



SUPPLEMENTAL GOVERNMENT TERMS AND CONDITIONS

1. GENERAL:

The terms and conditions herein are in addition to Aerojet Rocketdyne (AR) General Provisions (GPs) for Purchase Orders, and are incorporated by reference into individual solicitations (e.g., Requests for Quote (RFQs)) and Purchase Orders ("Orders" or "Contracts") issued by the Company in support of Government prime contracts/subcontracts. The Federal Acquisition Regulation (FAR) and FAR Supplement clauses identified are those versions in effect as of the date of the Government Prime Contract identified in the Order or Contract, and are incorporated herein by reference with the same force and effect as if set forth in full text. Seller agrees to flow down, as required, all applicable clauses. Except as noted in the GPs, these terms and conditions shall be controlling over any conflicting terms and conditions in any Order or Contract in which these terms are incorporated. If the Seller is not certain which, if any, FAR or agency-specific FAR supplement clause applies, the Seller's tier or the relevant source of funding, clarification shall be sought from the Company Buyer before disregarding any clause below.

2. COMMERCIAL ITEMS OR SERVICES:

Commercial supplies or services meeting the definition of "Commercial item" contained in the clause at FAR 52.202-1, Definitions, and for which a proper assertion is documented on the Company form "Offeror's Assertion of Commerciality", Form SCM-F-7.11.05.12.002, are subject only to FAR 52.244-6, Subcontracts for Commercial Items and DFARS 252.244-7000, Subcontracts for Commercial Items and Commercial Components, if in furtherance of a Defense procurement. No other FAR System provisions or clauses apply, unless specifically made applicable in a note below.

3. DEFINITIONS AND SUBSTITUTIONS:

In addition to the definitions set forth in the GPs, the following definitions and substitutions shall apply throughout these Supplemental Government Terms and Conditions, unless an exception is noted in any specific clause and the applicability text associated with it below.

Term	As Used in the Clause
Changes Clause	The clause contained in Company's GPs entitled "Changes".
Company's Customer	Any entity, government or commercial, at any level in the contractual chain (including final end user) to which the Company provides goods or services related in any way to the goods or services covered by this solicitation or Contract.
Commercial Item	A commercial item or service as defined in FAR 2.101.
Commercial Off-the-Shelf (COTS)	A COTS item as defined in FAR 2.101.
Contract, Schedule, Order or PO	Substitute this Contract.
Contracting Officer or Administrative Contracting Officer (ACO)	Substitute the Company Buyer.
Contractor or Offeror	Substitute Seller throughout.
Disputes Clause	The clause contained in Company's GPs entitled "Disputes" or "Governing Law".
Government, United States and Equivalent Phrases	Substitute Company.
Prime Contract	The contract between the Government and its prime contractor.
Prime Contractor	As used in this document, the Company is the recipient of a prime contract from the Government.
Subcontractor	Any person with whom the Seller contracts in connection with the performance of this Contract and their subcontractors at any tier.
Subcontract	Purchase Orders and lower-tier subcontracts at any tier that Seller issues under this Contract.

4. NOTES:

The following notes apply to the clauses incorporated by reference below only when specified.

- Do not substitute "Company" for "Government" or "United States."
- Do not substitute "Company Buyer" for "Contracting Officer," "Administrative Contracting Officer" or "ACO."
- Insert "and Company" after "Government", "United States" or equivalent phrases.
- Insert "or Company" after "Government", "United States" or equivalent phrases.
- Insert "and the Company Buyer" after "Contracting Officer."
- Insert "or the Company Buyer" after "Contracting Officer."
- Communications/notifications required by the clause between Seller and the Contracting Officer shall be through the Company.

Supplemental Government Terms and Conditions (Continued)

8. If Seller is an international contractor, the clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to work on the Contract.

5. AMENDMENTS REQUIRED BY PRIME CONTRACT:

Seller agrees that, upon the request of Company, it will negotiate with Company in good faith relative to changes to this Contract to incorporate additional provisions herein or to change provisions hereof, as may be reasonably necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications of such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of the Contract.

6. PRESERVATION OF THE GOVERNMENT'S RIGHTS:

If Company furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that the Company, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such items in support of other U.S. Government Prime Contracts.

7. APPLICABILITY:

The FAR, DFARS, NASA, and Department of Energy Acquisition Regulation (DEAR) clauses cited in the tables below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR or FAR Supplement clause shall be the same version as that which appears in Buyer's Prime Contract, or higher-tier subcontract applicable to this Order or Contract. If any of the clauses are not applicable by their terms they shall be self-deleting. Whenever said clauses include a requirement for the resolution of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with the clause entitled "Disputes" set forth in the GPs.

