

## SUPPLEMENTAL PROVISIONS TO CELESTICA'S STANDARD PURCHASING TERMS AND CONDITIONS FOR PURCHASE ORDERS OR SUBCONTRACTS UNDER A U.S. GOVERNMENT PRIME CONTRACT - NON-COMMERCIAL ITEMS (FAR PART 15)

**ADDITIONAL GOVERNMENT PROVISIONS.** When materials, products, goods or services, including products resulting from services hereby ordered, are for use in connection with a United States Government prime contract or higher-tier subcontract, the following provisions shall apply as required, by the terms of the prime contractor by operation of law or regulation, in addition to Celestica's Standard Purchasing Terms and Conditions. In the event of a conflict between these FAR or DFARS supplemental provisions and Celestica's Standard Purchasing Terms and Conditions, these FAR and DFARS supplemental provisions shall control. The provisions set forth below are applicable to the order (referred to herein as "order" or "contract") and Seller shall include such provisions that by its terms is required to be included in lower-tier subcontracts and purchase orders, in all subcontracts or purchase orders that it issues. Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage, or expense resulting from Seller's failure to include a required clause in its subcontracts and purchase orders.

**A. COST OR PRICING DATA.** If Buyer was required to submit certified cost or pricing data, Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage or expense resulting from Seller's failure to provide Buyer or the Government with accurate and complete cost or pricing data. FAR 52.215-12 and 52.215-13 as implemented in Section K, below shall apply if Seller is required to submit certified cost or pricing data.

**B. COST ACCOUNTING STANDARDS.** As applicable to Seller, and unless the face of this order indicates it is exempt from Cost Accounting Standards provisions, the following provisions apply:

1. Cost Accounting Standards 52.230-2
2. Disclosure and Consistency of Cost Accounting Practices 52.230-3
3. Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns – 52.230-4
4. Administration of Cost Accounting Standards 52.230-6

In accordance with the applicability criteria in the FAR Appendix, 48 CFR Chapter 99, Seller shall comply with the provisions of FAR clause 52.230-2 "Cost Accounting Standards" (Jun-2020) (excluding subparagraph (b)), or FAR clause 52.230-3, "Disclosure and Consistency of Cost Accounting Practices" (Jun-2020) (excluding subparagraph (b) thereof); provided, however, that in lieu of submission of a Disclosure Statement to Buyer as may be required by either of said clauses, Seller may, as appropriate, submit a Certificate of Previously Submitted Disclosure Statement or a Certificate of Submittal of Disclosure Statement Containing Privileged Information as contained in Buyer's form approved for that purpose.

2. Seller shall comply with the provisions of FAR clause 52.230-6 "Administration of Cost Accounting Standards" (Jun 2010).

3. The Cost Accounting Standards applicable shall be those in effect on the date of the order or the date of final agreement on price as shown on Seller's "Certificate of Current Cost or Pricing Data" if applicable, whichever is earlier.

4. Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to comply with any of the foregoing provisions.

**C. DISPUTES.** All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of this Contract as directed by Buyer. If a dispute relates to a matter that would give Buyer recourse against the Federal Government or a Prime Contractor under its contracts, the following provisions shall apply:

1. Seller will give Buyer a fully supported written claim within ninety (90) days after the claim accrues, but no later than final payment under the order. Seller will fully cooperate with Buyer in prosecuting any such dispute and will be bound by the outcome unless Buyer discontinues its prosecution of the dispute or does not afford Seller an opportunity to continue to prosecute the dispute in Buyer's name.

2. For any claim that exceeds \$100,000, Seller shall provide a certification in the form and signed by the appropriate official of the Seller as set forth in the "Disputes" clause, FAR 52.233-1 (May 2014), as directed by Buyer.

3. Seller shall indemnify and hold harmless Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Seller in connection with this order.

**D. APPLICABLE LAW.** In addition to the provision at Section 25, Applicable Law of Celestica's Standard Purchasing Terms and Conditions, the following shall also apply: This order shall be governed by and construed in accordance with the laws of U.S. Government contracts as set forth by statute and applicable regulations and by decisions of the appropriate courts and Boards of Contract Appeals.

**E. SELLER BUSINESS PRACTICES AND RESPONSIBILITY.** The provisions in FAR Parts 3 and 9 require persons doing business with the Federal Government to comply with certain laws and regulations. Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to comply with any of the requirements of those laws and regulations.

### F. CERTIFICATIONS.

1. If the value of the order exceeds \$3,500, Seller shall submit the following certifications and representations:

- 52.219-1, Small Business Programs Representations (**Nov 2020**)
- 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

2. If the value of the order exceeds \$35,000, Seller shall submit the following certifications and representations:

- 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020)

3. If the value of the order exceeds \$150,000, Seller shall submit the following certifications and representations:

- 52.209-5, Certification Regarding Responsibility Matters (Aug 2020)
- 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
- 52.204-5, Women-Owned Business (Other Than Small Business) (Oct 2014)

4. Seller shall submit the following certification for all orders at the time of submission of its offer/quote:

- 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification (May 2014)
- 52.223-4 Recovered Material Certification (May 2008)
- 52.225-2, Buy American Act Certificate (Feb 2021)
- 52.225-6, Trade Agreements Certificate (May 2014)
- 52.225-7000, Buy American—Balance Of Payments Program Certificate—Basic (Nov 2014)

5. Seller acknowledges that Buyer will rely upon Seller's certifications and representations contained herein and in any written offer, proposal or quote, or company profile submission, which results in

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award of a contract to Seller. By entering into such contract, Seller republishes the certifications and representations submitted with its written offer and/or made annually, including company profile information, and oral offers/quotations made at the request of Buyer. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.

