



AML3D Limited

Unit 4, 136 Mooringe Avenue,
North Plympton, SA 5037
Australia

+61 8 8258 2658

AML3D USA Inc.

1000 Campus Drive, Suite 300,
Stow, OH 44224
United States of America

+1 330 900 7610

info@aml3d.com

www.aml3d.com



AML3D USA INC. ('AML3D')

FAR-DFAR Flowdowns Feb 2025

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FAR/DFARS Clauses/Provisions Incorporated by Reference

Incorporation of applicable clauses, provisions, and other requirements for non-commercial subcontracts VERSION 01

1. The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses cited below are incorporated by reference as if set forth in full text, and are applicable, including any notes or other language following the clause citation, to this subcontract. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. If so identified, this Order is a "rated order" certified for national defense use, and SELLER shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).
2. Unless the text in these clauses clearly reserves rights in the Government only, in whole or in part, or as otherwise noted, the terms:
3. "Purchase Order" shall be substituted for "Contract";
4. "Purchaser" or "BUYER" for "Government" or "Contracting Officer" or equivalent phrases;
5. "SELLER" for "Contractor"; and
6. "SELLER's lower-tier SELLER" for "Subcontractor" when it can so reasonably be interpreted, and it is not obvious that the words refer to BUYER's prime contract, the Government or Contracting Officer, the BUYER, or the SELLER itself.
7. Flow Down Requirement – SELLER agrees to flow down the FAR and DFARS clauses as well as those clauses and provisions contained in this document to its lower-tier SELLERS and to also require further flow down, where applicable.
8. AML3D identification of applicable clause thresholds and further flow down requirements is informational only and is not to be construed as determinative. SELLER remains responsible for determining and complying with all clause flow down requirements.
9. When the materials or products furnished are for use in connection with a US Government contract or subcontract, in addition to AML3D's General Terms & Conditions and Special Provisions, the following clauses shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, AML3D's General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS clauses and AML3D's clauses.
10. The following clauses set forth in the FAR and DFARS, in effect as of the date of the prime contract, are incorporated herein by reference with the same force and effect as if they were in full text.
11. Clauses in this document may not be applicable to specific orders due to the type of Purchase Order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the SELLER's obligation to contact AML3D regarding any confusion, ambiguity, or questions the SELLER may have regarding the applicability of the following clauses.

FAR/DFARS Clause Reference Number	Applicable Threshold (S.A.T. = Simplified Acquisition Threshold in FAR Part 2.101) (See Note A)	FAR/DFARS Clause Title	Revision
52.246-3	CR Supply	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	CR Services	Inspection Of Supplies Cost-Reimbursement	APR 1984
52.242-15 Alt I	All CR	Stop-Work Order	(Aug 1989) - Alternate I APR 1984
52.247-34	All FOB Destination	F.O.B. Destination	NOV 1991
52.247-48	All FOB Destination accepted at Origin	F.O.B. Destination--Evidence of Shipment	FEB 1999
52.202-1	>S.A.T	Definitions	JUN 2020
52.203-3	>S.A.T	Gratuities	APR 1984



