

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

**1. INCORPORATION BY REFERENCE.** These Supplemental Purchasing Terms and Conditions are incorporated in their entirety into any Purchase Order or Purchase Agreement issued in support of a U.S. Government Contract. In the event of a conflict between these Supplemental Purchasing Terms and Conditions and the IDEX General Terms and Conditions of Purchase, these Supplemental Purchasing Terms and Conditions shall prevail.

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

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

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

b. Neither Supplier nor any of its affiliates are owned or controlled by the government of a country that is a state sponsor of terrorism.

c. If Supplier is registered in the System for Award Management (“SAM”), by accepting a Purchase Order, Supplier certifies that its representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Supplier’s offer for a given Purchase Order, including, but not limited to, Supplier’s representations and certifications regarding Supplier’s size or socioeconomic status. By accepting a Purchase Order, Supplier certifies that its representations and certifications in Supplier’s most recently executed Annual Supplier Certification are current, accurate and complete as of the date of Supplier’s offer for a given Purchase Order including, without limitation, Supplier’s representations and certifications regarding Supplier’s size or socioeconomic status. Supplier’s representations and certifications in SAM, if any, and Supplier’s representations and certifications in its most recently executed Annual Supplier Certification are incorporated herein by reference.

d. To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Supplier with respect to this Purchase Order, Supplier shall complete and submit,

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

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

f. Supplier will not provide "covered telecommunications equipment or services," as defined in FAR 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*, and FAR 52.40-90, *Security Prohibitions and Exclusions*, as applicable, to Buyer in the performance of this or any Purchase Order.

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

h. Unless Supplier sells to Buyer only COTS items (as defined in Paragraph 10 below), Supplier certifies that it has a current CMMC certificate or current CMMC status at the CMMC Level specified in the Purchase Order, if applicable, in accordance with DFARS 252.204-7021.

#### **4. CERTIFICATES OF CONFORMANCE.**

a. Supplier shall include with each shipment of Goods a Certificate of Conformance as follows:

I certify that on [*insert date*], the [*insert Supplier's name*] furnished the Goods called for by Purchase Order No. [*insert Purchase Order number*] via [*insert Carrier*] on [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the Goods are of the quality specified and conform in all respects with the contract requirements, including specifications, preservation, packaging, packing, marking

requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document. I further certify that, except as stated below, the Goods have been mined, produced, or manufactured in the United States or substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, and, if the supplies contain specialty metals, the Goods comply with the restrictions on specialty metals, as implemented through the Department of Defense Federal Acquisition Regulation Supplement.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Item Number or Identifier: \_\_\_\_\_

Country of manufacture or substantial transformation: \_\_\_\_\_

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

**5. EQUAL EMPLOYMENT OPPORTUNITY. Buyer is an equal opportunity employer and complies with all applicable non-discrimination laws. Supplier agrees it will comply with all applicable equal opportunity and non-discrimination laws. Buyer and any of its covered subcontractors, such as Supplier, when applicable, shall abide by implementing rules and regulations of the Office of Federal Contract Compliance Programs including the requirements of 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. These regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to protected veteran status or disability. Likewise, when applicable, Buyer and/or its covered subcontractors, such as Supplier, agrees to comply with the provisions of 29 CFR Part 471, Appendix A to Subpart A. Further, Supplier understands and agrees that any obligations of a Federal Contractor or Subcontractor that may apply to Buyer, now or in the future, flow-down to Supplier in accordance with applicable law regardless of whether such provisions are expressly referenced herein.**

**6. EXPORT CONTROLS AND ECONOMIC SANCTIONS.**

a. Supplier agrees to comply with all applicable export control and economic sanctions laws including, but not limited to: (i) the Export Administration Regulations (“EAR”) administered by the U.S. Department of Commerce; (ii) the International Traffic in Arms Regulations (“ITAR”) administered by the U.S. Department of State; (iii) the various economic sanctions programs administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC regulations”) and the U.S. Department of State’s Office of Terrorism Finance and Economic Sanctions Policy; and (iv) any and all export controls or economic sanctions maintained by the European Union (“EU”), United Kingdom or any other governmental authority to which Supplier is subject (collectively “Export Control Laws”).