8. GOVERNMENT CLAUSES:

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.202-1	Definitions	Applies to Contracts exceeding the Simplified Acquisition Threshold.
52.203-5	Covenant Against Contingent Fees	Applies to Contracts exceeding the Simplified Acquisition Threshold, excluding "Commercial Items".
52.203-6	Restrictions on Subcontractor Sales to the Government	Applies to Contracts exceeding the Simplified Acquisition Threshold. Alt. 1 applies for Commercial Item purchases. Note 1 applies.
52.203-7	Anti-Kickback Procedures	Applies to Contracts exceeding \$150,000, excluding "Commercial Items". Paragraph (c)(1) does not apply. Seller shall provide any required notifications to the Buyer in addition to the named government officials. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Company to withhold any sum from the Seller, Company may". Paragraph (c)(4) is further revised to replace "prime contract" with "Contract". In paragraph (c)(4), Prime Contractor" shall mean "Seller".
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Applies to solicitations and Contracts expected to exceed \$150,000. Note 1 applies.
52.203-13	Contractor Code of Business Ethics and Conduct	Applies to solicitations and Contracts if the value is expected to exceed \$6,000,000 and the period of performance is more than 120 days. Note 1 applies. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
52.203-14	Display of Hotline Poster(s)	Applies to this Contract if the value of this Contract exceeds \$6,000,000, excluding Contracts for commercial items or performed entirely outside the United States.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.203-16	Preventing Personal Conflicts of Interest	Applies to Contracts over the Simplified Acquisition Threshold and for services by Seller employee(s) that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Applies to Contracts over the Simplified Acquisition Threshold.
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation	Note 1 applies. Applies to solicitations only.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Note 1 applies. Does not apply to personal services contracts with individuals.
52.204-2	Security Requirements	Applies to Contracts that require access to classified information, excluding any reference to the Changes clause of the Contract. Note 1 applies.
52.204-9	Personal Identity Verification of Contractor Personnel	Applies where the Seller will have physical access to a federally-controlled facility or access to a federal information system. Note 1 applies.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applies to Contracts valued at \$30,000 or more, when Seller is a first-tier Subcontractor. The required information shall be provided using the Company Form SCM-F-7.11.01.09.003, Annual Business Certification (ABC), available on the internet at www.Rocket.com under the link for SupplierNet. Note 1 applies.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Applies to all subcontracts at all tiers unless Seller is furnishing commercially available off-the-shelf (COTS) items. Note 1 applies.
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Applies to all subcontracts at all tiers. Note 1 applies.
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Applies to all solicitations for contracts at all tiers. Note 1 applies.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Applies to all subcontracts at all tiers. Note 1 applies. Pursuant to subparagraph (d) but excluding (b)(2), Seller shall provide any required disclosure as part of Seller's offer.
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Applies to solicitations and Contracts expected to exceed \$35,000. Note 1 applies. Copies of notices provided by Seller to the CO shall be provided to the Buyer. Not applicable to Commercial Off-the-Shelf items.
52.211-5	Material Requirements	Applies to items that are not commercial items. Note 5 applies.
52.211-15	Defense Priority and Allocation Requirements	Applies if a DPAS Rating is identified in the Contract. Timely acceptance is required in accordance with 15 CFR 700.13.
52.215-2	Audit and Records — Negotiation	Applies to Contracts over the Simplified Acquisition Threshold and that are cost reimbursement, incentive, time-and-material, labor-hour or price-redeterminable type or any combination thereof, for which certified cost or pricing data are required; or that require Seller to furnish reports per paragraph (e). Note 3 applies. Alt. II applies if Seller is an educational or non-profit institution.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Applies if submission of cost or pricing data is required. Do not substitute the Company Buyer for the first time "Contracting Officer" appears in paragraph (c)(1). Note 4 applies. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data — Modifications	Applies if submission of cost or pricing data is required. Do not substitute the Company Buyer for the first time "Contracting Officer" appears in paragraph (d)(1). Note 4 applies. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.
52.215-12	Subcontractor Certified Cost or Pricing Data	Applies if this Contract exceeds the threshold under FAR 15.403-4 or any lesser amount identified in the Contract and is not otherwise exempt.
52.215-13	Subcontractor Certified Cost or Pricing Data — Modifications	Applies if this Contract exceeds the threshold under FAR 15.403-4 or any lesser amount identified in the Contract and is not otherwise exempt.
52.215-14	Integrity of Unit Prices	Applies to Contracts exceeding the Simplified Acquisition Threshold. Paragraph (b) does not apply.
52.215-15	Pension Adjustments and Asset Reversions	Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 1 and 7 applies.
52.215-16	Facilities Capital Cost of Money	Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer. If the Seller does not propose this cost, the resulting Contract includes FAR 52.215-17, in lieu of this clause.
52.215-17	Waiver of Facilities Capital Cost of Money	Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and the Seller did not propose facilities capital cost of money in its offer.
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions	Applies if this Contract meets the applicability requirements of FAR 15.408(j). Note 7 applies.
52.215-19	Notification of Ownership Changes	Applies if this Contract meets the applicability requirements of FAR 15.408(k). Notes 5 and 7 apply.