6. Seller shall provide immediate written notice to Buyer if Seller learns that its certification was erroneous when submitted, or has become erroneous through changed circumstances. Seller shall indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to provide accurate certifications. Seller shall provide immediate notification and obtain prior written approval from Buyer prior to changing the place of manufacture of any end product.

**G. AMENDMENTS REQUIRED BY PRIME CONTRACT.** Seller agrees that upon request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contractor with the provisions of amendments to 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 this Contract.

**H. COMMUNICATION WITH CELESTICA CUSTOMER.** Buyer shall be solely responsible for all liaison and coordination with Buyer's customer, including the U.S. Government, as it affects the applicable prime contract, this Contract, and any related contract.

**I. ELECTRONIC CONTRACTING.** The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on basis that this Contract or acknowledgement contains an electronic signature.

**J. PRESERVATION OF THE GOVERNMENT'S RIGHTS.** If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer acting on its own behalf, may modify or limit any rights the Government may have to authorize Supplier's use of such Furnished Items in support of other U.S. Government prime contracts.

**K. ADDITIONAL GOVERNMENT CLAUSES.**

1. As used herein, "FAR" shall mean the Federal Acquisition Regulation, "DFARS" shall mean the Department of Defense Supplement to the FAR, "NASA" shall mean the National Aeronautics and Space Administration, "NFS" shall mean the NASA Supplement to the FAR, "DOE" shall mean the Department of Energy, "DEARS" shall mean the DOE Supplement to the FAR, "DHS" shall mean the Department of Homeland Security, "HSAR" shall mean the DHS Supplement to the FAR. Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which the order is issued; however, if Buyer does not enter into a contract with its customer until after the date of the order, such clauses are those in effect on the date of the order and Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer. The applicable Government clauses are the FAR and DFAR clauses cited unless the order indicates that the order is placed under a NASA, DOE or DHS prime or higher-tier subcontract, in which event the FAR and NFS, DEARS or HSAR, respectively, are applicable.

2. In all such clauses, unless otherwise specified, "the contract" shall mean the order, "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this order and to perform its

obligations under its Government prime contractor lower-tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean Seller's lower-tier subcontract(s) and subcontractor(s), respectively.

**L. ADDITIONAL U.S. GOVERNMENT PROVISIONS**

**INCORPORATED BY REFERENCE.** The following provisions are applicable to and made part of this Contract as if fully set forth herein. In addition, Seller shall include in all subcontracts and purchase orders that it issues, any clause that by its terms is required to be included in lower-tier subcontracts and purchase orders. Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage or expense resulting from Seller's failure to include a required clause in its subcontracts and purchase orders.

**The following FAR, DFAR, NFS, DEAR HSAR clauses apply:**

**APPLICABLE TO PURCHASE ORDERS WITHOUT REGARD TO DOLLAR VALUE:**

Gratuities	Apr-84	52.203-3	
Covenant Against Contingent Fees	May-14	52.203-5	
Restrictions on Subcontractor Sales to the Government	Sep-06	52.203-6	
Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity		52.203-8	
Price or Fee Adjustment for Illegal or Improper Activity	May-14	52.203-10	
Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009	Jun-10	52.203-15	Only applicable if order is funded with AARA funds
Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).	Jan-17	52.203-19	
Security Requirements	Mar-21	52.204-2	Applicable to Orders that involve access to classified information. Any reference to the Changes clause is excluded
Personal Identity Verification of Contractor Personnel (Jan 2011)	Jan-11	52.204-9	Applicable only if Seller has physical access to a federally controlled facility
Commercial and Government Entity Code Maintenance		52.204-18	Applicable to all Orders that include clause 52.204-2, Security Requirements



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Basic Safeguarding of Covered Contractor Information Systems	Jun-16	52.204-21	Applicable only when DPAS rating is on face of order.	(DEVIATION 2018-00015)			
Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Jul-18	52.204-23		Facilities Capital Cost of Money	Jun-03	52.215-16	Applicable only if this Contract is subject to the Cost Principles at FAR 31.2 and the Seller has proposed facilities capital cost of money in its offer.
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Aug-20	52.204-24		Waiver of Facilities Capital Cost of Money	Oct-97	52.215-17	Applicable only if this Contract is subject to the Cost Principles at FAR 31.2 and the Seller did not propose facilities capital cost of money in its offer.
Prohibition on Contracting for Certain Telecommunications and Video Surveillance Service or Equipment	Aug-20	52.204-25		Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (	Jul-05	52.215-18	Subcontracts for which it is anticipated that certified cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
Prohibition on a ByteDance Covered Application	Aug-23	52.204-27		Notification of Ownership Changes	Oct-97	52.215-19	Subcontracts for which it is anticipated that certified cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
Economic Purchase Quantity-Supplies		52.207-4		Requirements for Certified Cost or Pricing Data or Information other than Cost or Pricing Data Including Alternate II	Oct-10	52.215-20	Subcontracts, including subcontracts for the acquisition of commercial items if it is reasonably certain that certified cost or pricing data or data other than certified cost or pricing data will be required.
Material Requirements	Aug-00	52.211-5	Subcontracts for supplies that are not commercial items.	Requirements for Certified Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications	Jun-20	52.215-21	Subcontracts for which it is anticipated that certified cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
Defense Priority and Allocation Requirements	Apr-08	52.211-15	Applicable only when DPAS rating is on face of order.	Notice to the Government of Labor Disputes	Feb-97	52.222-1	
Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services	Jun-2016	52.212-5		Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts)	Aug-18	52.222-43	
Audit and Records— Negotiation & Alt. I	Jun-20 Mar-09- Alt. I	52.215-2	Subcontracts except those for non-commercial items that exceed the simplified acquisition threshold if required to submit certified cost or pricing data in connection with any pricing action relating to this subcontract	Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment	May-14	52.222-44	
Price Reduction for Defective Cost or Pricing Data	Aug-11	52.215-10	Subcontracts when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor.	Combating Trafficking in Persons	Oct 2020	52.222-50	
Price Reduction for Defective Cost or Pricing Data - Modifications	Jun-20	52.215-11	Subcontracts when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor for the pricing of contract modifications				
Subcontractor Certified Cost or Pricing Data – Modifications &	Jun-20 & May-18	52.215-13	Subcontracts when the clause prescribed in 52.215-11, Price Reduction for Defective Certified Cost or Pricing Data - Modifications is included				