b. Supplier shall obtain and maintain any and all authorizations, licenses and registrations required under the aforementioned Export Control Laws, including those required for the sale under this Purchase Order to Buyer. Supplier will furnish Buyer with: (i) documentation identifying any articles, services, software, technology and/or technical data subject to these Export Control Laws; (ii) written confirmation of the relevant Export Classification Control Numbers (“ECCNs”), U.S. Munition List (“USML”) category numbers or other export classification designators for each such item; and (iii) copies of any related export licenses or authorizations. If Supplier sources such items outside the United States, then Supplier shall notify Buyer and take all necessary measures to comply with all foreign Export Control Laws that may relate to the sale or transfer of the same.

c. Supplier shall clearly and appropriately label any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, computer-aided design (CAD) information and other technical documents or electronic information related to the production, manufacture or maintenance of a controlled article) that it provides to Buyer as controlled pursuant to the EAR, ITAR and/or other applicable laws. Supplier shall provide any controlled technical data communicated to Buyer using secure communication protocols designed for the purpose of complying with the Export Control Laws. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.

d. Supplier agrees that it will not source any articles, services, software, technology or technical data that originate from any country, government, organization or person that is: (i) subject to U.S., EU or British economic sanctions or other applicable sanction regimes; or (ii) debarred or restricted pursuant to the aforementioned Export Control Laws, or the U.S. Department of Defense Federal Acquisition Regulation Supplement.

e. Supplier is solely and exclusively responsible for safeguarding all export controlled articles, services, software, technology or technical data until Buyer receives the items at issue. This includes both exports to a non-U.S. destination and allowing non-U.S. persons to access such items while located within the United States. Supplier will also take appropriate steps to ensure that no export controlled articles, services, software, technology or technical data can be shipped to a controlled country (or otherwise accessed by unauthorized foreign nationals) without the appropriate export licenses. Where Supplier is

shipping a controlled article, Supplier shall use a carrier that maintains procedures designed to comply with the Export Control Laws, and provide any required notifications to the carrier that the shipment involves controlled items.

f. If Supplier is a signatory to a Technical Assistance Agreement (“TAA”) or Manufacturing License Agreement (“MLA”) with Buyer, Supplier shall promptly notify Buyer of any changed circumstances that would require modifying the terms of such an agreement, including any potential violation of the terms of the agreement, any ineligibility to export, any investigation into alleged violations of any of the Export Control Laws, any self-disclosure of potential export controls violations, any addition of foreign personnel to any project covered by such an agreement or any other circumstances that may affect Supplier’s ability to perform pursuant to the terms of the agreement.

g. Supplier shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List maintained by any U.S., EU or British agency, or if any government denies, suspends or revokes its export privileges.

h. Supplier shall prepare and provide accurate invoices and documentation for each shipment that will allow Buyer to comply with the export and import requirements administered by U.S. Customs & Border Protection (“CBP”). Such invoices and/or documentation shall include: (i) Supplier’s name and address; (ii) the terms of sale; (iii) the total quantity of goods being shipped; (iv) a description of the goods being shipped; (v) the country of origin of the goods; (vi) the valuation of the goods; (vii) the currency in which the goods are priced; and (viii) any discounts that have been included for the shipment that are not otherwise reflected in the unit price.

i. Supplier shall promptly notify Buyer in writing of any suspected violation of the aforementioned Export Control Laws of which it becomes aware. Supplier further agrees that it will fully cooperate in any investigation by or on behalf of Buyer related to the subject matter of the Purchase Order, including by providing full access to relevant personnel and records to aid Buyer in the identification and evaluation of any suspected violation, following reasonable notice from Buyer.

j. Upon completion of performance of this Purchase Order, Supplier and its lower-tier subcontractors shall as directed by Buyer, return or destroy all export controlled technical data, technology, hardware or other items. Supplier shall provide a certificate of destruction for all destroyed items.

k. Supplier shall indemnify, defend and hold harmless Buyer and Buyer’s parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, customers, successors and assigns from and against any and all claims, demands, actions, losses, injuries, damages, liabilities, obligations, penalties, costs and expenses, including attorneys’ fees, experts’ fees and other costs of defending any claim, demand or action (including costs of investigation of potential violations of the Export Control Laws) (collectively, “Losses”) that may arise as a result of Supplier’s breach of any of the provisions within this Paragraph 6.

**7. COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of Supplier's or any subcontractors' records that pertain to, and involve transactions relating to, this Purchase Order. Supplier shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this Purchase Order or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this Purchase Order. If this Purchase Order is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals or to litigation or the settlement of claims arising under or relating to this Purchase Order shall be made available until such appeals, litigation, or claims are finally resolved. As used in this Paragraph 7, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Supplier to create or maintain any record that Supplier does not maintain in the ordinary course of business or pursuant to a provision of law.