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Applies to all subcontracts at all tiers that are above the micro-purchase threshold.
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data — Modifications	Applies to all subcontract modifications at all tiers that are above the micro-purchase threshold.
52.215-22	Limitations on Pass-Through Charges — Identification of Subcontract Effort	Applies to solicitations if 52.215-23 applies.
52.215-23	Limitations of Pass-Through Charges	Applies if this is a cost-reimbursement subcontract that exceeds the Simplified Acquisition Threshold. If the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4, except those identified in FAR 15.408(n)(2)(i)(B)(2). Notes 4 and 5 apply.
52.216-16	Incentive Price Revision - Firm Target	Applies to Fixed-Price Incentive Price Revision - Firm Target solicitations and contracts.
52.216-17	Incentive Price Revision - Successive Targets	Applies to Fixed-Price Incentive Price Revision - Successive Targets solicitations and contracts.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.219-8	Utilization of Small Business Concerns	Applies if the Contract will offer subcontracting opportunities pursuant to FAR 52.219-9(d)(9). This clause does not apply to subcontracts for personal services or if the Work is performed entirely outside of the United States. Note 8 applies.
52.219-9	Small Business Subcontracting Plan	Applies if and when the value of this Contract inclusive of any change equals or exceeds the amount referenced in FAR 19.702(a), Statutory Requirements (or a lower amount as determined by Company's customer contract), except the clause does not apply if Seller is a small business concern. This clause does not apply if the Work is performed entirely outside of the United States. The Seller's subcontracting plan is incorporated herein by reference. Notes 1 applies except as to subparagraph (b) where Contracting Officer means Company Buyer. Notes 2, 7 and 8 apply.
52.222-4	Contract Work Hours and Safety Standards — Overtime Compensation	Applies to Contracts that may require the employment of laborers and mechanics. Company may withhold or recover from Seller any sums that AR's customer withholds or recovers from Company due to a violation of a provision of this clause by Seller or Seller's subcontractors. Notes 7 and 8 apply.
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	Applies to solicitations and Contracts involving manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds \$15,000.
52.222-21	Prohibition of Segregated Facilities	Applicable to solicitations and Contracts if FAR 52.222-26 applies. Note 8 applies.
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Applies to solicitations expected to be \$10 Million or more, if the Contract includes FAR 52.222-26. Notes 1 and 8 apply.
52.222-25	Affirmative Action Compliance	Applicable to solicitations if FAR 52.222-26 applies. Note 8 applies.
52.222-26	Equal Opportunity	In paragraph (c), subparagraphs (9), (10) and (12), Note 1 applies. Note 8 applies.
52.222-35	Equal Opportunity for Veterans	Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.
52.222-36	Equal Opportunity for Workers with Disabilities	Applies to Contracts exceeding \$15,000. Note 8 applies.
52.222-37	Employment Reports on Veterans	Applies if the value of this Contract equals or exceeds \$150,000. Note 8 applies.
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Applies to solicitation expected to exceed the Simplified Acquisition Threshold. Note 1 applies.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applies to Contracts that exceed \$10,000. In paragraph (f)(4), Note 1 applies. Note 8 applies.
52.222-41	Service Contract Labor Standards	Applies if this Contract is for services subject to the Service Contract Labor Standards statute. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.
52.222-50	Combating Trafficking in Persons	
52.222-54	Employment Eligibility Verification	Applies to Contracts (i) for construction or commercial Services (except commercial services that are part of a purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500; and, (iii) includes work performed in the United States.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	Applicable to Contracts subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	Applicable to solicitations where the value of goods, other than items that are not commercially available off-the-shelf, to be acquired outside the U.S., or for services to be performed outside of the U.S., the value of which is expected to exceed \$550,000.
52.222-62	Paid Sick Leave Under Executive Order 13706	Applicable to Contracts subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
52.223-6	Drug-Free Workplace	Applicable to all Contracts awarded to an individual; applicable to Contracts that exceed the Simplified Acquisition Threshold; not applicable to Contracts for commercial products and commercial services. Note 8 applies.
52.223-7	Notice of Radioactive Materials	Applies to Work containing covered radioactive material. In the blank, insert "30."
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Applies if services are performed using, or goods are manufactured with or contain, ozone-depleting substances and the Work is performed in the United States.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Applies to Contracts that exceed the micro-purchase threshold. Note 4 applies.
52.224-3	Privacy Training	Applies if Seller will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 3 applies.
52.225-1	Buy American — Supplies	Applies if the Contract exceeds the micro-purchase threshold and the Work contains other than domestic components. Note 2 applies to the second time Contracting Officer appears in paragraph (c).
52.225-5	Trade Agreements	Applies if the work contains other than U.S. made or designated country end-products as specified in the clause.
52.225-8	Duty-Free Entry	Applies to Contracts for supplies identified in the Contract as accorded "duty-free entry," or other foreign supplies in excess of \$15,000, to be imported into the customs territory of the U.S. In paragraph (c)(1), "20 days" is changed to "30 days." In paragraph (c)(2), "10 days" is changed to "20 days." "Government" means "Government" and "Contracting Officer" means "Contracting Officer" in paragraphs (d)(2), (e), (f) and (h).
