58	Restriction on Acquisition of Ball and Roller Bearings			252.225-7016	Jun 2011	All Orders
59	Trade Agreements			252.225-7021	Oct 2013	All Orders
60	Restriction on Acquisition of Forgings			252.225-7025	Dec 2009	All Orders
61	Buy American Act-Free Trade Agreement-Balance of Payments Program			252.225-7036	Dec 2012	All Orders
62	Restriction on Acquisition of Air Circuit Breakers			252.225-7038	Jun 2005	All Orders
63	Export Controlled Items			252.225-7048	Jun 2013	All Orders
64	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts			252.226-7001	Sep 2004	Applies if Order exceeds \$500,000
65	Authorization and Consent	52.227-1	Dec 2007			SA (include Alternate I or II to the extent in the Prime Contract)
66	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	Dec 2007			SA
67	Patent Indemnity	52.227-3	Apr 1984			All Orders
68	Refund of Royalties	52.227-9	Apr 1984			Applies in accordance with paragraph (f) of the clause
69	Filing of Patent Applications-Classified Subject Matter	52.227-10	Dec 2007			Applies in accordance with paragraph (e) of the clause
70	Patent Rights - Ownership by the Contractor	52.227-11	Dec 2007			Applies in accordance with paragraph (k) of the clause
71	Patent Rights-Ownership by the Government	52.227-13	Dec 2007			Applies in accordance with paragraph (i) of the clause
72	Rights in Data – General	52.227-14	Dec 2007			All Orders

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
73	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.)
74	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.)
75	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.)
76	Rights in Bid or Proposal Information			252-227-7016	Jan 2011	All Orders
77	Identification and Assertion of Use, Release, or Disclosure Restrictions			252.227-7017	Jan 2011	All Orders

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
78	Validation of Asserted Restrictions - Computer Software			252.227-7019	Sep 2011	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.")
79	Rights in Special Works			252.227-7020	Jun 1995	All Orders
80	Rights in Data-Existing Works			252.227-7021	mar-79	All Orders
81	Government Rights (Unlimited)			252.227-7022	mar-79	All Orders
82	Drawings and Other Data Become Property of Government			252.227-7023	mar-79	All Orders
83	Deferred Delivery of Technical Data or Computer Software			252.227-7026	Apr 1988	All Orders
84	Deferred Ordering of Technical Data or Computer Software			252.227-7027	Apr 1988	All Orders
85	Technical Data or Computer Software Previously Delivered to the Government			252.227-7028	Jun 1995	All Orders
86	Technical Data - Withholding of Payment			252.227-7030	mar-00	In this clause, "Government" and "Contracting Officer" shall mean Buyer.
87	Rights in Technical Data and Computer Software (Foreign)			252.227-7032	Jun 1975	All Orders
88	Rights in Shop Drawings			252.227-7033	Apr 1966	All Orders
89	Validation of Restrictive Markings on Technical Data			252.227-7037	Jun 2013	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.)
90	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles			252.228-7005	Dec 1991	All Orders
91	Federal, State and Local Taxes	52.229-3	Feb 2013			All Orders

Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY	Clause
92	Taxes - Foreign Fixed-Price Contracts	52.229-6	Feb 2013			All Orders
93	Reporting of Foreign Taxes-U.S. Assistance Programs			252.229-7011	Sep 2005	Applies to Orders for commodities that exceed \$500
94	Industrial Resources Developed Under Defense Production Act Title III	52.234-1	Dec 1994			All Orders
95	Stop-Work Order	52.242-15	Aug 1989			All Orders (in paragraph (a), change "90 days" to read "180 days")
96	Subcontracts for Commercial Items	52.244-6	Apr 2015			CI
97	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)			252.244-7000	Jun 2013	CI
98	Government Property (Fixed-Price Contract)	52.245-1	Apr 2012			As applicable
99	Use and Charges	52.245-9	Apr 2012			All Orders
100	Contractor Inspection Requirements	52.246-1	Apr 1984			All Orders
101	Inspection of Supplies – Fixed Price	52-246-2	Aug 1996			All Orders
102	Responsibility for Supplies	52.246-16	Apr 1984			All Orders
103	Warranty of Data			252.246-7001	Dec 1991	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.
104	Notification of Potential Safety Issues			252.246-7003	Jun 2013	Applies in accordance with paragraph (f) of the clause
105	Contractor Counterfeit Electronic Part Detection and Avoidance System.			252.246-7007	May 2014	All Orders. Only paragraphs (a) - (e) apply.
106	Preference of United States Flag Air Carriers	52.247-63	Jun 2003			All Orders

	Clause	NASA FAR Supp. Reference	NASA FAR Supp. Date	DFARS Reference	DFARS Date	APPLICABILITY
107	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.")
108	Notification of Transportation of Supplies by Sea			252.247-7024	mar-00	All Orders (modify paragraph (a) to read "[I]f, after the award of this order, the Seller learns that supplies . . .")
109	Value Engineering	52.248-1	Oct 2010			All Orders
110	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 I, 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)
111	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)
112	Notification of Anticipated Contract Termination or Reduction			252.249-7002	Oct 2010	(Substitute "Contracting Officer for "Buyer" throughout; modify paragraph (d)(1) to read "[P]rovide notice of the proposed termination or reduction to each subcontractor with a subcontract of \$100,000 or more under the program . . .")