**8. DISPUTES.**

- a. If Buyer elects to prosecute any dispute involving this Purchase Order under the disputes procedure applicable to the U.S. Government prime contract or higher-tier subcontract, Supplier shall cooperate fully with Buyer in prosecuting the dispute. Supplier shall be bound by the final outcome of the disputes procedure if Buyer has afforded Supplier an opportunity to participate in Buyer's prosecution of the dispute.
- b. Pending the final resolution of any dispute arising out of or relating to this Purchase Order, Supplier shall proceed diligently with performance of this Purchase Order, including the delivery of goods and performance of services, in accordance with Buyer's direction.

**9. COUNTERFEIT WORK**

- a. The following definitions apply to this clause:
  - i. "Counterfeit Work" means Goods that are or contain unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Goods represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

ii. “Suspect Counterfeit Work” means Goods for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Goods part is authentic.

b. Supplier shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Purchase Order.

c. Supplier shall only purchase products to be delivered or incorporated as Goods to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Supplier may use another source only if (i) the foregoing sources are unavailable, (ii) Supplier’s inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Goods, and (iii) Supplier obtains the advance written approval of Buyer.

d. Supplier shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Purchase Order.

e. Supplier shall immediately notify buyer with the pertinent facts if Supplier becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Supplier, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Purchase Order.

f. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Purchase Order addressing the authenticity of the Goods.

g. In the event that the Goods delivered under this Purchase Order constitutes or includes Counterfeit Work, Supplier shall, at its expense, promptly replace such Counterfeit Work with genuine Goods conforming to the requirements of this Purchase Order. Notwithstanding any other provision in this Purchase Order, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer’s and its customer’s costs of removing Counterfeit Work, of installing replacement Goods and of any testing necessitated by the reinstallation of Goods after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Purchase Order.

h. Supplier shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

**10. FAR/DFARS/DEAR/NSF CLAUSES.**

The following clauses set forth in the Federal Acquisition Regulation (“FAR” available at <https://www.acquisition.gov/browse/index/far> or <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>), the Department of Defense FAR Supplement (“DFARS” available at <https://www.acquisition.gov/dfars> or [https://www.acq.osd.mil/dpap/dars/dfars\\_far\\_overhaul\\_class\\_deviations.html?utm\\_source=chatgpt.com](https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html?utm_source=chatgpt.com)), the Department of Energy Acquisition Regulation (“DEAR” available at <https://www.acquisition.gov/dears>), and the NASA Federal Acquisition Regulation Supplement (“NSF” available at <https://www.acquisition.gov/nfs>) in effect as of the date of the Purchase Order are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of the Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties, and be interpreted as if: “Contract” means Purchase Order; “Contracting Officer” means an authorized representative of Buyer; “Contractor” means Supplier; “Government” means Buyer, and “Subcontractor” means Supplier’s lower-tier subcontractors and suppliers. References to the “Disputes clause” shall mean Paragraph 8 of these Supplemental Purchasing Terms and Conditions.

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

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

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

Supplier shall comply with the following FAR and FAR agency supplemental clauses based on the applicability conditions below. If a FAR or FAR agency supplemental clause does not apply to Supplier or the Purchase Order based on the applicability conditions in the “Limitations on Applicability” column, then the clause shall be considered self-deleting. FAR and FAR agency supplemental clauses without an applicability condition apply to all Purchase Orders.

Supplier shall include these clauses in each lower-tier subcontract it issues, as applicable.

**1. The following FAR clauses apply to all Purchase Orders with the parenthetical conditions outlined below.**

FAR Clause	Title	Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
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52.202-1	Definitions	
52.203-3	Gratuities	
52.203-6	Restrictions on Subcontractor Sales to the Government, Alt. I	Applies if the Purchase Order value exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of Purchase Order award
52.203-7	Anti-Kickback Procedures	Applies if the Purchase Order value exceeds the threshold specified in FAR 3.502-2(i) on the date of Order award; except paragraph (c)(1)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Applies if the Purchase Order value exceeds the threshold specified in FAR 3.808 on the date of Purchase Order award
52.203-13	Contractor Code of Business Ethics and Conduct	Applies if the Purchase Order value exceeds the threshold specified in FAR 3.1004(a) on the date of Purchase Order award and has a period of performance of more than 120 days. All disclosures of violations of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	
52.204-2	Security Requirements	Applies if the Purchase Order involves access to classified information
52.204-9	Personal Identity Verification of Contractor Personnel	Applies if Supplier's employees will have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Supplier is only required to provide Buyer with the information required for Buyer to comply with its obligations under the clause; Supplier is not required