52.225-13	Restrictions on Certain Foreign Purchases	Note 1 applies.
52.225-14	Inconsistency Between English Version and Translation of Contract	
52.227-1	Authorization and Consent	Applies only if the prime contract contains this clause.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Applies to this Contract if the value of this Contract equals or exceeds the Simplified Acquisition Threshold. In paragraph (b), Note 4 applies except to the last two times.
52.227-9	Refund of Royalties	Applies when reported royalty exceeds \$250. Note 1 applies the first two times "Government" appears in paragraph (d).
52.227-10	Filing of Patent Applications — Classified Subject Matter	Applies to Contracts involving access to classified information. Note 1 applies, except that Seller shall provide to the Company Buyer a copy of any communication sent to the Government.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.227-11	Patent Rights – Ownership by the Contractor	Applies if this Contract includes, at any tier, experimental, developmental, or research Work and Seller is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Buyer identified on the face of this Contract. NOTE: FAR 52.227-13 applies in lieu of this clause if Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.
52.227-13	Patent Rights – Ownership by the Government	Applies if this Contract is for experimental, developmental or research work and Seller is not located in the U.S. or does not have a place of business located in the U.S. or is subject to the control of a foreign government. Paragraph (g) is deleted.
52.227-14	Rights In Data – General	Does not apply if DFARS 252.227-7013 applies. Notes 1 and 2 apply.
52.228-5	Insurance — Work on a Government Installation	Applies to fixed price Contracts that exceed the Simplified Acquisition Threshold and involve Work performed on a Government installation. Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2. Note 1 applies. Note 4 applies to paragraph (b).
52.230-1	Cost Accounting Standards Notices and Certifications	Applies if the value of the Seller's quotation is expected to exceed the threshold for certified cost or pricing data. Seller shall sign and return the Company's solicitation that includes the CAS certification or in lieu thereof may return their quotation with a signed Form SCM-F-7.11.02.10.001, Subcontractor Cost Accounting Standards Notices and Certification, available on the Company website at www.Rocket.com in the Forms section of SupplierNet.
52.230-2	Cost Accounting Standards	Applies to negotiated subcontracts when referenced in this Contract that full CAS coverage applies. Notes 1, 2 and 4 apply. Delete paragraph (b) of the clause.
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Applies to negotiated subcontracts when referenced in this Contract that modified CAS coverage applies. Notes 1, 2 and 4 apply. Delete paragraph (b) of the clause.
52.230-4	Disclosure and Consistency of Cost Accounting Practices — Foreign Concerns	Applies to negotiated subcontracts where the prime contract is with a foreign concern and when referenced in this Contract that CAS coverage applies. Notes 1, 2 and 4 apply. Delete paragraph (b) of the clause.
52.230-5	Cost Accounting Standards — Educational Institution	Applies to negotiated subcontracts where the prime contract is with an educational institution and when referenced in this Contract that CAS coverage applies. Notes 1, 2 and 4 apply. Delete paragraph (b) of the clause.
52.230-6	Administration of Cost Accounting Standards	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies. Notes 1 and 2 apply.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Applies to subcontracts with Small Business concerns where Company receives accelerated payments from its customer.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.233-3	Protest After Award	In the event that Company's customer has directed Company to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, Company may, by written order to Seller, direct Seller to stop performance of the Work called for in this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies the first time "Government" appears in paragraph (f). In paragraph (f) add after "FAR 33.104(h)(1)" the following: "and recovers those costs from Company".
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	Applies to all contracts and subcontracts at all tiers.
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Applies if Work is performed on a Government installation. Note 1 applies.
52.242-3	Penalties for Unallowable Costs	Applies to Contracts over the threshold for certified cost or pricing data except fixed-price contracts without cost incentives or any firm fixed-price (FFP) contract for "commercial items". In paragraphs (d), (e) and (g), Notes 2 and 6 apply.
52.244-5	Competition in Subcontracting	
52.244-6	Subcontracts for Commercial Products and Commercial Services	Applies to subcontracts for "commercial items" as defined in FAR 2.101. Note 2 applies. This clause applies to subcontracts at all tiers.
52.245-1 (Alt 1)	Government Property	"Contracting Officer" means "Company" except in the definition of Property Administrator and in paragraphs (c) and (h)(4) where Note 6 applies. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Company" and except in paragraphs (d)(2), (g)(2) and (g)(3) where Note 4 applies and in paragraph (g)(4) where Note 3 applies. The following is added as paragraph (n) "Seller shall provide to Company immediate notice if the Government or other customer of Seller (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."
52.247-63	Preference for U.S.-Flag Air Carriers	Applies to Contracts involving international air transportation that will be financed by the US Government. Not applicable to contracts awarded using the Simplified Acquisition procedures in FAR Part 13 or Contracts for commercial items.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Not applicable to contracts awarded using the Simplified Acquisition procedures in FAR Part 13 or Contracts for commercial items.
52.248-1	Value Engineering	Applies if this Contract equals or exceeds the Simplified Acquisition Threshold or the clause is included in the Contract. In paragraph (m), any disclosure to Company may also be provided to Company's Customer and/or Government. Notes 1 and 3 apply to paragraph (c)(5). Notes 1 and 4 apply to (b)(3).

