

## **APPLICABLE FEDERAL ACQUISITION REGULATION (FAR) AND FAR SUPPLEMENT CLAUSES**

The following FAR and FAR supplement clauses as amended by applicable Federal and Defense acquisition circulars in effect as of the date of this purchase order are incorporated herein by reference. These clauses by reference are incorporated with the same force and effect as if they were given in full text.

Except as noted in individual clauses, the following changes to the FAR and Agency FAR Supplements are made:

*NEA Electronics' Customer* – means any entity, government or commercial, at any level in the contractual chain, including the final end user, to which NEA Electronics supplies or services related in any way to the supplies and services covered by this P.O. are provided.

*Contract, Schedule, Order or P.O.* – means Purchase Order

*Contracting Officer* – means a duly authorized representative of NEA Electronics Procurement department

*Contractor or Offeror* – means Seller

*Government* – means NEA Electronics

*Prime Contract* – means the contract between the Government and its Prime Contractor

*Subcontractor* – means any person with whom the Seller contracts in connection with the performance of this Order and their subcontractors at any level

*Subcontract* – includes Purchase Orders and lower tier subcontracts at any tier, which Seller issues under this Order

Seller agrees that the Contracting Officer, Contracting Officers customer under whose contract this Purchase Order is placed through their authorized representative(s), shall have the right to visit Seller(s) plant and Seller(s) subcontractor(s) plants engaged in work under this Order during normal business hours, for the purpose of making any inspections or obtaining any information, pertinent to the Order or any Subcontract placed thereunder. Prior notification of such visits shall be given to Seller by the Contracting Officer in order to minimize interference of normal operations of such plants. Seller agrees to insert in any subcontract or order placed under this Order a statement reserving these rights to the Contracting Officer or Contracting Officers customer.

**APPLICABLE TO ALL SOLICITATIONS & ORDERS, REGARDLESS OF VALUE**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity <i>"Government means Government" and "Contacting Officer" means "Contracting Officer". Paragraph (e) is added: "(e) To the extent the Government has reduced NEA Electronics' price or fee in accordance with paragraph (c) of this clause for violations of the Act by Seller, NEA Electronics may reduce the price or fee of this Order accordingly."</i>
52.204-2	Security Requirements <i>Applicable to Orders involving access to classified information.</i>
52.208-8	Required Sources for Helium and Helium Usage Data
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications
52.215-15	Pension Adjustments and Asset Reversions <i>Applicable to Orders the require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.</i>
52.215-16	Facility Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions <i>Applicable to Orders the require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.</i>
52.215-19	Notification of Ownership Changes
52.222-1	Notice to the Government of Labor Dispute
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation
52.222-17	Nondisplacement of Qualified Workers <i>Applicable to service contracts.</i>
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity <i>"Contracting Officer means Contracting Officer"</i>
52.222-50	Combating Trafficking in Persons
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-7	Notice of Radioactive Materials <i>Applicable to orders for supplies which are, or which contain radioactive material.</i>
52.223-11	Ozone-Depleting Substances
52.223-18	Contractor Policy to Ban Text Messaging While Driving <i>Applicable to all subcontracts exceeding the micro-purchase threshold</i>
52.225-1	Buy American Act –Supplies <i>Applicable to Orders that require Seller to provide items that will be end products under the prime contract.</i>
52.225-2	Buy American Act Certificate
52.225-3	Buy American Act -- Free Trade Agreements – Israeli Trade Act Certificate <i>Applicable to Orders that require Seller to provide items that will be end products under the prime contract.</i>
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-13	Restrictions on Certain Foreign Purchases
52.225-14	Inconsistency Between English Version and Translation of Contract
52.227-3	Patent Indemnity <i>The term "Government" means "Government and NEA Electronics".</i>
52.227-9	Refund of Royalties <i>Applicable to Orders that includes royalties of \$250 or more in the order price.</i>