		to issue reports on its first-tier subcontractors; the information provided by Supplier will be made publicly available
52.204-14	Service Contract Reporting Requirements	If Supplier is providing services under a Purchase Order, upon request by Buyer, Supplier shall provide Buyer with the information required by paragraph (f) of the clause; the information provided by Supplier to Buyer will be made available to the public
52.204-19	Incorporation by Reference of Representations and Certifications	Applies if Supplier is registered in the System for Award Management
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Applies to a Purchase Order if Supplier may have Federal contract information residing in or transiting through its information system; not applicable to Purchase Orders solely for COTS items
52.204-23	Prohibition on Contracting for Hardware, Software, Services Developed or Provided by Kaspersky Lab and other Covered Entities	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Except paragraph (b)(2)
52.204-27	Prohibition on a ByteDance Covered Application	
52.204-30	Federal Acquisition Supply Chain Security Orders - Prohibition	Except paragraph (c)(1)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Applies if the Purchase Order value exceeds the threshold specified in FAR 9.405-2(b) on the date of Purchase Order award, unless the Purchase Order is for COTS items
52.211-5	Material Requirements	

52.211-15	Defense Priority and Allocation Requirements	Applies to rated Purchase Orders
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	Applies to Purchase Orders that may require the submission of certified cost or pricing data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	Applies to Purchase Orders that may require the submission of certified cost or pricing data for modifications
52.219-8	Utilization of Small Business Concerns	Applies if the Purchase Order offers further subcontracting opportunities
52.219-28	Post-Award Small Business Program Rerepresentation	
52.222-1	Notice to the Government of Labor Disputes	
52.222-3	Convict Labor	
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	Applies to Purchase Orders that may require or involve the employment of laborers and mechanics
52.222-19	Child Labor – Cooperation with Authorities and Remedies	
52.222-35	Equal Opportunity for Veterans	Applies if the Purchase Order has a value at or above the threshold specified in FAR 22.1303(a) or 22.1302-1(a)(2) of the FAR Overhaul, as applicable, on the date of Purchase Order award
52.222-36	Equal Opportunity for Workers with Disabilities	Applies if the Purchase Order has a value exceeding the threshold specified in FAR 22.1408(a) or 22.1401-2(a)(1) of the FAR Overhaul, as applicable, on the date of Purchase Order award
52.222-37	Employment Reports on Veterans	Applies if the Purchase Order has a value at or above the threshold specified in FAR 22.1303(a) or 22.1302-1(b) of the FAR Overhaul, as applicable, on the date of Purchase Order award
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applies if the Purchase Order has a value exceeding \$10,000 and will be performed wholly or partially in the United States

52.222-41	Service Contract Labor Standards	Applies to Purchase Orders for services subject to the Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons	If paragraph (h) applies to the Purchase Order, Supplier shall submit to Buyer the certification required by this clause prior to award of the Purchase Order and annually thereafter
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements	Applies to Purchase Orders for services if Supplier certifies it qualifies for an exemption under FAR 52.222-48
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements	Applies to Purchase Orders for services if Supplier certifies it qualifies for an exemption under FAR 52.222-52
52.222-54	Employment Eligibility Verification	Applies if: (i) the Purchase Order is for services (except Commercial Services (as defined in FAR 2.101) that are part of the purchase of COTS items, or items that would be COTS items, but for minor modifications, performed by COTS providers, normally provided for the COTS item) or construction; (ii) the Purchase Order value exceeds \$3,500; and (iii) the Purchase Order includes work performed in the United States
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	Applies to Purchase Orders subject to the Service Contract Labor Standards statute and are to be performed in whole or in part in the United States
52.222-62	Paid Sick Leave Under Executive Order 13706	Applies to Purchase Orders subject to the Service Contract Labor Standards statute and are to be performed in whole or in part in the United States
52.222-90	Addressing DEI Discrimination by Federal Contractors	Not applicable to Purchase Orders for which the place of delivery or performance is outside the United States
52.223-3	Hazardous Material Identification and Material	Applies to Purchase Orders that involve the delivery of hazardous materials as