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Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements	May 2014	52.222-53		Restrictions on Certain Foreign Purchases	Feb-2021	52.225-13	
Minimum Wages Under Executive Order 13658	Nov-2020	52.222-55	Applicable to the Service Contract Labor Standards statute and are to be performed in whole or in part in the United States.	Contractors Performing Private Security Functions Outside the United States	Oct-16	52.225-26	
Paid Sick Leave Under Executive Order 13706	Jan-17	52.222-62	Applicable to the Service Contract Labor Standards statute	Authorization and Consent	Jun-20	52.227-1	
Hazardous Material Identification and Material Safety Data	Jan -97	52.223-3 & ALT I	Applicable only if Seller is to perform on a federal facility	Notice and Assistance Regarding Patent and Copyright Infringement	Jun-20	52.227-2	
Pollution Prevention and Right to Know Information	May-11	52.223-5	Applicable to Suppliers performing on a U.S. Federal facility	Patent Indemnity		52.227-3	
Notice of Radioactive Materials	Jan-97	52.223-7	Applicable to all contracts for radioactive materials meeting the criteria in paragraph (a) of this clause.	Refund of Royalties	Apr-84	52.227-9	Applicable if amount of royalties reported by Seller during negotiations exceeds \$250
Ozone Depleting Substances	Jun-16	52.223-11		Filing of Patent Applications – Classified Subject Matter	Dec-07	52.227-10	Applicable if amount of royalties reported by Seller during negotiations exceeds \$250
Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	Jun-16	52.223-11	Subcontracts that include the maintenance, service, repair, or disposal of refrigeration equipment, such as refrigerators, chillers, or freezers; or air conditioners, including air conditioning systems in motor vehicles	Patent Rights – Ownership by the Contractor	May-14	52.227-11	Applicable, and suitably modified, only if: (1) the contract is for experimental, development, or research work and Seller is a small business or nonprofit organization; or (2) the contract is for experimental, development or research work where the patent rights clause at FAR Subpart 27.3 is required.
Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020	52.223-18		Patent Rights – Ownership by the Government	Dec-07	52.227-13	Applicable and suitably modified in all contracts regardless of tier, for experimental, development, or research work.
Privacy Act	Apr-84	52.224-2	Applicable only when supplier provided with data pertaining to individuals	Rights in Data General	May-14	52.227-14	Applicable if this order is placed under a Government contract or subcontract other than DoD, NASA or DOE contracts and subcontracts.
Privacy Training	Jan-17	52.224-3 & Alt. 1		Additional Data Requirements	Jun-87	52.227-16	Applicable if this order is placed under a Government contract or subcontract other than DoD, NASA or DOE contracts and subcontracts.
Buy American Act – Supplies	Jan-2021	52.225-1		Rights in Data – Special Works	Dec-07	52.227-17	Applicable if this order is primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's internal use, or when there is a specific need to limit distribution and use of the data and/or to obtain indemnity for liabilities that may arise out of the content,
Trade Agreements	OCT-2019	52.225-5	Applicable when Seller shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."				