52.203-5	>S.A.T.	Covenant Against Contingent Fees	MAY 2014
52.203-6	>S.A.T	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	>\$150k	Anti-Kickback Procedures	JUN 2020
52.203-8	>S.A.T.	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Non-Comm> S.A.T.	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	>\$150K (See FAR 3.808 for current threshold)	Limitation On Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	>\$6M and PoP > 120 days (all tiers)	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-16	>S.A.T. and for Services to "perform acquisition functions closely associated with inherently governmental functions, for, or on behalf of a Federal dept/agency" See tailoring requirements at 3.1106(b)	Preventing Personal Conflicts of Interest	JUN 2020
52.203-19	All non-personal service contracts, all tiers	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	>\$30K	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	All	System for Award Management Maintenance	OCT 2018
52.204-18	All	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	All	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	All commercial and non-commercial subcontracts (excl. COTS) where: ", the subcontractor may have Federal contract information residing in or transiting through its information system."	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	All subs and subtiers (commercial and non-commercial)	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	All subs and subtiers (commercial and non-commercial), excluding para (b)(2).	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	All subs and subtiers (commercial and non-commercial)	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-6	All non-commercial >\$35k	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	All contractors registered in SAM.gov	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	All	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Non-Comm. > S.A.T.	Market Research	NOV 2021
52.211-5	Non-Comm. Supply	Material Requirements	AUG 2000
52.211-15	All	Defense Priority and Allocation Requirements	APR 2008
52.215-2	CR, incentive, T&M labor hour, or price redeterminable > S.A.T and which require certified cost/pricing data, submitted reports IAW para (e).	Audit and Records--Negotiation	JUN 2020
52.215-2 Alt II	CR with state, local Govt, educational institutions and non-profits.	Audit and Records--Negotiation	(JUN 2020) - Alternate II AUG 2016
52.215-10	All negotiated agreements > \$2M (Certified Cost and Pricing Data)	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011



52.215-12 (Dev)	All negotiated agreements > \$2M (any tier) (Certified Cost and Pricing Data)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-00001)	OCT 2021
52.215-14 Alt I	All > S.A.T. (excl. agreements under FAR Parts 12, 36, 41, services without supplies, and petroleum products)	Integrity of Unit Prices	(NOV 2021) - Alternate I OCT 1997
52.215-15	All > \$2M, or subject to Part 31 cost determinations	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	All	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	All > \$2M, or if subject to Part 31 cost determinations	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Flows down IAW 52.215-19 (c)	Notification of Ownership Changes	OCT 1997
52.215-21	All negotiated agreements > \$2M	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-21 Alt III	All negotiated agreements > \$2M	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (NOV 2021) - Alternate III	OCT 1997
52.215-23	All CR and F P (other than FFP) subcontracts >\$2M See also exceptions in FAR 15.408(n)(2)(i)(B)(2).	Limitations on Pass-Through Charges	JUN 2020
52.216-7	CR, T&M (other than Commercial product/service)	Allowable Cost and Payment	AUG 2018
52.216-7 Alt IV	IAW FAR 16.307(a)(5)	Allowable Cost and Payment (Aug 2018) - Alternate IV	AUG 2012
52.219-8	All >\$750k	Utilization of Small Business Concerns	SEP 2023
52.219-9	All >\$750k	Small Business Subcontracting Plan	SEP 2023
52.219-16	All with FAR 52.219-9	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	All with FAR 52.219-9	Post-Award Small Business Program Representation	SEP 2023
52.222-2	CR >S.A.T.	Payment For Overtime Premiums	JUL 1990
52.222-3	All > M.P.T., excluding exceptions at FAR 22.202 (a)-(c)	Convict Labor	JUN 2003
52.222-19	> M.P.T. for supplies / end items	Child Labor -- Cooperation with Authorities and Remedies	NOV 2023
52.222-20	IAW FAR 22.610	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	All with FAR 52.222-26	Prohibition Of Segregated Facilities	APR 2015
52.222-26	All	Equal Opportunity	SEP 2016
52.222-29	All FMS and/or Non-US based work	Notification Of Visa Denial	APR 2015
52.222-35	All > \$150k	Equal Opportunity for Veterans	JUN 2020
52.222-36	All > \$15k (excl. Non-US based work, employee recruitment)	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	> \$150k	Employment Reports on Veterans	JUN 2020
52.222-40	> \$10k all tiers, domestic US work	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	All subcontracts, all tiers	Combating Trafficking in Persons	NOV 2021
52.222-54	All tiers, Non-Comm, Non- COTS, US domes.tic work > \$3,500	Employment Eligibility Verification	MAY 2022
52.224-3	All tiers where subcontractor employees will access/ design/ maintain/ operate a "system of records" and/or access PII	Privacy Training	JAN 2017
52.225-13	All subcontracts, all tiers	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-7	All	Drug-Free Workplace	MAY 2024
52.226-8	All tiers > M.P.T.	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024