	Safety Data	defined in FAR 23.301
52.223-5	Pollution Prevention and Right-to-Know Information	Applies if the Purchase Order requires performance, in whole or in part, on a Federal facility
52.223-7	Notice of Radioactive Materials	Applies to Purchase Orders for radioactive materials meeting the criteria in paragraph (a) of the clause
52.223-11	Ozone-Depleting Substances	Applies if the Goods are manufactured with or contain ozone-depleting substances
52.225-1	Buy American - Supplies	Applies when the Purchase Order is for end products that will be delivered to the Government as-is (e.g., spare part))
52.225-3	Buy American Act – Free Trade Agreements – Israeli Trade Act	Applies when the Purchase Order is for end products that will be delivered to the Government as-is (e.g., spare part))
52.225-5	Trade Agreements	Applies when the Purchase Order is for end products that will be delivered to the Government as-is (e.g., spare part))
52.225-8	Duty-Free Entry	Applies to the Purchase Order if: (i) supplies identified in the schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (ii) other foreign supplies in excess of \$20,000 may be imported into the customs territory of the United States
52.225-13	Restrictions on Certain Foreign Purchases	
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	
52.227-1*	Authorization and Consent	Applies to Purchase Orders that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of Purchase Order award
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement	Applies to Purchase Orders that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of Purchase Order award
52.227-11*	Patent Rights-Ownership by the Contractor	Applies to Purchase Orders for experimental, developmental, or research work
52.227-14*	Rights in Data - General	Applies if data will be produced, furnished, or acquired under the Purchase Order

52.227-16*	Additional Data Requirements	Applies if the Purchase Order involves experimental, developmental, research, or demonstration work
52.229-3	Federal, State, and Local Taxes	
52.232-39	Unenforceability of Unauthorized Obligations	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Applies if Supplier is a small business concern
52.233-3	Protest After Award	In paragraph (b)(2), the term “30 days” is changed to “15 days”
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	
52.239-1	Privacy or Security Safeguards	Applies to Purchase Orders for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities	
52.240-90	Security Prohibitions and Exclusions	Applies in lieu of FAR clauses 52.204-23, 52.204-25, 52.204-27, 52.204-30, 52.225-13, and 52.240-1, if this clause is in the Prime Contract
52.240-92	Security Requirements	Applies in lieu of FAR 52.204-2, if this clause is in the Prime Contract
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	Applies to Purchase Orders if the Supplier may have Federal contract information residing in or transiting through its information system in lieu of FAR 52.204-21, if this clause is in the Prime Contract; not applicable to Purchase Orders for COTS items
52.244-6	Subcontracts for Commercial Products and Commercial Services	
52.245-1*	Government Property	

52.245-9	Use and Charges	Applies if FAR 52.245-1 applies to the Purchase Order
52.247-63	Preference for U.S.-Flag Air Carriers	Applies to Purchase Orders that may involve international air transportation
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Not applicable to Purchase Orders for commercial products or commercial services unless an exception in paragraph (e)(4) of the clause applies
52.248-1	Value Engineering	Applies to Purchase Orders with a value at or exceeding the simplified acquisition threshold, as defined in FAR 2.101 on the date of Purchase Order award
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Applies when the Government has terminated for convenience the prime contract and the prime contract includes this clause; the reference to “120 days” and “120-day period” in paragraph (c) is changed to “90 days” and “90-day period”; the reference to “1 year” in paragraph (e) is changed to “180 days”
52.249-8	Default (Fixed-Price Supply and Service)	Applies when the Government issues a written notice for default under the prime contract and the prime contract includes this clause; the reference to “10 days” in paragraph (a)(2) is changed to “7 days”

**2. The following DFARS clauses apply to all Purchase Orders issued in support of Prime Contracts with the U.S. Department of Defense in accordance with the parenthetical conditions outlined below.**

<b>DFARS Clause</b>	<b>Title</b>	<b>Applicability</b>
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	
252.203-7003	Agency Office of the Inspector General	Applies if FAR 52.203-13 applies
252.204-7000	Disclosure of Information	
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Applies to Purchase Orders for operationally critical support, or for which Purchase Order performance will involve covered defense information; Supplier must notify Buyer when submitting a request to vary from NIST SP 800-

		171 security requirements; Supplier must provide the incident report number, automatically assigned by DoD, to Buyer as soon as practicable when reporting a cyber incident to DoD as required by paragraph (c) of this clause
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Not applicable to Purchase Orders solely for COTS items
252.204-7021	Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements	Applies if the Purchase Order will contain a requirement to process, store, or transmit FCI or CUI (as those terms are defined in DFARS 204.7501); not applicable to Purchase Orders solely for COTS items; excludes paragraph (e)(1)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	Not applicable if the item being purchased contains no 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	
252.211-7003	Item Unique Identification and Valuation	Applies if the Purchase Order is for items for which item unique identification is required in accordance with paragraph (c)(1) of the clause
252.211-7007	Reporting of Government-Furnished Property	Applies if Supplier is in possession of Government-furnished property under the Purchase Order
252.223-7001	Hazard Warning Labels	Applies if the Purchase Order requires the submission of hazardous material data sheets
252.223-7006	Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials	Applies to Purchase Orders that require, may require, or permit Supplier access to a DoD installation
252.223-7008	Prohibition of Hexavalent Chromium	