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			performance, or disclosure of the data.	Subcontracts for Commercial Items	Nov-2020	52.244-6	
Rights in Data – Existing Works	Dec-07	52.227-18	Applicable if the order is exclusively for the acquisition, without modifications, of existing audiovisual and similar works of the type set forth in FAR 27.405(b).	Government Property	Jan-2017	52.245-1	Applicable when government property provided to Seller under a T&M or Fixed Price Negotiated order
Commercial Computer Software License	Dec-07	52.227-19	Applicable if the order is placed under a Government-Restricted Rights contract or subcontract other than DoD contracts and subcontracts.	Government Property Alternate I	Apr-12	52.245-1 Alt I	Applicable when government property provided to Seller under FP competitive order
Workers' Compensation Insurance (Defense Base Act)	Jul-14	52.228-3	Applicable if this order is to be performed outside the United States.	Government Property Installation Operation Services	Apr-12	52.245-2	Applicable when Seller to perform on government installation with government property
Workers' Compensation and War-Hazard Insurance Overseas	Apr-84	52.228-4	Applicable if this order is to be performed outside the United States.	Use and Charges	Apr-12	52.245-9	Applicable when 52.245-1 or 52.245-2 applies
Insurance – Work on a Government Installation	Jan-97	52.228-5	Applicable to orders where work to be performed on a Government installation	Contractor Inspection Requirements		52.246-1	
Cost Accounting Standards Notices and Certification	Jun-20	52.230-1	Subcontracts subject to CAS as specified in 48 CFR 9903.201 (FAR Appendix).	Inspection of Supplies - Fixed Price		52.246-2	Applicable to all fixed-price Orders for supplies, or services.
Cost Accounting Standards Notices and Certification - (DEVIATION 2018-O0015)	May-18	52.230-1	Subcontracts subject to CAS as specified in 48 CFR 9903.201 (FAR Appendix).	Higher-Level Contract Quality Requirements (	Dec-14	52.246-11	Subcontracts when the conditions listed in paragraph (b) of the clause apply. (a) ISO 9001 Latest Version
Providing Accelerated Payments to Small Business Subcontractors	Dec-13	52.232-40	Applicable to small businesses where Buyer's prime contract provides for accelerated payments.	Responsibility for Supplies		52.246-16	
Protest After Award & ALTERNATE I	May-2014	52.233-1	Alternate I applicable if cost reimbursement order	Preference for U.S.-Flag Air Carriers	Jun-2003	52.247-63	Applicable to orders that involve international air transportation
Industrial Resources Developed Under Defense Production Act Title III	Sep-16	52.234-1		Preference For Privately Owned U.S.-Flag Commercial Vessels & Alternate (1)	Feb-06 ALT I Apr 2003	52.247-64 & ALT 1	Applicable to orders that involve international ocean transportation
Protection of Government buildings equipment and vegetation	Apr-84	52.237-2	Applicable to orders where work to be performed o	Termination for Convenience of the Government" (Fixed-Price)		52.249-2	
Indemnification and Medical Liability Insurance	Jan-97	52.237-7	Applicable to orders for healthcare services	Default (Fixed-Price Supply and Service)"		52.249-8	
Stop-Work Order Alt 1	Aug-89	52.242-15		Excusable Delays	Apr-84	52.249-14	Applicable if order is Cost Reimbursement, T&M, Labor Hour. In (a) (2) delete "or contractual".
Government Delay of Work	Apr-84	52.242-17		Requirements to Inform Employees of Whistleblowers Rights	Sep-13	252.203-7002	
				Display of Fraud Hotline Poster(s)	Aug-2019	252.203-7004	



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Disclosure of Information	Oct-16	252.204-7000		Prohibition of Hexavalent Chromium	Jun-13	252.223-7008	Applicable to all orders including paragraph (d), in all orders for supplies, maintenance and repair services, or construction materials.
Compliance with safeguarding covered defense information controls.	Oct-16	252.204-7008		Buy American Act and Balance of Payments Program	Dec-2017	252.225-7001	
Safeguarding of Unclassified Controlled Technical Information	Dec-19	252.204-7012	All subcontracts, including subcontracts for the acquisition of commercial items, except for subcontracts solely for the acquisition of COTS items.	Qualifying Country Sources as Subcontractors	Dec-2017	252.225-7002	
Disclosure of Information to Litigation Support Contractors	May-16	252.204-7015		Report of Intended Performance Outside the United States and Canada – Submission with Offer	Oct-15	252.225-7003	Applicable when Seller intends to perform work outside the U.S.
Prohibition on Acquisition of Covered Defense Telecommunications Equipment or Services	Jan-2021	252.204-7018		Report of Intended Performance Outside the United States and Canada – Submission after Award	Oct-15	252.225-7004	Applicable when Seller intends to perform work outside the U.S.
NIST SP 800-171 DoD Assessment Requirements	Nov-2020	252.204-7020	Applicable to all Orders, including those using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for those that are solely for the acquisition of COTS items	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	Dec-2018	252.225-7007	Applicable to any supplies or services covered by the United States Munitions List that are delivered under this order may not be acquired, directly or indirectly from a Communist Chinese military company.
Intent to Furnish Precious Metals as Government-Furnished Materials	Dec-91	252.208-7000	All subcontracts, including subcontracts for the acquisition of commercial items unless the item being purchased contains no precious metals or is at or below the simplified acquisition threshold.	Restriction on Acquisition of Specialty Metals	Mar-13	252.225-7008	Applicable if the work to be furnished contains specialty metals.
Requirement for Submission of Data Other Than Certified Cost or Pricing Data - Modifications-Canadian Commercial Corporation	Oct-13	252.215-7004	Applicable to orders involving ammunition or explosives	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Dec-2019	252.225-7009	Applicable to orders for items containing specialty metals as follows: (1) Modify paragraph (c)(6) of this clause as necessary to facilitate management of the minimal content exception; (2) Exclude paragraph (d) of this clause; and (3) Include this paragraph).
Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data		252.215-7010		Commercial Derivative Military Article— Specialty Metals Compliance Certificate	Jul-09	252.225-7010	Applicable when 252.225-7009 is applicable
Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	Sep-99	252.223-7007	Applicable to orders involving: (1) the development, production, manufacture, or purchase of arms, ammunition, or explosives (AA&E); or (2) the provision of AA&E as Government-Furnished Property. Include the substance of this paragraph (d), in all Contracts for supplies, maintenance and repair services, or construction materials.	Duty Free Entry	Apr-2020 & Jul-2020	252.225-7013 & 252.225-7013 (DEVIATION 2020-000019)	
				Restriction on Acquisition of Hand or Measuring Tools	Jun-15	252.225-7015	Applicable if Seller providing hand or measuring tools