Supplemental Government Terms and Conditions (Continued)

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Applies if Company is the prime contractor and the value of this Contract exceeds the Simplified Acquisition Threshold, but excludes "commercial items". In this clause, the terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d).
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Applies to all subcontracts at all tiers.
252.203-7003	Agency Office of the Inspector General	Applies without any substitutions. Applies when FAR 52.203-13 is included in this Contract.
252.203-7004	Display of Hotline Posters	Applies to Contracts exceeding \$6,000,000, excluding "commercial items or performed entirely outside the United States". Applies in lieu of FAR 52.203-14.
252.203-7005	Representation Relating to Compensation of Former DoD Officials	
252.204-7000	Disclosure of Information	Applies to all subcontracts at all tiers.
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Applicable to all solicitations except not applicable to Commercial-Off-The-Shelf (COTS) items.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Applies to all subcontracts that include support for activities related to safeguarding Covered Defense Information and cyber incident reporting.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Applies to all subcontracts at all tiers except does not apply to Commercial-Off-The-Shelf (COTS) items.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	Applies to all subcontracts at all tiers.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Applies to all subcontracts at all tiers.
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	Applies to all solicitations at all tiers except not applicable to Commercial-Off-The-Shelf (COTS) items.
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Applies to all subcontracts at all tiers except not applicable to Commercial-Off-The-Shelf (COTS) item.
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	Applicable when the requirements of DFARS 204.7503 are met.
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	Applies to all solicitations and Contracts that exceed the Simplified Acquisition Threshold for precious metals.
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	Applies to solicitations and Contracts that are valued at \$150,000 or more. Notes 1 and 7 apply.
252.211-7003	Item Unique Identification and Valuation	Applies if this Contract requires the Goods to contain unique item identification. Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Company. Note 1 applies.
252.211-7007	Reporting of Government-Furnished Property	Applies to all subcontracts at all tiers if the Contract includes FAR 52.245-1.
252.215-7002	Cost Estimating System Requirements	Applies if the Contract will be awarded on the basis of certified cost or pricing data.
252.215-7008	Only One Offer	Applies to competitive solicitations that exceed the Simplified Acquisition Threshold.
252.215-7009	Proposal Adequacy Checklist	Applies to proposals and solicitations that require submission of certified cost or pricing data.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Applies to solicitations and subcontracts that exceed the Simplified Acquisition Threshold at all tiers in lieu of FAR 52.215-20.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	Applies if FAR 52.219-9 applies.
252.219-7004	Small Business Subcontracting Plan (Test Program)	Applies to subcontracts, including changes that cumulatively exceed the threshold established in the Contract.
252.223-7001	Hazard Warning Labels	Applies if this Contract requires the delivery of hazardous materials.
252.223-7002	Safety Precautions for Ammunition and Explosives	Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. In paragraph (b)(2), Company and the Government are permitted access. In paragraph (c), Note 5 applies except to subparagraph (4). In paragraph (d), Note 5 applies. In paragraph (e)(1), Note 4 applies. In paragraph (f), Note 4 applies. In paragraph (g)(1)(i), Note 4 applies. Paragraph (g)(1)(ii) shall have no substitutions made and remains as stated in DFARS. Paragraph (g)(3) shall be replaced in its entirety and read as follows: "Seller shall ensure that its subcontractor understands and agrees to the Government's and Company's right to access the subcontractor's facility, personnel, and safety program documentation to perform safety surveys."
252.223-7003	Change in Place of Performance — Ammunition and Explosives	Applies if DFARS 252.223-7002 applies to this Contract. Seller must identify in proposals the place of performance.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	Applies if this Contract or any subcontract at any tier is for the development, production, manufacture or purchase of arms, ammunition, and explosives or when arms, ammunition and explosives will be provided to Seller as Government Furnished Property.