52.227-1	52.227-1 All subcontracts, all tiers > S.A.T.	Authorization and Consent	JUN 2020
52.227-2	52.227-2 All subcontracts, all tiers > S.A.T.	Notice And Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-11 Alt 11	All tiers for experimental, development or R&D work awarded to non-profit organization or small businesses.	Patent Rights-- Ownership by the Contractor (May 2014) - Alternate II	DEC 2007
52.228-3	All subcontracts / tiers to which Defense Base Act applies.	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	All Cost-type	Insurance--Liability to Third Persons	MAR 1996
52.229-8	CR to be performed "holly or partially" outside of the US,	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	All tiers, excluding subpara (b)	Cost Accounting Standards	JUN 2020
52.230-6	Any subcontract with FAR	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Supply, research and development, service, time-and-materials, or labor-hour contracts that includes two or more terms authorizing the temporary withholding of amounts otherwise payable to the contractor for supplies delivered or services performed.	Limitation On Withholding Of Payments	APR 1984
52.232-17	All	Interest	MAY 2014
52.232-20	Fully funded CR	Limitation Of Cost	APR 1984
52.232-22	Incrementally funded CR	Limitation Of Funds	APR 1984
52.232-33	All	Payment by Electronic Funds Transfer--System for Award Management	OCT2018
52.232-39	All supply and services which require agreement to EULA, TOS, or other legal mechanisms.	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	All commercial and non-commercial products/services awarded to small business concerns at all tiers.	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-4	All	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	All subcontract tiers	Industrial Resources Developed Under Title 111, Defense Production Act	SEP 2016
52.239-1	All requirements for IT, data security, design / development / management of a system of records or operating a records management system with commercial IT services.	Privacy or Security Safeguards	AUG 1996
52.242-3	All >\$800k (Excl. FPI, FFP, and FFP commercial product / service)	Penalties for Unallowable Costs	DEC 2022
52.242-5	All >\$750k (Incl. 52.219-9 flowdown)	Payments to Small Business Subcontractors	JAN 2017
52.242-13	All > S.A.T.	Bankruptcy	JUL 1995
52.243-2	All CR	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Supply, R&D	Change Order Accounting	APR 1984
52.243-7	R&D, Supply, major weapons systems >\$1M	Notification Of Changes	JAN 2017
52.244-2	All CR subcontracts; letter/T&M/LH contracts in excess of SAT, and FFP contracts that exceed SAT if UCA are anticipated under that subcontract.	Subcontracts	JUN 2020



52.244-5	> S.A.T. (Excl. T&M, LH, or architect-engineering)	Competition In Subcontracting	DEC 1996
52.244-6	All tiers, non-commercial	Subcontracts for Commercial Products and Commercial Services	DEC 2023
52.245-1	All subcontracts involving purchase or use Government equipment	Government Property	SEP 2021
52.245-9	All subcontracts involving use Government equipment	Use And Charges	APR 2012
52.246-23	End item purchases> S.A.T.	Limitation Of Liability	FEB 1997
52.246-25	Services > S.A.T.	Limitation Of Liability--Services	FEB 1997
52.247-63	All subs/ tiers involving international air transportation	For US Flag Air Carriers	JUN 2003
52.248-1	All subcontracts > S.A.T.	Value Engineering	JUN 2020
52.249-6	CR, tailored per 49.503(c)	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Cost-type (excl. cost with no fee)	Excusable Delays	APR 1984
52.251-1	All	Government Supply Sources	APR 2012
52.253-1	All	Computer Generated Forms	JAN 1991
252.203-7000	All	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	All first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial products, commercial services, or commercial components.	Prohibition On Persons Convicted of Fraud or Other Defense- Contract- Related Felonies	JAN 2023
252.203-7002	All	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	All	Agency Office of the Inspector General	AUG 2019
252.203-7004	All subcontracts that exceed \$6M except subcontracts for commercial product or commercial service	Display of Hotline Posters	JAN 2023
252.204-7000	All	Disclosure Of Information	OCT 2016
252.204-7004	Applies when subcontractor performance requires routine physical access to a Federally controlled facility or military installation	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7012 (Dev)	All subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-00013 REVISION 1)	MAY 2024
252.204-7015	All	Notice of Authorized Disclosure of Information for litigation Support	JAN 2023
252.204-7018	All	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	All subcontracts including subcontracts for acquisition of commercial products or commercial services (excluding commercially available off-the-shelf)	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
52.204-7023	> \$3M and for logistics management services, equipment-related services, knowledge-based	Reporting Requirements for Contracted Services.	JUL 2021