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Restriction on Acquisition of Ball and Roller Bearings	Jun-11	252.225-7016	Applicable if Seller providing ball or roller bearings	Export Controlled Items	Jun-13	252.225-7048	All subcontracts, including subcontracts for the acquisition of commercial items.
Trade Agreements	Sep-2019	252.225-7021 & (DEVIATION 2020-000019)	Seller shall deliver under this Contract only U.S.-made, qualifying country, or designated country end products unless— (1) In its offer, the Seller specified delivery of other non-designated country end products in the Trade Agreements Certificate provision of the solicitation; and (2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or (ii) A national Interest waiver has been granted.	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	Oct-2020	252.225-7052	
Restriction on Acquisition of Forgings	Oct-2020	252.225-7025	Applicable to orders for forging items.	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region—Certification	Dec-22	252.225-7059	
Exclusionary Policies and Practices of Foreign Governments	Apr-03	252.225-7028	Applicable if the order involves supplies and services for international military education training and Foreign Military Sales (FMS).	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems.		252.225-7972	
Restriction on Acquisition of Carbon, Alloy, and armor Steel Plate	Dec-06	252.225-7030	Applicable if order includes carbon, alloy or armor steel plate	Rights in Technical Data – Noncommercial Items	Apr-2020	252.227-7013	Applicable if this order includes delivery of technical data
Secondary Arab Boycott of Israel	Jun-05	252.225-7031		Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Feb-14	252.227-7014	Applicable if this order includes delivery of noncommercial software and related data.
Restriction on Acquisition of Air Circuit Breakers		252.225-7038		Technical Data-Commercial Items	Feb-14	252.227-7015	All subcontracts, including subcontracts for the acquisition of commercial items requiring the delivery of technical data for a commercial item, component, or process.
Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	Oct-15	252.225-7040	Applicable to orders where Seller personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in: (1) contingency operations; (2) humanitarian or peacekeeping operations; (3) other military operations; or (4) military exercises designated by the Combatant Commander.	Rights in Bid or Proposal Information	Jan-11	252.227-7016	
Antiterrorism/Force Protection for Defense Contractors Outside the United States	Jun-15	252.225-7043	Applicable to all orders that require performance or travel outside the United States.	Identification and Assertion of Use, Release, or Disclosure Restrictions	Jan-11	252.227-7017	Applicable if this order includes delivery of technical data or software.
Exports by Approved Community Members in Performance of the Contract	Jun-13	252.225-7047	All subcontracts, including subcontracts for the acquisition of commercial items that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract. "Qualifying defense articles" means defense articles that are not exempt from the scope of the DTC Treaties as defined in 22 CFR 126.16(g) and 22 CFR 126.17(g).	Rights in Noncommercial Technical Data and Computer Software-- Small Business Innovation Research (SBIR) Program	Feb-14	252.227-7018	Use when any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under SBIR contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties.
				Validation of Asserted Restrictions -- Computer Software	Sep-16	252.227-7019	Applicable if this order includes delivery of software.
				Government Rights (Unlimited)		252.227-7022	
				Drawings and Other Data Become Property of Government		252.227-7023	

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Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	May-13	252.227-7025	Applicable if Government or Buyer has provided Seller with technical data or software that is marked with another contractor's restrictive legend.	Prohibition on Interrogation of Detainees by Contractor Personnel	Jun-13	252.237-7010	All subcontracts, including subcontracts for commercial items that may require subcontractor personnel to interact with detainees in the course of their duties
Deferred Delivery of Technical Data or Computer Software	Apr-88	252.227-7026	Applicable if this order includes delivery of technical data or software.	Cloud Computing Services	Oct-16	252.239-7010	All Subcontracts, including subcontracts for the acquisition of commercial items for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301
Deferred Ordering of Technical Data or Computer Software	Apr-88	252.227-7027	Applicable If this order includes delivery of technical data or software.	Telecommunications Security Equipment, Devices, Techniques, and Services		252.239-7016	
Technical Data or Computer Software Previously delivered to the Government	Jun-95	252.227-7028	Applicable if this order includes delivery of technical data or software. The definitions for "contract" and "subcontract" shall not apply here, except for the first reference to contract.	Supply Chain Risk	Feb-2019	252.239-7018	
Technical Data – Withholding of Payment	Mar-00	252.227-7030	Applicable if this order includes delivery of technical data.	Pricing of Contract Modifications	Dec-91	252.243-7001	
Rights in Shop Drawings		252.227-7033		Subcontracts for Commercial Items and Commercial Components	Jan-2021	252.244-7000	This order also includes in addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the clauses identified herein and incorporated by reference herein.
Validation of Restrictive Markings on Technical Data	Sep-16	252.227-7037	Applicable if this order includes delivery of technical data.	Reporting Loss of Government Property	Jan-21	252.245-7002	Subcontracts, including subcontracts for the acquisition of commercial items containing the clause at FAR 52.245-1, Government Property
Patent Rights – Ownership by the Contractor (Large Business)	Jun-12	252.227-7038	Applicable to large businesses only.	Contractor Property Management System Administration	Apr-12	252.245-7003	Subcontracts, including subcontracts for the acquisition of commercial items containing the clause at FAR 52.245-1, Government Property
Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	Nov-2019	252.228-7005		Warranty of Data & Alternate (1)	Mar-14	252.246-7001 and Alt I	
Supplemental Cost Principles	Dec-91	252.231-7000		Notification of Potential Safety Issues	Jun-13	252.246-7003	
Accelerating Payments to Small Business Subcontractors – Prohibition on Fees and Consideration	Apr-2020	252.232-7017	Subcontracts, including subcontracts for the acquisition of commercial items with small business concerns where Honeywell's prime contract provides for accelerated payments	Contractor Counterfeit Electronic Part Detection and Avoidance System	Aug-16	252.246-7007	Applicable to all orders for electronic parts or assemblies containing electronic parts.
Frequency Authorization Basic	Mar-14	252.235-7003	Applicable if radio frequency authorization required.	Sources of Electronic Parts	May-2018	252.246-7008	Applicable to orders that are for electronic parts or assemblies containing electronic parts, unless the Seller is the original manufacturer.
Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	Jun-13	252.236-7013	Applicable to orders that involve the acquisition of steel as a construction material.	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to Cost Bearer	Jun-13	252.247-7003	Applicable to orders s with motor carriers, brokers, or freight forwarders.
				Government Property Basic Clause	Apr-2019	3.10-3-2	Applicable when the Government furnished property (GFP) is also