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.227-10	Filing of Patent Applications-Classified Subject Matter <i>Applicable to Orders involving access to classified information.</i>
52.227-11	Patent Rights – Retention by the Contractor (Short Form) <i>Applicable to Orders to small business firms or nonprofit organizations for the performance of experimental, developmental or research work. "Contracting Officer" means "Contracting Officer". "Government" means "Government".</i>
52.227-14	Rights in Data – General <i>In paragraph (b) Allocation of Rights "Government" means "Government" and "Contractor" changes to "Seller" rather than "NEA Electronics". "Contracting Officer" means "Contracting Officer" in the first sentence of paragraph (c)(1) and in paragraph (e).</i>
52.228-5	Insurance – Work on a Government Installation <i>Applicable to orders that requires work on Government installations. "Government" means "Government"</i>
52.229-3	Federal, State and Local Taxes
52.229-4	Federal, State and Local Taxes (State and Local Adjustments)
52.232-16	Progress Payments
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-3	Protest After Award
52.234-1	Industrial Resources Developed Under Defense Production Act Title III <i>"Government" means "Government"</i>
52.242-15	Stop Work Order
52.243-1	Changes – Fixed Price
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.246-2	Inspection of Supplies – Fixed Price <i>"Government" means "Government and/or NEA Electronics"</i>
52.246-3	Inspection of Supplies – Cost-Reimbursement <i>"Government" means "Government and/or NEA Electronics"</i>
52.246-16	Responsibility for Supplies
52.246-23	Limitation of Liability <i>"Applicable to Orders that require Seller to provide supplies. "Government" means "Government and/or NEA Electronics".</i>
52.246-24	Limitation of Liability – High Value Items
52.246-25	Limitation of Liability – Services <i>Applicable to Orders that requires Seller to provide services. "Government" means "Government and/or NEA Electronics".</i>
52.247-63	Preference for U.S. – Flag Air Carriers <i>Applicable to Orders involving international air transportation</i>
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels

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<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.204-7000	Disclosure of Information
252.204.7008	Requirements for Contracts Involving Export-Controlled Items
252.204-7012	Safeguarding of Unclassified Controlled Technical Information
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.215-7000	Price Adjustments
252.223-7001	Hazard Warning Labels
252.223-7006	Prohibition on Storage and Disposal Of Toxic And Hazardous Materials
252.223-7008	Prohibition of Hexavalent Chromium (May 2011)
252.225-7001	Buy American Act and Balance of Payments Program

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<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.225-7002	Qualified Country Sources as Subcontractors
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry <i>Include in all subcontracts for qualifying country components or, nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit</i>
252.225-7016	Restrictions On Acquisitions Of Ball and Roller Bearings
252.225-7021	Trade Agreements
252.225-7025	Restrictions On Acquisition Of Forgings
252.225-7030	Restrictions On Acquisition Of Carbon, Alloy, And Armor Steel Plates
252.225-7035	Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.
252.225-7036	Buy American Act--Free Trade Agreements-- Balance of Payments Program
252.227-7013	Rights in Technical Data - - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation <i>The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.</i>
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data-Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.237-7010	Prohibition on Interrogation of Detainees by Contractor
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
252.245-7001	Reports of Government Property <i>"Government" means "Government"</i>
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.251-7000	Ordering From Government Supply Sources

<b>Clauses No.</b>	<b>NASA FAR Supplement Clause Title</b>
1852.204-75	Security Classification Requirements <i>Applicable to only to those Orders involving access to classified information.</i>
1852.211-70	Packaging, Handling and Transportation
1852.219-74	Use of Rural Area Small Business
1852.223-71	Frequency Authorization
1852.223-74	Drug and Alcohol-Free Workforce
1852.225-70	Export Licenses
1852.227-11	Patent Rights-Retention by the Contractor (Short Form)
1852.227-70	New Technology
1852.227-84	Patent Right Clauses
1852.228-76	Cross-Waiver Of Liability For Space Station Activities
1852.228-78	Cross-Waiver Of Liability For NASA Expendable Launch Vehicle Launches
1852.246-73	Human Space Flight Item

### **Additional Clauses Applicable to orders involving Ammunition and/or Explosives**

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.223-7002	<b>Safety Precautions for Ammunition and Explosives (MAY 1994)</b> "Contracting Officer" shall mean Government or Buyer in paragraphs (c), (d), and (g), except in the first and third sentences of (g) (ii). Applicable if the subcontract involves ammunition or explosives. Seller understands and agrees to the Government's and Buyer's right of access to the Seller's facilities, personnel, and safety program documentation to review and evaluate safety programs, implementation, and facilities, including Seller's compliance with applicable law under this clause. Seller shall accept direction to cease performance of this contract if a serious, uncorrected or

recurring safety deficiency potentially causes an imminent hazard to Government or Buyer personnel, property or contract performance.)

*Definition.* "Ammunition and explosives," as used in this clause—

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system—

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;
- (iv) Oxidizers;
- (v) Powdered metals; or
- (vi) Other materials having fire or explosive characteristics.

(b) *Safety requirements.*

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) *Noncompliance with the manual.*

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to

direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) *Mishaps.* If a mishap involving ammunition or explosives occurs, the Contractor shall—

- (1) Notify the Contracting Officer immediately;
- (2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and
- (3) Submit a written report to the Contracting Officer.