	services, or electronics and communications services		
252.209-7004	> \$150,000	Subcontracting With Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7002	Subcontract awarded on basis of certified cost or pricing data	Cost Estimating System Requirements	DEC 2012
252.219-7003	Subcontracts to which 52.219-9 applies	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7002	Services or construction to be performed outside US and its outlying areas	Compliance With Local Labor laws (Overseas)	JUN 1997
252.222-7006	Subcontracts over \$1M, except a subcontract for the acquisition of commercial products or commercial services, including commercially available off-the-shelf items	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7006	All subcontracts at any tier that require, may require, Materials or permit a subcontractor access to a DoD installation	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	All subcontracts for supplies, maintenance, and repair services, or construction materials	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Applies in accordance with FAR 225.1101(2)(i) and 2(ii)	Buy American and Balance Of Payments Program--Basic	FEB 2024
252.225-7002	Subcontracts to which 252.225-7001 applies	Qualifying Country Sources as Subcontractors	MAR 2022
252.225-7004	> \$15M	Report of Intended Performance Outside the United States and Canada-- Submission after Award	OCT 2020
252.225-7005	Applies in accordance with FAR 225.1103(1)	Identification Of Expenditures in The United States	JUN 2005
252.225-7007	Applies to all subcontracts for items covered by the United States Munitions List or the 600 series of the Commerce Control List	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7009	Applies in its entirety, less paragraph (d) & (e){}, in all subcontracts, at any tier, for items containing "specialty metals"	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2023
252.225-7012	All	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Applies in accordance with DFARS 252.225-7013(j)(1)	Duty-Free Entry--Basic	NOV 2023
252.225-7015	Exceed threshold at 225.7002-2(a) and require delivery of hand or measuring tools	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Applies to all subcontracts, except those for commercial products or items that do not contain ball or roller bearings	Restriction on Acquisition of Ball and Roller Bearings	JAN 2023
252.225-7025	Applies to subcontracts for forging items or for other items that contain forging items	Restriction on Acquisition of Forgings	DEC 2009
252.225-7028	Purchase of supplies and services for international military education and FMS	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7033	Applies when there is a lower-tier subcontract exceeding \$1 M with UK firm	Waiver of United Kingdom Levies	APR 2003
252.225-7048	All	Export-Controlled Items	JUN 2013