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			referred to as Federal Aviation Administration (FAA) Furnished Property.	Contractor (Short Form)			
3.10.3-2 Alternate I Government Property Basic Clause	Oct-2018	3.10.3-2	Applicable to all Screening Information Requests (SIRs) and orders that are fixed price and include property.	Patent Rights – Acquisition by the Government	Sep-97	952.227-13	
3.10.3-2 Alternate II Government Property Basic Clause	Oct-2018	3.10.3-2	Applicable to all Screening Information Requests (SIRs) and orders that are cost, labor hour, or time and material and include property.	Rights in Data – (Department of Energy Coverage Alternatives VI and VII)	Feb-98	952.227-14	
Reciprocal Waiver of Claims Requirements	Feb-11	14 CFR 440.17(b) and (c)	Applicable to all FAA order activities regardless of dollar value when included in Buyer's customer contract	Rights to Proposal Data	Apr-94	952.227-82	
Whistleblower Protection for Contractor Employees	Dec-00	952.203-70		Nuclear Hazards Indemnity Agreement	Aug-16	952.250-70	
Classification/Declassification	Sep-97	952.204-70	If this Contract involves access to classified materials	Requirement to Inform Employees of Whistleblower Rights		1852.203-71	
Sensitive Foreign Nations Controls (	Mar-11	952.204-71	All	Security Requirements for Unclassified Information Technology Resources	Jan-11	1852.204-76	Applicable to all orders that include the process, management, access or storage of NASA Electronic Information.
Facility Clearance	Aug-16	952.204-73	All	Restrictions on Printing and Duplicating	Nov-04	1852.208-81	
Computer Security	Aug-06	952.204-77	Subcontracts for which access to computers owned, lease or operated on behalf of the DoE will be provided.	Packaging, Handling and Transportation	Sep-05	1852.211-70	Applicable if the items will be components of deliverable Class, I, II or III items
Printing	Apr-84	952.208-70		Business Subcontracting Reporting	Apr-15	1852.219-75	Applicable if FAR 52.219-9 applies to this order.
Organizational Conflicts of Interest	Aug-09	952.209-72	Subcontracts expected to exceed the simplified acquisition threshold and involving the performance of advisory and assistance services.	Frequency Authorization	Apr-15	1852.223-71	
Priorities and Allocations for Energy Programs – Solicitation	Apr-08	952.211-70	Applicable to all solicitations in support of DOE atomic energy programs.	Safety and Health Plan	Jul-15	1852.223-73	Applicable if 1852.223-70 applies to this order.
Priorities and Allocations for Energy Programs – Contracts	Apr-08	952.211-71	Applicable to all orders placed in support of DOE atomic energy programs.	Drug and Alcohol-Free Workplace	Nov-15	1852.223-74	Applicable to orders in which work is performed by an employee in a sensitive position; except contracts for Commercial items.
Compliance with Export Control Laws and Regulations	Nov-15	952.225-71	All	Export Licenses	Feb-00	1852.225-70	
Patent Rights – Retention by the	Mar-95	952.227-11	All suitably modified.	Patent Rights – Retention by the Contractor (Short Form)	Apr-15	1852.227-11	Applicable to orders that include experimental, development, research, design, or engineering work to be performed by other than a small business or nonprofit organization.
				Rights in Data - General	Apr-15	1852.227-14	Applicable if this order includes delivery of



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			technical data or software.
Commercial Computer Software- Restricted Rights	Jul-97	1852.227-19	Applicable if this order includes delivery of technical data or software.
New Technology	Apr-15	1852.227-70	Applicable if unless Seller is a small business where contract performance will be conducted in the United States, its possessions, or Puerto Rico and has as purpose the performance of experimental, developmental, research, design, or engineering work.
Requests for Waiver of Rights to Inventions	Apr-15	1852.227-71	Applicable wherever NASA FAR 1852.227-70 applies. Seller's petitions to the Contracting Officer shall be made through the Buyer Procurement Representative.
Designation of New Technology Representative and Patent Representative	Apr-15	1852.227-72	Applicable if FAR 52.227-11 or 1852.227-70 applies
Invention Reporting and Rights – Foreign	Apr-15	1852.227-85	Applicable to all orders Buyer awards under its prime contract where the performance of research, experimental design, engineering, or developmental work is contemplated for which the work is to be performed outside the United States, its possessions, and Puerto Rico by contractors that are not domestic firms.
Commercial Computer Software – License	Apr-15	1852.227-86	
Cross-Waiver of Liability for International Space Station Activities	Oct-12	1852.228-76	Applicable to all NASA orders involving Space Station activities regardless of dollar value when included in Buyer's customer contract.
Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station	Oct-12	1852.228-78	Applicable to all NASA orders involving activities unrelated to the International Space Station activities regardless of the dollar value when included in the Buyer's customer contract.
Determination of Compensation Reasonableness	Apr-15	1852.231-71	Applicable if this order is (1) Service contract, and (2) Cost Reimbursement or non-competitive fixed price in excess of \$500,000.
Pension Portability	Jan-97	1852.237-71	Applicable if this order is for services and meets the conditions of paragraph (b) of the clause.
Access to Sensitive Information	Jun-05	1852.237-72	Applicable if this order requires access to sensitive information.

