

## ADDITIONAL TERMS AND CONDITIONS FOR GOVERNMENT CONTRACTS

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated by reference into Buyer's Terms and Conditions of Purchase, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of the contract between Buyer and Seller (the "Contract") unless made inapplicable by their respective notes, if any.

Where necessary to make the context of these clauses applicable to this purchase contract, the term "Contractor" shall mean "Seller", the term "Contract" shall mean this "Purchase Contract", and the terms "Government", "Contracting Officer", and equivalent phrases shall include "Buyer".

**All referenced FAR and DFARS paragraph numbers refer to current paragraphs and revisions in effect as of the date of the Government prime contract referenced in this Purchase Contract, or are revised versions published by the U.S. Government. Copies of FAR and DFARS may be obtained on the internet at <https://www.acquisition.gov/>.**

52.203-2 Certificate of Independent Price Determination  
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions  
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009  
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  
52.204-2 Security Requirements  
52.204-9 Personal Identity Verification of Contractor Personnel  
52.204-14 Service Contract Reporting Requirements  
52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts  
52.204-21 Basic Safeguarding of Covered Contractor Information Systems  
52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities  
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment  
52.204-27 Prohibition on a ByteDance Covered Application  
52.204-28 Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts  
52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representations and Disclosures  
52.204-30 Federal Acquisition Supply Chain Security Act Orders-Prohibition  
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment  
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations  
52.211-15 Defense Priority and Allocation Requirements  
52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services  
52.214-28 Subcontractor Certified Cost or Pricing Data

Modifications Sealed Bidding  
52.215-23 Limitations on Pass-Through Charges  
52.219-8 Utilization of Small Business Concerns  
52.222-8 Payrolls and Basic Records  
52.222-11 Subcontracts (Labor Standards)  
52.222-19 Child Labor – Cooperation with Authorities and Remedies  
52.222-21 Prohibition of Segregated Facilities  
52.222-26 Equal Opportunity  
52.222-34 Project Labor Agreement  
52.222-41 Service Contract Labor Standards  
52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification  
52.222-50 Combating Trafficking in Persons  
52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements  
52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Certification  
52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements  
52.222-54 Employment Eligibility Verification  
52.222-55 Minimum Wages Under Executive Order 13658  
52.222-56 Certification Regarding Trafficking in Persons Compliance Plan  
52.222-62 Paid Sick Leave (Executive Order 13706)  
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving  
52.224-2 Privacy Act  
52.224-3 Privacy Training  
52.225-1 Buy American—Supplies  
52.225-2 Buy American Certificate  
52.225-3 Buy American –Free Trade Agreements – Israeli Trade Act  
52.225-4 Buy American Free Trade Agreements – Israeli Trade Act Certificate  
52.225-5 Trade Agreements  
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52.225-7 Waiver of Buy American Statute for Civil Aircraft and Related Articles  
52.225-8 Duty-Free Entry  
52.225-9 Buy American—Construction Materials  
52.225-10 Notice of Buy American Requirement—Construction Materials  
52.225-11 Buy American—Construction Materials under Trade Agreements  
52.225-12 Notice of Buy American Requirement—Construction Materials Under Trade Agreements  
52.225-13 Restrictions on Certain Foreign Purchases  
52.225-21 Required Use of American Iron, Steel, and Manufactured Goods Buy American Statute Construction Materials  
52.225-22 Notice of Required Use of American Iron, Steel, and Manufactured Goods Buy American Statute Construction Materials  
52.225-23 Required Use of American Iron, Steel, and Manufactured Goods Buy American Statute Construction Materials Under Trade Agreements  
52.225-24 Notice of Required Use of American Iron, Steel, and Manufactured Goods Buy American Statute Construction Materials Under Trade Agreement  
52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certifications

52.227-1 Authorization and Consent  
52.227-9 Refund of Royalties  
52.227-20 Rights in Data SBIR Program  
52.232-40 Providing Accelerated Payments to Small Business Subcontractors  
52.244-6 Subcontracts for Commercial Items  
52.247-63 Preference for U.S.-Flag Air Carriers  
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels  
252.204-7000 Disclosure of Information  
252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information  
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting  
252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors  
252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support  
252.204-2018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services  
252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements  
252.204-7020 NIST SP 800-171 DoD Assessment Requirements  
252.204-7021 Cybersecurity Maturity Model Certification Requirements  
252.211-7003 Item Unique Identification and Valuation  
252.219-7004 Small Business Subcontracting Plan (Test Program  
252.223-7008 Prohibition of Hexavalent Chromium  
252.225-7000 Buy American—Balance of Payments Program Certificate)  
252.225-7001 Buy American and Balance of Payments Program.  
252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies  
252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals  
252.225-7013 Duty-Free Entry  
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings  
252.225-7025 Restriction on Acquisition of Forgings  
252.225-7047 Exports by Approved Community Members in Performance of the Contract  
252.225-7048 Export-Controlled Items  
252.227-7033 Rights in Shop Drawings  
252.227-7037 Validation of Restrictive Markings on Technical Data  
252.239-7010 Cloud Computing Services  
252.244-7000 Subcontracts for Commercial Items.  
252.246-7003 Notification of Potential Safety Issues  
252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System  
252.246-7008 Sources of Electronic Parts

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000 (for Commercial and Non-Commercial Items):**

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract**

**equals or exceeds \$15,000 (for Commercial and Non-Commercial Items):**

52.222-36 Equal Opportunity for Workers with Disability

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$150,000 (for Commercial and Non-Commercial Items):**

