

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. If it has participated in a previous prime contract or subcontract subject to FAR 52.222-26, “Equal Opportunity,” that Supplier has filed all required compliance reports.

c. If it has previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), that Supplier has developed and has on file at each establishment affirmative action programs required by such rules and regulations.

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

e. 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.

f. 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."

g. Supplier shall implement the security requirements required by DFARS clause 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting."

h. 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, to Buyer in the performance of this or any Purchase Order.

i. Unless Supplier sells only COTS items (as defined in Paragraph 10 below) to Buyer, 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.

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 and Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Supplier shall include this Paragraph 5 in each lower-tier subcontract it issues.

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 CLAUSES.

The following clauses set forth in the Federal Acquisition Regulation (“FAR” available at <https://www.acquisition.gov/browse/index/far>), the Department of Defense FAR Supplement (“DFARS” available at <https://www.acquisition.gov/dfars>), the Department of Energy Acquisition Regulation (“DEAR” available at <https://www.acquisition.gov/dears>) 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 or in subsequent modifications to an applicable prime contract or higher-tier subcontract. 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 higher-tier subcontract, or with the provisions of modifications to an applicable prime contract or higher-tier subcontract.

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	Date	Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
52.202-1	Definitions	JUN 2020	
52.203-3	Gratuities	APR 1984	
52.203-6	Restrictions on Subcontractor Sales to the Government, Alt. I	JUN 2020	Applies if the Purchase Order value exceeds \$250,000
52.203-7	Anti-Kickback Procedures	JUN 2020	Applies if the Purchase Order value exceeds \$150,000; except paragraph (c)(1)
52.203-12	Limitation on Payments to	JUN 2020	Applies if the Purchase Order

	Influence Certain Federal Transactions		value exceeds \$150,000
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021	Applies if the Purchase Order value exceeds \$6 Million 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
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009	JUNE 2010	Applies if the Purchase Order is funded in whole or in part with Recovery Act funds
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 2023	Applies if the Purchase Order value exceeds \$250,000
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017	
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011	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	JUN 2020	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	OCT 2016	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	DEC 2014	Applies if Supplier is registered in the System for Award Management
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021	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 for COTS items
52.204-23	Prohibition on Contracting for Hardware, Software, Services Developed or Provided by Kaspersky Lab and other Covered Entities	DEC 2023	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021	Except paragraph (b)(2)
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023	
52.204-30	Federal Acquisition Supply Chain Security Orders - Prohibition	DEC 2023	Except paragraph (c)(1)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021	Applies to Purchase Orders that exceed \$35,000, unless the Purchase Order is for COTS items
52.211-5	Material Requirements	AUG 2020	
52.211-15	Defense Priority and Allocation Requirements	APR 2008	Applies to rated Purchase Orders
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021	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	NOV 2021	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	FEB 2024	Applies if the Purchase Order offers further subcontracting opportunities
52.219-28	Post-Award Small Business Program Representation	FEB 2024	
52.222-1	Notice to the Government of Labor Disputes	FEB 1997	
52.222-3	Convict Labor	JUN 2003	
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	MAY 2018	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	FEB 2024	
52.222-21	Prohibition of Segregated Facilities	APR 2015	
52.222-26	Equal Opportunity	SEP 2016	
52.222-35	Equal Opportunity for Veterans	JUN 2020	Applies if the Purchase Order has a value of \$150,000 or more
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020	Applies if the Purchase Order has a value exceeding \$15,000
52.222-37	Employment Reports on Veterans	JUN 2020	Applies if the Purchase Order has a value of \$150,000 or more
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010	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	AUG 2018	Applies to Purchase Orders for services subject to the Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons	NOV 2021	Paragraph (h) only applies if any portion of the Purchase Order is for supplies, other than COTS items, acquired outside the United States or services to be performed outside the United States that has an estimated value exceeding

			\$550,000. 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	MAY 2014	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	MAY 2014	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	MAY 2022	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	JAN 2022	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	JAN 2022	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
52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021	Applies to Purchase Orders that involve the delivery of hazardous materials as defined in FAR 23.301

52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011	Applies if the Purchase Order requires performance, in whole or in part, on a Federal facility
52.223-7	Notice of Radioactive Materials	JAN 1997	Applies to Purchase Orders for radioactive materials meeting the criteria in paragraph (a) of the clause
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorcarbons	JUN 2016	Applies if the Goods are manufactured with or contain ozone-depleting substances
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020	Applies unless the energy-consuming product is not listed in the ENERGY STAR® Program or FEMP
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving	JUN 2020	
52.225-1	Buy American - Supplies	OCT 2022	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	NOV 2023	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	NOV 2023	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	OCT 2010	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 \$15,000 may be imported into the customs territory of the United States
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021	
52.227-1*	Authorization and Consent	JUN 2020	Applies to Purchase Orders that exceed \$250,000
52.227-2*	Notice and Assistance Regarding Patent and	JUN 2020	Applies to Purchase Orders that exceed \$250,000