252.225-7001	Buy American and Balance of Payments Program	Applies when the Order is for end products that will be delivered to the Government as-is (e.g., spare part)
252.225-7002	Qualifying Country Sources as Subcontractors	
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award	Supplier shall notify Buyer and provide Buyer the information required by the clause if Supplier will perform any part of the Purchase Order outside the United States and Canada that exceeds \$750,000 in value and could be performed inside the United States or Canada
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Applies if the Purchase Order is for items covered by the United States Munitions List or the 600 series of the Commerce Control List
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applies to Purchase Orders for items containing specialty metals; except paragraphs (d) and (e)(1)
252.225-7012	Preference for Certain Domestic Commodities	
252.225-7013	Duty-Free Entry	Applies to Purchase Orders for qualifying country components (as defined in the clause) or nonqualifying country components for which the Supplier estimates that duty will exceed \$200 per unit
252.225-7021	Trade Agreements	Applies when the Order is for end products that will be delivered to the Government as-is (e.g., spare part)
252.225-7025	Restriction on Acquisition of Forgings	Applies to Purchase Orders for forging items or for other items that contain forging items
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	Applies to Purchase Orders in support of Prime Contracts for supplies for use outside the United States or for construction to be performed outside the United States
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	
252.225-7033	Waiver of United Kingdom Levies	Applies to Purchase Orders over \$1,000,000 to UK firms
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program	Applies when the Purchase Order is for end products that will be delivered to the Government as-is (e.g., spare part)
252.225-	Export-Controlled Items	

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252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	Applies to Purchase Orders for Goods containing a covered material (as defined in the clause) unless an exception in paragraph (c) of the clause applies
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applies if the Purchase Order value exceeds \$500,000
252.227-7013*	Rights in Technical Data – Other Than Commercial Products and Commercial Services	Applies if technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from Supplier for delivery to the Government under this Purchase Order
252.227-7014*	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation	Applies if other than commercial computer software or computer software documentation is to be obtained from Supplier for delivery to the Government under this Purchase Order
252.227-7015*	Technical Data - Commercial Products and Commercial Services	Applies if technical data related to commercial products or commercial services developed in any part at private expense will be obtained from Supplier for delivery to the Government under this Purchase Order
252.227-7016*	Rights in Bid or Proposal Information	
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	

252.227-7026*	Deferred Delivery of Technical Data or Computer Software	
252.227-7030*	Technical Data - Withholding of Payment	
252.227-7037*	Validation of Restrictive Markings on Technical Data	
252.227-7989*	Rights in Technical Data, Computer Software, and Computer Software Documentation – Other Than Commercial Products and Commercial Services (DEVIATION 2026-O0036)	Applies in lieu of DFARS clauses 252.227-7013 and 252.227-7014, if this clause is in the Prime Contract, to Purchase Orders for which technical data pertaining to other than Commercial Products or Commercial Services or for Commercial Products or Commercial Services developed in any part at Government expense, will be obtained from Supplier for delivery to the Government; governs the technical data (i) pertaining to other than Commercial Products or Commercial Services; or (ii) for Commercial Products or Commercial Services developed in any part at Government expense
252.227-7990*	Technical Data – Commercial Products and Commercial Services (DEVIATION 2026-O0036)	Applies in lieu of DFARS clause 252.227-7015, if this clause is in the Prime Contract, to the technical data pertaining to any portion of a Commercial Product or Commercial Service that was developed exclusively at private expense
252.227-7991*	Rights in Bid or Proposal Information (DEVIATION 2026-O0036)	Applies in lieu of DFARS clause 252.227-7025, if this clause is in the Prime Contract
252.227-7994*	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (DEVIATION 2026-O0036)	Applies in lieu of DFARS clause 252.227-7016, if this clause is in the Prime Contract
252.227-7995*	Deferred Ordering of Technical Data or Computer Software (DEVIATION 2026-O0036)	Applies in lieu of DFARS clause 252.227-7026, if this clause is in the Prime Contract

