
Supplement II – Department of Defense FAR (DFAR) U.S. Government Contract Provisions

A. INCORPORATION OF DFARS CLAUSES

The Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, during the performance of this Contract. When a DFARS clause uses a word or term that is defined in the DFARS, the word or term shall have the same meaning as in the definition in DFARS 202.101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the DFARS where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act of 1978, as amended, shall have no application to this Contract. Any reference to “Disputes” clause shall mean the “Disputes” clause contained in the Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by Buyer and Supplier in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Contract:

1. “Commercial Item” means a commercial item as defined in FAR 2.101.
2. “Contract” means the Agreement, to which this Exhibit 1B is attached.
3. “Contractor” means Supplier, as defined in the Contract, acting as the immediate (first-tier) subcontractor to Buyer
4. “Prime Contract” means the contract between Buyer and the U.S. Government or between Buyer and its higher-tier contractor in support of a contract with the U.S. Government.
5. “Subcontract” means any contract placed by Contractor or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute “Buyer” for “Government” or “United States” throughout this clause.
2. Substitute “Buyer Purchasing Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause.
3. Insert “and Buyer” after “Government” throughout this clause.
4. Insert “or Buyer” after “Government” throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through the Buyer Procurement Representative.
6. If any DFARS Clauses do not apply to a specific Purchase Order, such clauses are considered self-deleting.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor shall, at the request of Buyer, accept amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause contained in SASLDOC 3.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

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

F. DoD FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES

1. The following DFARS clauses apply to all Contracts:

- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 252.204-7000 DISCLOSURE OF INFORMATION
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
- 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION
- 252.215-7000 PRICING ADJUSTMENTS
- 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL
- 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
- 252.225-7013 DUTY-FREE ENTRY
- 252.225-7021 TRADE AGREEMENTS
- 252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
- 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
- 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES

- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES
- 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PARTS PART DETECTION AND AVOIDANCE SYSTEM
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

2. **The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$150,000:**

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

3. **The following DFARS clauses apply to this Contract if the value of this Contract equals or exceeds \$750,000:**

- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION

4. **The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$1,500,000:**

- 252.211-7000 ACQUISITION STREAMLINING
- 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
- 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS
- 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES

5. **The following DFARS clause applies to this Contract if the value of this Contract equals or exceeds \$5,000,000:**

- 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL
- 252.203-7004 DISPLAY OF HOTLINE POSTERS