252.223-7008	Prohibition of Hexavalent Chromium	Applies to all subcontracts at all tiers.
252.225-7001	Buy American Act and Balance of Payments Program	Applies if the Work contains other than domestic components. Applicable in lieu of FAR 52.225-1. "Government" means "Government".
252.225-7002	Qualifying Country Sources as Subcontractors	Applies when DFARS 252.225-7001 applies.
252.225-7003	Reporting of Intended Performance Outside the United States and Canada — Submission With Offer	Seller shall submit a completed DD Form 2139 (or equivalent information) with their offer if the work will be performed outside the U.S., but could have been performed in the U.S., and the value of the subcontract is expected to exceed \$750,000, and Company is a prime contractor to the Government.
252.225-7004	Reporting of Intended Performance Outside the United States and Canada — Submission After Award	Seller shall submit after award a completed DD Form 2139 (or equivalent information) where the work will be performed outside the U.S., but could have been performed in the U.S. and the value of the subcontract is expected to exceed \$750,000, and Company is a prime contractor to the Government.
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Applies if Seller is supplying items on the U.S. Munitions List or the 600 Series of the Commerce Control List.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applies if the Work to be furnished contains specialty metals. Paragraph (d) and (e)(1) are excluded and reserved.
252.225-7012	Preference for Certain Domestic Commodities	Applies to Contracts that exceed the Simplified Acquisition Threshold.
252.225-7013	Duty-Free Entry	Applies in lieu of FAR 52.225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this Contract or contact Company's Buyer.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
252.225-7015	Restriction on Acquisition of Hand or Measuring Tool	Applies to Contracts that exceed the Simplified Acquisition Threshold.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Does not apply to Contracts for Commercial Items.
225.225-7021	Trade Agreements	Applies if the Work contains other than US-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.
225.225-7025	Restriction on Acquisition of Forgings	
252.225-7033	Waiver of United Kingdom Levies	Applies if the Contract is with a United Kingdom firm and the value of the Contract will exceed \$1 Million.
252.225-7043	Anti-Terrorism/Force Protection for Defense Contractors Outside the United States	Applies if Seller will be performing work or travelling outside the U.S. under this Contract. For paragraph (c), the applicable information is cited in DFARS 225.7401.
252.225-7048	Export-Controlled Items	
252.225-7052	Restriction on the Acquisition of Certain Magnets and Tungsten	Applies if this Contract exceeds the Simplified Acquisition Threshold, unless the exceptions in paragraph (c) apply.
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applies if this Contract is for more than \$500,000. In subparagraph (f)(1), Company shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Company.
252.227-7013	Rights in Technical Data — Non-Commercial Items	This clause shall have no substitutions of parties. Applies to all subcontracts at all tiers if technical data is delivered. Applies in lieu of FAR 52.227-14.
252.227-7014	Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation	This clause shall have no substitutions of parties. Applies to all subcontracts at all tiers if technical data is delivered. Applies in lieu of FAR 52.227-14.
252.227-7015	Technical Data — Commercial Items	Applies to Commercial Item purchases at all tiers if technical data is delivered.
252.227-7016	Rights in Bid or Proposal Information	Applies to all subcontracts at all tiers.
252.227-7019	Validation of Asserted Restrictions — Computer Software	
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	For paragraph (c)(1), Note 3 applies.
252.227-7026	Deferred Delivery of Technical Data or Computer Software	
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Note 1 applies to the last sentence.
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Notes 1 and 4 apply.
252.227-7030	Technical Data — Withholding of Payment	Notes 1 applies to (a). Note 4 applies to (b).
252.227-7037	Validation of Restrictive Markings on Technical Data	Applies to all subcontracts at all tiers that require delivery of technical data.
252.227-7038	Patent Rights — Ownership by the Contractor (Large Business)	Applies if (1) Seller is not a small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental or research work.
252.227-7039	Patents — Reporting of Subject Inventions	Applies if FAR 52.227-11 applies.
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles	In paragraph (a), Note 5 applies. In paragraph (b), Note 4 applies.
252.231-7000	Supplemental Cost Principals	
252.232-7017	Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration	Applicable to Small Businesses