Release of Sensitive Information	Jun-05	1852.237-73	Applicable to orders that require the release of sensitive information.
Information Technology System Supply Chain Risk Management (DEVIATION)	Jan-20	1852.239-74	All subcontracts involving the development or delivery of any IT system, or components thereof.
Travel Outside of the United States	Dec-88	1852.242-71	Applicable if this order requires travel to locations outside the United States that will be charged directly to the Contract. Substitute "45 days" for "30 days" in the clause. Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" though out this clause.
Denied Access to NASA Facilities	Oct-15	1852.242-72	
NASA Contractor Financial Management Reporting	Nov-04	1852.242-73	Substitute "Buyer Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" though out this clause.
Financial Reporting of NASA Property in Custody of Contractors	Jan-17	1852.245-73	
Identification and Marking of Government Equipment	Jan-11	1852.245-74	
Human Space Flight Item	Mar-97	1852.246-73	Applicable if this order is for human space flight hardware of flight related equipment.

**APPLICABLE TO PURCHASE ORDERS OVER \$2,500 DOLLAR VALUE:**

Service Contract Labor Standards	Aug 2018	52.222-41	Applicable only to orders subject to the Service Contract Labor Standards statute
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**APPLICABLE TO PURCHASE ORDERS OVER \$5,000 DOLLAR VALUE:**

Item Unique Identification and Valuation	Mar-16	252.211-7003	Applicable to orders which involve the purchase of material items with a unit cost of \$5,000 or more.
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**APPLICABLE TO PURCHASE ORDERS OVER \$10,000 DOLLAR VALUE:**

Convict Labor		52.222-3	
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Prohibition of Segregated Facilities	Apr-15	52.222-21	Applicable when Equal Opportunity 52.222-26 is flowed down
Previous Contracts and Compliance Reports	Feb-21	52.222-22	Applicable when Equal Opportunity 52.222-26 is flowed down
Equal Opportunity	Sept-2016	52.222-26	

**APPLICABLE TO PURCHASE  
ORDERS OVER \$15,000 DOLLAR  
VALUE:**

Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	Jun-2020	52.222-20	
Affirmative Action for Workers with Disabilities	Jun-2020	52.222-36	
Duty Free Entry	Oct-10	52.225-8	

**APPLICABLE TO PURCHASE  
ORDERS OVER \$35,000 DOLLAR  
VALUE:**

Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jun-20	52.209-6	
Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	May-2019	252.209-7004	

**APPLICABLE TO PURCHASE  
ORDERS OVER \$50,000 DOLLAR  
VALUE:**

Prohibition on Providing Funds to the Enemy (DEVIATION 2020-O0022)		252.225-7993
Additional Access to Contractor and Subcontractor Records		252.225-7975 (DEVIATION 2020-O0022)

**APPLICABLE TO PURCHASE  
ORDERS OVER \$100,000 DOLLAR  
VALUE:**

Geographic Participation in the Aerospace Program	Apr-85	1852.244-70	
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**APPLICABLE TO PURCHASE  
ORDERS OVER \$150,000 DOLLAR  
VALUE:**

Anti-Kickback Procedures	Jun 20	52.203-7	Exclude paragraph (c)(1); in paragraph (c)(4) delete "The contracting officer may" and replace with "to the extent the CO has made an offset in the prime contractor directed the Buyer to withhold an amount, the buyer may..."
Limitation on Payments to Influence Certain Federal Transactions	Jun 20	52.203-12	
Contract Work Hours and Safety Standards Act – Overtime Compensation	Mar-2018	52.222-4	Applicable when the order may require or involve the employment of laborers or mechanics except as exempt by FAR 22.305 (a) – (g).
Equal Opportunity for Veterans	Jun-2020	52.222-35	
Employment Reports on Veterans	Jun-2020	52.222-37	Applicable unless exempted by rules, regulations, or orders of the Secretary of Labor.
Employment Eligibility Verification	Oct-15	52.222-54	.Applicable unless order will be performed outside the United States or if the order is for a period of performance less than 120 days
Value Engineering	Jun-2020	52.248-1	
Notification of Transportation of Supplies by Sea	Mar-00	252.247-7024	Applicable to orders issued on a cost reimbursement basis
Non-displacement of Qualified Workers	May-14	52.222-17	
Prohibition on Persons Convicted of Fraud or Other Defense-	Dec-08	252.203-7001	