252.227-7996	Technical Data – Withholding of Payment (DEVIATION 2026-O0036)	Applies in lieu of DFARS clause 252.227-7030, if this clause is in the Prime Contract
252.227-7997*	Validation of Asserted Restrictions (DEVIATION 2026-O0036)	Applies in lieu of DFARS clauses 252.227-7019 and 252.227-7037, if this clause is in the Prime Contract
252.227-7038*	Patent Rights – Ownership by the Contractor (Large Business)	Applies to Purchase Orders for experimental, developmental, or research work; applies in lieu of FAR 52.227-11
252.228-7001	Ground and Flight Risk	Paragraph (f) does not apply to Purchase Orders for commercial products or commercial services
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	Applies to Purchase Orders that require Supplier cooperation and assistance in mishap investigations
252.235-7003	Frequency Authorization - Basic	Applies to Purchase Orders requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required
252.239-7001	Information Assurance Contractor Training and Certification	Applies if Supplier’s personnel will access information systems for the purpose of performing information assurance functions
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services	Applies to Purchase Orders which require securing telecommunications
252.239-7018	Supply Chain Risk	Applies if the Purchase Order involves the acquisition of 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 DFARS 239.7301
252.240-7997	NIST SP 800-171 DoD Assessment Requirements	Applies in lieu of DFARS clause 252.204-7020, if this clause is in the Prime Contract; not applicable to Purchase Orders solely for COTS items
252.243-7001	Pricing of Contract Modifications	
252.243-7002	Requests for Equitable Adjustment	

252.244-7000	Subcontracts for Commercial Products or Commercial Services	
252.244-7999	Subcontracts for Commercial Products or Commercial Services (DEVIATION 2026-O0015)	Applies in lieu of DFARS clause 252.244-7000, if this clause is in the Prime Contract
252.245-7005	Management and Reporting of Government Property	Applies if FAR clause 52.245-1 applies
252.246-7001	Warranty of Data - Basic	
252.246-7003	Notification of Potential Safety Issues	Applies to Purchase Orders for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system
252.246-7006	Warranty Tracking of Serialized Items	
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	Only paragraphs (a) through (e) apply and only to Purchase Orders for electronic parts or assemblies containing electronic parts
252.246-7008	Source of Electronic Parts	Applies to Purchase Orders that are for electronic parts or assemblies containing electronic parts, unless Supplier is the original manufacturer
252.246-7998	Warranty of Data (DEVIATION 2026-O0035)	Applies in lieu of DFARS clause 252.246-7001 if this clause is in the Prime Contract
252.247-7023	Transportation of Supplies by Sea - Basic	Applies to Purchase Orders for the types of supplies described in paragraph (b)(2) of the clause; for Purchase Orders at or below \$250,000, only paragraphs (a) through (e) and paragraph (i) apply
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Applies to Purchase Orders that equal or exceed the threshold specified in DFARS 249.7003-(c)(2)(i) at the time of the notice

**3. The following DEAR clauses and DOE Orders apply to all Purchase Orders issued in support of Prime Contracts with the U.S. Department of Energy in accordance with the parenthetical conditions outlined below.**

<b>DEAR Clause</b>	<b>Title</b>	<b>Applicability</b>
952.203-70	Whistleblower Protection for Contractor Employees	Applies to Purchase Orders involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites
952.204-71	Sensitive Foreign Nations Controls	Applies to Purchase Orders that may involve making unclassified information about nuclear technology available to sensitive foreign nations
952.227-11*	Patent Rights – Retention by the Contractor (short form)	Applies to Purchase Orders for experimental, developmental, or research work performed by a small business firm or domestic nonprofit organization
952.227-13*	Patent Rights – Acquisition by the Government	Applies to Purchase Orders for experimental, developmental, or research work and 952.227-11 does not apply
970.5227-4	Authorization and Consent	Applies if the Purchase Order exceeds \$100,000 and is for research and development activities
970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement	Applies if the Purchase Order exceeds \$100,000 and is for research and development activities
970.5227-8	Refund of Royalties	Applies if the amount of royalties reported during negotiation of the Purchase Order exceeds \$250
952.247-70	Foreign Travel	Applies to Purchase Orders that involve foreign travel
952.250-70	Nuclear Hazards Indemnity Agreement	Applies if performance involves risk of public liability for a nuclear incident or precautionary evacuation and Supplier is not subject to Nuclear Regulatory Commission (NRC) financial protection requirements or NRC indemnification
DOE O 142.3A	Unclassified Foreign Visits and Assignments Program	Applies if Supplier is required to have DOE controlled or protected information, technologies, or equipment at its facilities or on its systems
DOE O 470.6	Technical Security Program	Applies if Supplier will be required to process, discuss, or store Classified Information, Sensitive but Unclassified (SBU) Information,

		or Controlled Unclassified Information (CUI)
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	Applies to Purchase Orders that involve access to Unclassified Controlled Nuclear Information
DOE O 471.3	Identifying and Protecting Official Use Only Information	Not applicable if Supplier is not creating Official Use Only (OUO) information under the Purchase Order