Supplemental Government Terms and Conditions (Continued)

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
252.235-7003	Frequency Authorization	Applies to Contracts and all subcontracts involving development, production, construction, testing or operation of a device for which a radio frequency authorization is required.
252.239-7010	Cloud Computing Services	Applies to all subcontracts at all tiers.
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Note 1 applies to paragraph (c).
252.239-7017	Notice of Supply Chain Risk	Note 1 applies.
252.239-7018	Supply Chain Risk	Note 1 applies.
252.242-7005	Contractor Business Systems	
252.242-7006	Accounting System Administration	
252.243-7001	Pricing of Contract Modifications	Applies if this is a fixed-price Contract and costs are a factor in any price adjustment under this Contract.
252.243-7002	Requests for Equitable Adjustment	Applies to Contracts estimated to exceed the Simplified Acquisition Threshold.
252.244-7000	Subcontracts for Commercial Items	
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	
252.245-7002	Reporting Loss of Government Property	
252.245-7003	Contractor Property Management System Administration	
252.245-7004	Reporting, Reutilization, and Disposal	
252.246-7001	Warranty of Data	
252.246-7003	Notification of Potential Safety Issues	Applies if this Contract is for (1) parts identified as critical safety items; (2) systems and subsystems, assemblies, and subassemblies integral to a system; or (3) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Seller shall provide notifications to Company and the ACO and PCO identified to Seller.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Note 3 applies to paragraph (c)(2). Note 5 applies to paragraph (c)(6).
252.246-7008	Sources of Electronic Parts	Applies to Contracts at all tiers for electronic parts or assemblies containing electronic parts unless the Seller is the original manufacturer.
252.247-7023	Transportation of Supplies by Sea	Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. For simplified acquisitions, only paragraphs (a) through (e) of this clause and paragraph (i) apply. For Contracts exceeding the Simplified Acquisition Threshold, the entire clause applies except that in the first sentence of paragraph (g), insert a period after "Contractor" and delete the remainder of the sentence. Paragraph (c) is changed to read "Seller and its subcontractors may request that Company obtain Government authorization for shipment...". In paragraph (d), "45 days" is changed to "60 days". In paragraph (e), change "30 days" to "25 days".
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Applies if the Contract value equals or exceeds the dollar threshold at DFARS 249.7003 (c) where Company is a prime contractor to the Government, or the dollar threshold at DFARS 249.7003 (c) where Company is a subcontractor to the Government. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).

Supplemental Government Terms and Conditions (Continued)

Clause No.	NASA FAR Supplement (NFS) Clause Title	Applicability
1852.203-71	Requirement to Inform Employees of Whistleblower Rights	
1852.204-76	Security Requirement for Unclassified Information Technology Resources	Note 5 applies. In paragraph (f), NASA means "Company and NASA."
1852.208-81	Restrictions on Printing and Duplicating	
1852.211-70	Packaging, Handling, and Transportation	
1852.219-73	Small Business Subcontracting Plans	
1852.219-75	Individual Subcontracting Reports	Applies if FAR 52.219-9 applies to this Contract.
1852.223-70	Safety and Health Measures and Mishap Reporting	Applies if the contract exceeds the Simplified Acquisition Threshold and if the work will be conducted completely or partly on premises owned or controlled by the Government. Note 5 applies.
1852.223-71	Authorization for Radio Frequency Use	Applies if the Contract requires the development, production, test or operation of a device for which a radio frequency is required.
1852.223-72	Safety and Health (Short Form)	Applies to Contracts that exceed the Simplified Acquisition Threshold when work will be conducted completely or partly on Federally-controlled facilities, if NFS 1852.223-73 or FAR 52.236-13, Alt.1 does not apply.
1852.223-73	Safety and Health Plan	Applies to Contracts that exceed the Simplified Acquisition Threshold when work will be conducted completely or partly on Federally-controlled facilities and the safety and health plan will be evaluated in source selection.
1852.223-74	Drug- and Alcohol-Free Workforce	Applies to Contracts exceeding \$5 Million if Work is performed by an employee in a sensitive position as defined in the clause, excluding Contracts for "commercial items".
1852.223-75	Major Breach of Safety or Security	Applies if this Contract exceeds \$500,000, unless waived by contracting officer. Note 5 applies.
1852.225-70	Export Licenses	Applies to all Contracts except those with foreign entities.
1852.227-11	Patent Rights — Ownership by the Contractor	Applies if FAR 52.227-11 applies. Applies if this Contract includes, at any tier, experimental, developmental, or research Work and Seller is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Company Buyer. "Contracting Officer" means "Contracting Officer". "Government" means "Government".
1852.227-14	Rights in Data — General	Applies if FAR 52.227-14 applies. Note 7 applies.
1852.227-19	Commercial Computer Software — Restricted Rights	Applies if FAR 52.227-19 applies. Notes 2 and 7 apply.
1852.227-70	New Technology — Other than a Small Business Firm or Nonprofit Organization	Applies to Contracts to other than small business firms or nonprofit organizations for the performance of experimental, developmental or research work. "Contracting Officer" means "Contracting Officer". "Government" means "Government". Note 6 applies.
1852.227-71	Requests for Waiver of Rights to Inventions	Applies whenever NASA FAR Supplement 1852.227-70 applies to this Contract. Seller's petitions to the Contracting Officer will be made through Company.
1852.227-72	Designation of New Technology Representative and Patent Representative	Applied if this Contract contains either FAR 52.227-11 or NASA FAR Supplement 1852.227-70. Seller shall contact Company's Buyer to identify the cognizant Government representative if not specified in the Contract terms.