52.203-12 Limitation on Payments to Influence Certain Federal Transactions  
52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights  
52.222-35 Equal Opportunity for Veterans  
52.222-37 Employment Reports on Veterans  
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  
52.248-1 Value Engineering

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 and the period of performance exceeds 120 days (for Commercial and Non-Commercial Items):**

52.203-13 Contractor Code of Business Ethics and Conduct 52.203-14 Display of Hotline Poster(s)

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Non-Commercial Item:**

52.215-19 Notification of Ownership Changes  
52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification  
52.227-10 Filing of Patent Applications Classified Subject Matter  
52.227-11 Patent Rights Ownership by the Contractor  
52.227-13 Patent Rights Ownership by the Government  
52.227-14 Rights in Data – General  
52.230-2 Cost Accounting Standards  
52.230-3 Disclosure and Consistency of Cost Accounting Practices  
52.239-1 Privacy or Security Safeguards  
52.247-64 Preference for Privately Owned U S -Flag Commercial Vessels

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Items:**

52.203-6 Restrictions on Subcontractor Sales to the Government  
52.203-7 Anti-Kickback Procedures  
52.203-16 Preventing Personal Conflicts of Interest  
52.215-2 Audit and Records – Negotiation  
52.215-14 Integrity of Unit Prices  
52.222-4 Contract Work Hours and Safety Standards Overtime Compensation  
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  
52.248-1 Value Engineering

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$750,000 and is for a Non-Commercial Item:**

52.215-12 Subcontractor Certified Cost or Pricing Data

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications  
52.219-9 Small Business Subcontracting Plan  
52.219-16 Liquidated Damages

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Fixed Price for Non-Commercial Items:**

52.246-2 Inspection of Supplies - Fixed Price  
52.246-4 Inspection of Services - Fixed Price  
52.246-7 Inspection of Research and Development – Fixed Price

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Cost Type or Time and Material or Fixed Price Incentive for a Non-Commercial Items:**

52.246-3 Inspection of Supplies - Cost Reimbursement  
52.246-5 Inspection of Services - Cost Reimbursement  
52.246-6 Inspection of Time-And-Material and Labor-Hour  
52.246-8 Inspection of Research and Development – Cost-Reimbursement  
52.249-14 Excusable Delays

**The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$150,000 (for Commercial and Non-Commercial Items):**

52.247-7023 Transportation of Supplies by Sea.

**The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item:**

52.203-7004 Display of Hotline Posters.

**The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is for a Non-Commercial Item:**

52.203-7002 Requirement to Inform Employees of Whistleblower Rights.  
52.227-7013 Rights in Technical Data–Noncommercial Items.  
52.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation  
52.227-7016 Rights in Bid or Proposal Information  
52.227-7018 Rights in Noncommercial Technical Data and Computer Software– Small Business Innovation Research (SBIR) Program  
52.227-7019 Validation of Asserted Restrictions–Computer Software  
52.227-7025 Limitations On the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends  
52.227-7026 Deferred Delivery of Technical Data Or Computer Software  
52.227-7027 Deferred Ordering of Technical Data or Computer Software  
52.227-7028 Technical Data or Computer Software Previously Delivered to The Government  
52.227-7037 Validation of Restrictive Markings on Technical Data

252.227-7038 Patent Rights–Ownership by the Contractor (Large Business).

252.228-7005 Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.

**The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item:**

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.

**The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$1,000,000 and is for a Non-Commercial Item:**

252.222-7006 Restrictions On the Use of Mandatory Arbitration Agreements

**The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$50,000,000 and is for a Non-Commercial Item:**

252.234-7004 Cost and Software Data Reporting System

**The following additional clauses apply to this as defined by the respective DFARS clause if the Contract is for a Commercial Item:**

252.227-7015 Technical Data–Commercial Items.

#### **CERTIFICATIONS AND REPRESENTATIONS**

**By submitting its offer, or providing quotations to Buyer or accepting any Contract, Contractor certifies to the representations and certifications as set forth below. These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, request for quotation issued by Buyer. Contractor shall immediately notify Buyer of any change of status with regard to these certifications and representations.**

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls. Definitions as used in this provision: Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract. For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))

- By submission of this offer, the Contractor represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation

The Contractor represents that it is not an inverted domestic corporation; and it is not a subsidiary of an inverted domestic corporation.

52.209-5 Certification Regarding Responsibility Matters. Applicable if the value of this contract exceeds the simplified acquisition threshold:

The Contractor certifies, to the best of its knowledge and belief, that the Contractor and/or any of its Principals:

- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.
- Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses noted in the second bullet point of this provision; and
- Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- Has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

FAR 52.209-7 Information Regarding Responsibility Matters. Applicable if the value of this contract exceeds \$550,000:

If the Contractor has current active Federal contracts and grants with total value greater than \$10,000,000, the Contractor represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Contractor, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Contractor of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (1)(i), (1)(ii), or (1)(iii) of this provision.

(2) If the Contractor has been involved in the last five years in any of the occurrences listed in (1) of this provision, whether the Contractor has provided the requested information with regard to each occurrence.

(3) The Contractor shall post the information in paragraphs (1)(i) through (1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products.

- The Contractor will not supply any end product identified on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin, that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- If the Contractor supplies any end product identified on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin, that was mined, produced, or manufactured in a corresponding country as listed for that end product, Contractor certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Contractor certifies that it is not aware of any such use of child labor.

52.222-22 Previous Contracts and Compliance Reports Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) that Contractor has filed all required compliance reports and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance.

Contractor represents that it has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. 60-1 and 60-2). If no such program exists, Contractor will become compliant within 120 days of award of this Contract.