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Contract-Related Felonies			
Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Jan-2023	252.215-7010	
Representation Regarding Combating Trafficking in Persons	Jan-15	252.222-7007	
Preference for Certain Domestic Commodities	Dec-2017	252.225-7012	
Requests for Equitable Adjustment	Dec-12	252.243-7002	
Transportation of Supplies by Sea	Apr-14	252.247-7023	
Notification of Anticipated Contract Termination or Reduction	May-19	252.249-7002	
Safety and Health (Short Form)	Jul-15	1852.223-72	

Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies"	Dec-08	252.203-7001	
Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009, Revision 2)		252.223-7999	
Transportation of Supplies by Sea	Feb-19	252.247-7023	

**APPLICABLE TO PURCHASE ORDERS OVER \$500,000 DOLLAR VALUE:**

Certification Regarding Trafficking in Persons Compliance Plan	Oct-20	52.222-56	Applicable if it is possible at least \$500,000 of the value of the order may be performed outside the United States;
Compliance with Labor Laws	Oct-16	52.222-59	
Paycheck Transparency	Oct-16	52.222-60	
Utilization of Indian Organizations and Indian Owned Economic Enterprises	Apr-2019	252.226-7001	

**CLAUSES APPLICABLE TO PURCHASE ORDERS OVER \$250,000 OR THE SIMPLIFIED ACQUISITION THRESHOLD DOLLAR VALUE:**

Anti-Kickback Procedures	Jun-2020	52.203-7
Limitation on Payments to Influence Certain Federal Transactions	Jun-2020	52.203-12
Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	Jun-2020	52.203-17
Integrity of Unit Prices	Jun-20	52.215-14
Limitations on Pass-Through Charges	Jun-2020	52.215-23
Employment Reports on Veterans	Jun-2020	52.222-37
Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	Oct-21	52.223-99
Accident Prevention	Nov-91	52.236-13
Accident Prevention Alt I	Jul-95	52.236-13
Bankruptcy	Jul-95	52.242-13

**APPLICABLE TO PURCHASE ORDERS OVER \$700,000 DOLLAR VALUE:**

Small Business Subcontracting Plan	Jun 2020	52.219-9	Applicable to large businesses
Small Business Subcontracting Plan (Test Program)	May-2019	252-219-7004	

**APPLICABLE TO PURCHASE ORDERS OVER \$750,000 DOLLAR VALUE:**

Audit and Records – Sealed Bidding	Oct-10	52.214-26	
Price reduction for Defective Pricing - Sealed Bidding	Aug-11	52.214-27	Applicable if FAR 52.215-11 or 52.215-12 or 52.215-13 is incorporated and made part of this order
Small Business Subcontracting Plan (DOD Contracts)	May-19	252-219-7003	Applicable if FAR 52.219-9, Small Business Subcontracting Plan applies to the order



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**APPLICABLE TO PURCHASE  
ORDERS OVER \$1,000,000 DOLLAR  
VALUE:**

Restrictions on the Use of Mandatory Arbitration Agreements	Dec-10	252.222-7006	
Waiver of United Kingdom Levies	Apr-03	252.225-7033	Applicable to orders with a United Kingdom company
Safety and Health Measures and Mishap Reporting	Dec-15	1852.223-70	

**APPLICABLE TO PURCHASE  
ORDERS OVER \$1,500,000 DOLLAR  
VALUE:**

Acquisition Streamlining	Oct-10	252.211-7000	
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**APPLICABLE TO PURCHASE  
ORDERS OVER \$5,000,000 DOLLAR  
VALUE:**

Contractor Code of Business Ethics and Conduct	Jun-20	52.203-13	Applicable if order is for a period of performance of more than 120 days.
Display of Hotline Poster(s) -	Jun-20	52.203-14	Applicable except when the order is performed entirely outside the United States
Display of Hotline Posters	Aug-2019	252.203-7004	. Applicable except when the order is performed entirely outside the United States

Payments under Time-and-Materials and Labor-Hour Contracts		52.232-7	"schedule" means the Order, "voucher(s)" means invoice(s)
Limitation of Cost		52.232-20	Applicable to fully funded Orders
Limitation of Funds		52.232-22	Applicable to incrementally funded Orders
Changes – Cost-Reimbursement		52.243-2	Applicable to cost-reimbursement Orders.
Changes – Time and Material or Labor-Hours		52.243-3	Applicable to time and material or labor hour Orders.
Inspection of Supplies (Cost-Reimbursement)		52.246-3	("Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer and "Government" and where "Government" first appears in paragraph (k) it shall mean "Government and/or Buyer".
Inspection of Services (Cost Reimbursement)		52.246-5	("Contracting Officer" means Buyer's Purchasing Representative and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer).
Inspection of Time and Material and Labor Hour		52.246-6	("Contracting Officer" means Buyer's Purchasing Representative and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and/or Buyer".)
Termination (Cost-Reimbursement)		52.249-6	("Government" means "Buyer" and "Contracting Officer" means Buyer's Purchasing Representative. In paragraph (e) Change "15 days" and "45 days" to "30 days" and "90 days", respectively. In paragraph (f) change "1 year" to "six months".)

**A. COST REIMBURSEMENT, TIME &  
MATERIAL, OR LABOR HOUR ORDERS  
ALSO INCLUDE:**

Allowable Cost and Payment		52.216-7	Supplier agrees to execute assignment documents in order to comply with subsection (h).) (This clause is not applicable to Labor Hour Orders
Fixed Fee		52.216-8	Applicable if this is a cost plus fixed fee Order.
Incentive Fee		52.216-10	Applicable if this is a cost plus incentive fee Order
Cost Contract-No Fee		52.216-11	Applicable if this is a cost no fee Order