252.225-7052	Applies in accordance with DFARS 252.225-7052(d)	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	JAN 2023
252.225-7056	All	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7058	Any subcontract with value exceeding \$5M, except for commercial products and services	Post award Disclosure of Employment of Individuals Who Work in the People's Republic of China	JAN 2023
252.225-7060	All	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JAN 2023
252.225-7967 (Dev)	All	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-00006)	MAR 2024
252.225-7972 (Dev)	All	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-00015)	MAY 2020
252.225-7995 (Dev)	All subcontracts that require subcontractor personnel to perform in USCENTCOM AOR	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-00004)	SEP 2017
252.226-7001	Applies to all subcontracts exceeding \$500,000	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Applies in accordance with DFAR 252.227-7013(k)	Rights in Technical Data-- Other Than Commercial Products and Commercial Services	MAR 2023
252.227-7014	Applies in accordance with DFAR 252.227-7014(k)	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation	MAR 2023
252.227-7015	Applies in accordance with DFAR 252.277-7015(e)	Technical Data--Commercial Products and Commercial Services	MAR 2023
252.227-7016	All	Rights in Bid or Proposal Information	JAN 2023
252.227-7019	Applies to all contractual instruments at any tier that require furnishing computer software in performance	Validation of Asserted Restrictions--Computer Software	JAN 2023
252.227-7020	See "CLARIFICATIONS ON THE APPLICABILITY OF DFARS 252.227-7020"	Rights In Special Works	JUN 1995
252.227-7025	Applies in accordance with DFARS 227.7103-6(c) , 227.7104 (f)(1), or 227.7203-6	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2023
252.227-7027	All	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	Applies in accordance with 227.7103-6(e)(2) or 227.7104 (e)(4)	Technical Data--Withholding of Payment	MAR 2000
252.227-7037	Applies to Purchase Orders at any tier that require delivery of technical data	Validation of Restrictive Markings on Technical Data	JAN 2023
252.227-7039	Applies when inventions made in performance of contract	Patents - Reporting of Subject Inventions	APR 1990
252.229-7006	Applies when performance will be in the UK	Value Added Tax Exclusion (United Kingdom)	DEC 2011
252.231-7000	Applies when FAR Subparts 31.1, 31.2, 31.6, and 31.7 apply	Supplemental Cost Principles	DEC 1991
252.233-7001	Performance outside US and outlying areas	Choice of Law (Overseas)	JUN 1997
252.234-7004	Applies to subcontracts that exceed \$50M at any tier	Cost and Software Data Reporting System--Basic	NOV 2014
252.237-7010	Applies to all subcontracts, including subcontracts for commercial products, that may require subcontractor personnel to interact with detainees in the course of their duties	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023



252.239-7010	Applies to Purchase Orders that involve or may involve cloud services, including subcontracts for commercial services	Cloud Computing Services	JAN 2023
252.239-7018	Subcontracts for Information Technology	Supply Chain Risk	DEC 2022
252.242-7006	CR subcontracts	Accounting System Administration	FEB 2012
252.243-7001	FP subcontracts	Pricing Of Contract Modifications	DEC 1991
252.243-7002	> S.A.T.	Requests for Equitable Adjustment	DEC 2022
252.244-7000	All	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.244-7001	All CR subcontracts; letter/T&M/LH contracts in excess of SAT, and FP contracts that exceed SAT if UCA are anticipated under that subcontract	Contractor Purchasing System Administration	MAY 2014
252.245-7003	When 52.245-1 applies	Contractor Property Management System Administration	APR 2012
252.245-7005	When 52.245-1 applies	Management and Reporting of Government Property	JAN 2024
252.246-7007	Applies in accordance with DFARS 252.246-7007(e)	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023
252.246-7008	Applies in accordance with DFARS 252.246-7008(e)	Sources of Electronic Parts	JAN 2023
252.247-7023	Applies if required by DFARS 252.247-7023(b)(2)	Transportation of Supplies by Sea	JAN 2023
252.249-7002	Applies if subcontract exceeds DFARS 249.7003(c)(1) at time of notice per DFARS 252.249-7002	Notification of Anticipated Contract Termination or Reduction	DEC 2022

Note A: "Thresholds" referenced in this column are based on the date of Purchase Order/Subcontract award. For purposes of this column, "Subcontract," and "Purchase Order" shall have the same meaning as "Purchase Order," and "Subcontractor" shall have the same meaning as "Seller."

In Full Text:

52.227-3 Patent Indemnity (APR 1984) -- Alternate II (APR 1984).