	Copyright Infringement		
52.227-11*	Patent Rights-Ownership by the Contractor	MAY 2014	Applies to Purchase Orders for experimental, developmental, or research work
52.227-14*	Rights in Data - General	MAY 2014	Applies if data will be produced, furnished, or acquired under the Purchase order
52.227-16*	Additional Data Requirements	JUN 1987	Applies if the Purchase Order involves experimental, developmental, research, or demonstration work
52.227-19*	Commercial Computer Software License	DEC 2007	
52.229-3	Federal, State, and Local Taxes	FEB 2013	
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023	Applies if Supplier is a small business concern
52.233-3	Protest After Award	AUG 1996	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	SEP 2016	
52.239-1	Privacy or Security Safeguards	AUG 1996	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
52.244-6	Subcontracts for Commercial Items	FEB 2024	
52.245-1*	Government Property	SEP 2021	
52.245-9	Use and Charges	APR 2012	Applies if FAR 52.245-1 applies to the Purchase Order
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003	Applies to Purchase Orders that may involve international air transportation
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021	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	JUN 2020	Applies to Purchase Orders that exceed \$250,000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012	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)	APR 1984	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 higher-tiered subcontracts in support of, or Prime Contracts with, the U.S. Department of Defense in accordance with the parenthetical conditions outlined below.*

DFARS Clause	Title	Date	Applicability
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022	
252.203-7003	Agency Office of the Inspector General	AUG 2019	Applies if FAR 52.203-13 applies
252.204-7000	Disclosure of Information	OCT 2016	
252.204-7003	Control of Government Personnel Work Product	APR 1992	
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023	Applies to Purchase Orders for operationally critical support, or for which Order performance will involve covered defense

			information
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023	
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023	Not applicable to Purchase Orders solely for COTS items
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	DEC 1991	Not applicable if the item being purchased contains no precious metals
252.209-7004	Subcontracting with Firms Owned or Controlled by Government of a Terrorist Country	MAY 2019	Applies to Purchase Orders that exceed \$35,000
252.211-7003	Item Unique Identification and Valuation	JAN 2023	Applies if the Purchase Order is for items for which item unique identification is required in accordance with paragraph (c)(1) of the clause
252.223-7001	Hazard Warning Labels	DEC 1991	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	SEP 2014	Applies to Purchase Orders that require, may require, or permit Supplier access to a DoD installation
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023	
252.225-7001	Buy American and Balance of Payments Program	FEB 2024	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	MAR 2022	
252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission after Award	OCT 2020	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	DEC 2018	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	JAN 2023	Applies to Purchase Orders for items containing specialty metals; except paragraphs (d) and (e)(1)
252.225-7012	Preference for Certain Domestic Commodities	APR 2022	
252.225-7013	Duty-Free Entry	NOV 2023	
252.225-7021	Trade Agreements	FEB 2024	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	DEC 2009	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	APR 2003	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	DEC 2006	
252.225-7033	Waiver of United Kingdom Levies	APR 2003	Applies to Purchase Orders over \$1,000,000 to UK firms
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program	FEB 2024	Applies when the Purchase Order is for end products that will be delivered to the Government as-is (e.g., spare part)
252.225-7048	Export-Controlled Items	JUN 2013	
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and	JAN 2023	

	Tungsten		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023	Applies if the Purchase Order value exceeds \$500,000
252.227-7013*	Rights in Technical Data – Other Than Commercial Products and Commercial Services	MAR 2023	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	MAR 2023	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	MAR 2023	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	JAN 2023	
252.227-7019*	Validation of Asserted Restrictions – Computer Software	JAN 2023	
252.227-7025*	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends	JAN 2023	
252.227-7026*	Deferred Delivery of Technical Data or Computer Software	APR 1988	
252.227-7030*	Technical Data - Withholding of Payment	MAR 2000	

252.227-7037*	Validation of Restrictive Markings on Technical Data	JAN 2023	
252.227-7038*	Patent Rights – Ownership by the Contractor (Large Business)	JUN 2012	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	MAR 2023	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	NOV 2019	Applies to Purchase Orders that require Supplier cooperation and assistance in mishap investigations
252.235-7003	Frequency Authorization - Basic	MAR 2014	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	JAN 2008	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	DEC 1991	Applies to Purchase Orders which require securing telecommunications
252.239-7018	Supply Chain Risk	DEC 2022	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
252.243-7001	Pricing of Contract Modifications	DEC 1991	
252.243-7002	Requests for Equitable Adjustment	DEC 2022	
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023	
252.246-7001	Warranty of Data - Basic	MAR 2014	

252.246-7003	Notification of Potential Safety Issues	JAN 2023	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	MAR 2016	
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023	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	JAN 2023	Applies to Purchase Orders that are for electronic parts or assemblies containing electronic parts, unless Supplier is the original manufacturer
252.247-7023	Transportation of Supplies by Sea - Basic	JAN 2023	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	DEC 2022	Applies to Purchase Orders over \$150,000

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

DEAR Clause	Title	Date	Applicability
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952.203-70	Whistleblower Protection for Contractor Employees	DEC 2000	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	MAR 2011	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)	MAR 1995	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	SEP 1997	Applies to Purchase Orders for experimental, developmental, or research work and 952.227-11 does not apply
970.5227-4	Authorization and Consent	AUG 2002	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	AUG 2002	Applies if the Purchase Order exceeds \$100,000 and is for research and development activities
970.5227-8	Refund of Royalties	AUG 2002	Applies if the amount of royalties reported during negotiation of the Purchase Order exceeds \$250
952.247-70	Foreign Travel	JUN 2010	Applies to Purchase Orders that involve foreign travel
952.250-70	Nuclear Hazards Indemnity Agreement	AUG 2016	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