***4. The following NFS clauses apply to all Purchase Orders issued in support of Prime Contracts with NASA in accordance with the parenthetical conditions outlined below.***

<b>NFS Clause</b>	<b>Title</b>	<b>Applicability</b>
1852.203-71	Requirement to Inform Employees of Whistleblower Rights	
1852.204-75	Security Classification Requirements	Applies to classified Purchase Orders
1852.204-76	Security Requirements for Unclassified Information Technology Resources	Applies to Purchase Orders that process, manage, access or store NASA Electronic Information in support of the mission of the Agency
1852.208-81	Restrictions on Printing and Duplicating	Applies to Purchase Orders which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of the clause
1852.209-71	Limitation on Future Contracting	
1852.211-70	Packaging Handling and Transportation	Applies to Purchase Orders for items that will become components of deliverable Class I, II, or III items
1852.223-71	Authorization for Radio Frequency Use	Applies to Purchase Orders that call for developing, producing, testing, or operating a device for which a radio frequency authorization is required
1852.223-72	Safety and Health (Short Form)	Applies to Purchase Orders that exceed the simplified acquisition threshold where work will be conducted completely or partly on Federally-controlled facilities
1852.223-73	Safety and Health Plan	Applies to Purchase Orders where the work will be conducted completely or partly on a Federally-controlled facility
1852.223-75	Major Breach of Safety or Security	

1852.225-8	Duty Free Entry of Space Articles	
1852.225-70	Export Licenses	
1852.227-11*	Patent Rights – Ownership by the Contractor	Applies to the Purchase Order when FAR 52.227-11 applies
1852.227-14*	Rights in Data – General	Applies to the Purchase Order when FAR 52.227-14 applies
1852.227-19*	Commercial Computer Software – Restricted Rights	Applies to the Purchase Order when FAR 52.227-19 applies
1852.227-70*	New Technology – Other than a Small Business Firm or Nonprofit Organization	Applies to Purchase Orders with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work
1852.227-71*	Requests for Waiver of Rights to Inventions	
1852.227-72*	Designation of New Technology Representative and Patent Representative	
1852.227-85*	Invention Reporting and Rights – Foreign	Applies to Purchase Orders where the performance of research, experimental design, engineering, or developmental work is contemplated
1852.227-86*	Commercial Computer Software – Licensing	Applies to Purchase Orders for computer software
1852.228-75	Minimum Insurance Coverage	
1852.228-76	Cross-Waiver of Liability for Space Station Services	By accepting or performing this Purchase Order, Supplier agrees to waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause and Supplier agrees to require its lower-tier subcontractors to waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause
1852.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches	By accepting or performing this Purchase Order, Supplier agrees to waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause and Supplier agrees to require its Related Entities (as defined in the clause) to waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this

		clause
1852.234-2	Earned Value Management System	Applies to Purchase Orders if applicable to the Supplier, as identified in the Prime Contract
1852.243-72	Equitable Adjustments	
1852.244-70	Geographic Participation in the Aerospace	Applies to Purchase Orders with a value of \$100,000 and over
1852.245-70*	Contractor Requests for Government-Owned Equipment	
1852.245-71*	Installation – Accountable Government Property	
1852.245-72*	Liability for Government Property Furnished for Repair or Other Services	
1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors	
1852.245-74*	Identification and Marking of Government Equipment	
1852.245-75*	Property Management Changes	
1852.245-76*	List of Government Property Furnished Pursuant to FAR 52.245-1	
1852.245-77*	List of Government Property Furnished Pursuant to FAR 52.245-2	
1852.245-79*	Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value	
1852.245-80*	Government Property Management Information	
1852.246-73	Human Space Flight Item	<p>If the Purchase Order is for a human space flight item, the following provision shall be included in the Purchase Order:  FOR USE IN HUMAN SPACE FLIGHT;  MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.</p> <p>IF YOU ARE ABLE TO SUPPLY THE</p>

		DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER.
1852.247-71	Protection of the Florida Manatee	