- a. The Seller shall indemnify the Buyer and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Buyer/Government of such supplies or construction work.
- b. This indemnity shall not apply unless the Seller shall have been informed as soon as practicable by the Buyer/Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Buyer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Seller, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Seller, unless required by final decree of a court of competent jurisdiction.
- c. This patent indemnification shall cover the following items:
Commercial products and commercial services

(End of Clause)



Supplemental Instructions Regarding Invoicing (NAVSEA) (JAN 2019)

- a. For other than firm fixed priced contract line-item numbers (CLINs), the Seller agrees to segregate costs incurred under this Purchase Order/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CUN level, rather than at the total Purchase Order/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SUN, or CLIN level. For other than firm fixed price subcontracts, Sellers are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Sellers may email encryption code information directly to the Buyer. Should the Seller lack encryption capability, the Seller may also email detailed supporting cost information directly to the Buyer; or other method as agreed to by the Buyer.
- b. Sellers submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to Buyer on the same date they submit the invoice in WAWF. No payments shall be due if the Seller does not provide the Buyer email notification as required herein.

(End of Text)

Clarifications on the Applicability of DFARS 252.227-7020

1. In accordance with DFARS 227.7106(a)(2) and 227.7205(a)(2), this text clarifies when the clause DFARS 252.227-7020, RIGHTS IN SPECIAL WORKS (JUN 1995), applies.
2. For works other than technical data, computer software, and computer software documentation, DFARS 252.227-7020 applies to:
 - a. All works first produced, created, or generated under this Purchase Order and required to be delivered; and,
 - b. All works that are: copyrighted by the Seller; not first produced, created, or generated under this Purchase Order; and incorporated into works otherwise first produced, created, or generated under Prime Contractor Statement of Work sections 3.4.2, 3.4.6 and 3.4.8 and required to be delivered under this Purchase Order.
3. For works that are technical data, computer software, or computer software documentation, DFARS 252.227-7020 applies only to those works that:
 1. are first produced, created, or generated under Prime Contractor Statement of Work sections 3.4.2, 3.4.6 and 3.4.8 and required to be delivered; or
 2. are copyrighted by the Seller; not first produced, created, or generated under this Purchase Order; and incorporated into works otherwise first produced, created, or generated under Prime Contractor Statement of Work sections 3.4.2, 3.4.6 and 3.4.8 and required to be delivered under this Purchase Order.

Submission of Transportation Documents For Audit (FEB 2006)

(APPLIES TO FIRST TIER COST TYPE SUBCONTRACTORS ONLY)

- a. The Seller shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--
 1. By the Seller under a cost-reimbursement Purchase Order; and
 2. By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- b. Cost-reimbursement Sellers shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Seller and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- c. Sellers shall submit the above referenced transportation documents to--

Edward Rogan III
Naval Sea Systems Command (HQ) 1333 Isaac Hull Ave., SE
Washington Navy Yard, DC 20376-2020



252.211-7003 Item Unique Identification and Valuation (JAN 2023)

a. Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means—

1. For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
2. For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows. DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acg.osd.mil/asda/dpc/ce/ds/unique-id.html>.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

1. For fixed-price type line, subline, or exhibit line items, the unit price identified in the Purchase Order at the time of delivery;
2. For cost-type or undefinitized line, subline, or exhibit line items, the Seller's estimated fully burdened unit cost to the Government at the time of delivery; and,
3. For items produced under a time-and-materials Purchase Order, the Seller's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.aimglobal.org/?Reg Authority15459>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article, or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.



Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

- b. The Seller shall deliver all items under a contract line, subline, or exhibit line item.
- c. Unique item identifier.

1. The Seller shall provide a unique item identifier for the following:

- i. Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description

- ii. Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description

(If items are identified in the Schedule, insert "See Schedule" in this table.)

- iii. Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.
- iv. Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.
- v. Any item not included in paragraphs (c)(l)(i), (ii), (iii), or
- vi. of this clause for which the Seller creates and marks a unique item identifier for traceability.