Supplemental Government Terms and Conditions (Continued)

Clause No.	NASA FAR Supplement (NFS) Clause Title	Applicability
1852.228-76	Cross-Waiver of Liability for International Space Station Activities	Applies if the Contract exceeds the Simplified Acquisition Threshold. Applies if the work is performed in support of "Protected Space Operations" as that term is defined in this clause.
1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station	Applies if the Contract exceeds the Simplified Acquisition Threshold. Applies if the work is performed in support of "Protected Space Operations" as that term is defined in this clause.
1852.231-71	Determination of Compensation Reasonableness	Applies if the Contract is a (1) service contract, and (2) cost reimbursable or non-competitive fixed price in excess of the threshold for certified cost or pricing data.
1852.237-71	Pension Portability	Applies if this Contract is for services and meets the conditions of paragraph (b) of the clause.
1852.237-72	Access to Sensitive Information	
1852.237-73	Release of Sensitive Information	
1852.242-71	Travel Outside of the United States	Applies to cost reimbursement contracts if the Contract requires travel to locations outside of the U.S. that will be charged direct to the Contract. Substitute "45 days" for "30 days" in the clause.
1852.242-72	Denied Access to NASA Facilities	Applies if Work will be performed at a NASA installation.
1852.242-73	NASA Contractor Financial Management Reporting	Applies when NASA Form 533 reports are required.
1852.244-70	Geographic Participation in the Aerospace Program	Applies to research and development Contracts of \$100,000 or more that will be performed in the U.S.
1852.245-70	Contractor Requests for Government-Furnished Property	
1852.245-72	Liability for Government Property Furnished for Repair or Other Services	Note 3 applies except to the first time "Government" appears in paragraph (b).
1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors	Required reports shall be submitted to Company no later than October 10th. Note 4 applies to (c)(4).
1852.245-74	Identification and Marking of Government Equipment	Applies to all Contracts that require delivery of equipment to the Government. All communications shall be through the Company Buyer.
1852.246-73	Human Space Flight Item	Applies if this Contract is for human space flight hardware or flight-related equipment.
1852.246-74	Contractor Counterfeit Electronic Part Detection and Avoidance	Note 1 applies to paragraph (c).
1852.247-71	Protection of the Florida Manatee	Applies to Contracts when deliveries or vessel operations, dockside work, or disassembly functions will involve use of waterways inhabited by manatees, as described in the clause.

Supplemental Government Terms and Conditions (Continued)

Clause No.	Department of Energy Acquisition Regulation (DEAR) Clause Title	Applicability
Throughout this section, the terms Government, the Department, the Department of Energy and DOE shall have the same meaning.		
952.203-70	Whistleblower Protection for Contractor Employees	Applies to all subcontracts at all tiers.
952.204-2	Security Requirements	Applies in lieu of FAR 52.204-2 if Seller's employees require access to classified information.
952.204-70	Classification/Declassification	Applies if the Contract involves classified information.
952.204-71	Sensitive Foreign Nations Controls	Applies if this Contract involves unclassified research which may involve making information about nuclear technology available to certain sensitive foreign nations as indicated in DOE Order 142.3 or its successor. In paragraph (a), substitute "40 days" for "60 days" in the second sentence.
952.204-77	Computer Security	Applies if Seller will have access to computers owned, leased or operated on behalf of the DOE.
952.208-70	Printing	
952.209-72	Organizational Conflicts of Interest	Includes Alt 1. Applies if this Contract exceeds the Simplified Acquisition Threshold and is for advisory and assistance services. In paragraph (c)(1), substitute "Company" for "The Department" and in paragraph (c)(2), substitute "Company" for "DOE". Note 3 applies in paragraph (f) of Alt. 1. Note 3 applies.
952.223-71	Integration of Environment, Safety, and Health into Work Planning and Execution	Applies to all subcontracts for work to be performed at a Government-owned or leased facility.
952.225-71	Compliance with Export Control Laws and Regulations (Export Clause)	
952.226-74	Displaced Employee Hiring Preference	Applies to Contracts expected to exceed \$500,000 value excluding commercial items pursuant to 41 U.S.C. 403.
952.227-9	Refund of Royalties	Applies if the amount of royalties reported exceeds \$250
952.227-11	Patent Rights — Retention By The Contractor (Short Form)	Applies in lieu of FAR 52.227-11 if the Contract includes, at any tier, experimental, developmental, demonstration or research work to be performed by a small business firm or domestic non-profit organization.
952.227-13	Patent Rights — Acquisition by the Government	Applies if this Contract is for experimental, developmental, demonstration or research work and Seller is other than a small business firm or domestic non-profit organization except where the work of the Contract is subject to Exceptional Circumstances Determination by DOE.
952.227-14	Rights in Data — General. (DOE Coverage – Alts. VI and VII)	This clause supplements FAR 52.227-14.
952.227-82	Rights to Proposal Data	This clause applies in lieu of FAR 52.227-23.
952.250-70	Nuclear Hazards Indemnity Agreement	Applies if this Contract involves the risk of public liability, as defined by the Atomic Energy Act and described in paragraph (d)(2). This clause is not applicable if the Seller is subject to Nuclear Regulatory Commission (NRC) financial protection requirements or NRC agreements of indemnification.