2. The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the Seller.
3. The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.
4. Data syntax and semantics of unique item identifiers. The Seller shall ensure that
 - i. The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Seller:
 - a. Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
 - b. Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
 - c. Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
 - ii. The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.
5. Unique item identifier.
 - i. The Seller shall—
 - a. Determine whether to—
 1. Serialize within the enterprise identifier;
 2. Serialize within the part, lot, or batch number; or
 3. Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and,
 - b. Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(I) of this clause, based on the criteria provided in MILSTD- 130, Identification Marking of US Military Property, latest version;
 - c. Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and,
 - d. Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The Seller shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL- STD-130, latest version.
 - ii. The issuing agency code—
 - a. Shall not be placed on the item; and
 - b. Shall be derived from the data qualifier for the enterprise identifier.
- d. For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this Purchase Order, the Seller shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
 1. Unique item identifier.
 2. Unique item identifier type.



3. Issuing agency code (if concatenated unique item identifier is used).
 4. Enterprise identifier (if concatenated unique item identifier is used).
 5. Original part number (if there is serialization within the original part number).
 6. Lot or batch number (if there is serialization within the lot or batch number).
 7. Current part number (optional and only if not the same as the original part number).
 8. Current part number effective date (optional and only if current part number is used).
 9. Serial number (if concatenated unique item identifier is used).
 10. Government's unit acquisition cost.
 11. Unit of measure.
 12. Type designation of the item as specified in the Purchase Order schedule, if any.
 13. Whether the item is an item of Special Tooling or Special Test Equipment.
 14. Whether the item is covered by a warranty.
- e. For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Seller shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this Purchase Order, the following information:
1. Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
 2. Unique item identifier of the embedded subassembly, component, or part.
 3. Unique item identifier type.**
 4. Issuing agency code (if concatenated unique item identifier is used).**
 5. Enterprise identifier (if concatenated unique item identifier is used).**
 6. Original part number (if there is serialization within the original part number).**
 7. Lot or batch number (if there is serialization within the lot or batch number).**
 8. Current part number (optional and only if not the same as the original part number).**
 9. (Current part number effective date (optional and only if current part number is used)).**
 10. Serial number (if concatenated unique item identifier is used).**
 11. Description.
- ** Once per item.
- f. The Seller shall submit the information required by paragraphs (d) and (e) of this clause as follows:
1. End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this Purchase Order, and the Seller is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
 2. Embedded items shall be reported by one of the following methods--
 - i. Use of the embedded items capability in WAWF;
 - ii. Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
 - iii. Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- g. Subcontracts. If the Seller acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Seller shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of Clause)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)

- a. Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this Purchase Order, are generally an allowable cost, provided the fees are paid to--



1. A bona fide employee of the Seller; or
 2. A bona fide established commercial or selling agency maintained by the Seller for the purpose of securing business.
- b. For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before Purchase Order award, the following contingent fees are unallowable under this Purchase Order:
1. For sales to the Government(s) of Australia, contingent fees in any amount.
 2. For sales to Governments not listed in paragraph (b)(l) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of Clause)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside The United States (JUN 2015)

- a. Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- b. Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
1. Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a US entity;
 2. Ensure that Contractor and subcontractor personnel who are US nationals and are in-country on a non-transitory basis, register with the US Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 3. Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- c. The requirements of this clause do not apply to any subcontractor that is--
1. A foreign government;
 2. A representative of a foreign government; or
 3. A foreign corporation wholly owned by a foreign government.
- d. Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202)433-9077

(End of Clause)

252.251-7000 Ordering from Government Supply Sources (AUG 2012)

- a. When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:
1. A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).
 2. The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.
 3. The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.
- b. When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.
- c. When placing orders for Government stock on a reimbursable basis, the Contractor shall--



1. Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
 2. Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
 3. Order only those items required in the performance of Government contracts; and
 4. Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.
- d. When placing orders for Government stock on a non-reimbursable basis, the Contractor shall-
1. Comply with the requirements of the Contracting Officer's authorization; and
 2. When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.
- e. Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.
- f. Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:
- Contractor's Billing Address [include point of contact and telephone number]:
- Government Remittance Address:
Naval Sea Systems Command (HQ) 1333 Isaac Hull Ave., SE
Washington Navy Yard, DC 20376-2020

(End of Clause)