(e) *Contractor responsibility for safety.*

(1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of—

- (i) The Contractor's personnel and property;
- (ii) The Government's personnel and property; or
- (iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) *Contractor responsibility for contract performance.*

(1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) *Subcontractors.*

(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized

	<p>Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.</p> <p>(ii) <b>NOTE:</b> The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to “the Government”. The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.</p> <p>(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.</p> <p>(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.</p> <p>(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled “Change in Place of Performance--Ammunition and Explosives”.</p>
252.223-7003	Change in Place Of Performance-Ammunition and Explosives <i>Applicable to Orders involving ammunitions and explosives</i>
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives

**Additional Clauses Applicable to orders exceeding \$2,500.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.222-41	Service Contract Act of 1965, as amended <i>Applicable to all subcontracts exceeding \$2,500.00</i>
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements <i>Applicable to all service contracts exceeding \$2,500.00</i>
<b>Clauses No.</b>	<b>NASA FAR Supplement Clause Title</b>
1852.223-72	Safety and Health (Short Form) <i>Applicable to Orders exceeding \$2,500.00</i>

**Additional Clauses Applicable to orders exceeding \$10,000.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.222-20	Walsh Healy Public Contracts Act <i>Applicable to orders exceeding \$10,000.00</i>
52.222-36	Affirmative Action for Workers with Disabilities <i>Applicable to orders exceeding \$10,000.00.</i>
52.222-40	Notification of Employee Rights Under the National Labor Relations Acts

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement <i>Applicable to orders exceeding \$10,000.00.</i>
52.222-36	Affirmative Action for Workers with Disabilities <i>Applicable to all subcontracts exceeding \$15,000</i>

### Additional Clauses Applicable to orders exceeding \$25,000.00

Clauses No.	FAR Clause Title
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards <i>Applicable to first-tier subcontracts of \$25,000 or more</i>
52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or proposed for Debarment <i>Applicable to all subcontracts exceeding \$30,000 except for commercial items</i>

### Additional Clauses Applicable to orders exceeding \$100,000.00

Clauses No.	FAR Clause Title
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. <i>Applicable to orders exceeding \$100,000.00.</i>

### Additional Clauses Applicable to orders exceeding the Simplified Acquisition Threshold

Clauses No.	FAR Clause Title
52.203-6	Restrictions on Subcontractor Sales to the Government <i>Applicable to all subcontracts exceeding the simplified acquisition threshold</i>
52.203-7	Anti-Kickback Procedures <i>Applicable to Orders exceeding the simplified acquisition threshold. Paragraph (c)(1) does not apply. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contractor level or has directed EBA&amp;D to withhold any sum from the Seller. EBA&amp;D may..."</i>
52.215-2	Audit and Records – Negotiations <i>Applicable to all subcontracts that exceed the simplified acquisition threshold. "Contracting Officer" in paragraph (b), (c) and € means "Contracting Officer"</i>
52.215-12	Subcontractor Certified Cost or Pricing Data <i>Applicable to all subcontracts that exceed the threshold for certification of cost or pricing data</i>
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications <i>Applicable to all subcontracts that exceed the threshold for certification of cost or pricing data</i>
52.215-14	Integrity of Unit Prices <i>Applicable to all subcontracts above the simplified acquisition threshold</i>
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications <i>Applicable to all subcontracts that exceed the threshold for certification of cost or pricing data</i>
52.219-8	Utilization of Small Business Concerns <i>Applicable if Orders exceeding the simplified acquisition threshold</i>
52.222-40	Notification of Employee Rights Under the National Labor Relations Acts <i>Applicable to all subcontracts that exceed the simplified acquisition threshold.</i>
52.222-54	Employment Eligibility Verification <i>Applicable to all subcontracts that exceed the simplified acquisition threshold</i>
52.225-8	Duty Free Entry <i>Applicable to Orders for supplies identified as accorded "duty-free entry", or other foreign supplies in excess of the simplified acquisition threshold to be imported into the customs territory of the United States. In paragraph (c)(1) "20 days" is changed to "30 days". In paragraph (c)(2) "10 days" is changed to "20 days". "Government" means "Government" and "Contracting Officer" means "Contracting Officer" in paragraph (e).</i>
52.227-1	Authorization and Consent <i>Applicable to all subcontracts exceeding the simplified acquisition threshold The term "Government" shall mean "Government" for the complete context of this clause.</i>
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement <i>Applicable to all subcontracts exceeding the simplified acquisition threshold</i>



<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies <i>Applicable to all first-tier subcontracts exceeding the simplified acquisition threshold</i>
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns <i>Include in all subcontracts exceeding the simplified acquisition threshold.</i>
252.247-7023	Transportation of Supplies by Sea <i>Applicable to Orders exceeding the simplified acquisition threshold. "Prime Contract" in paragraph (a)(5) is changed to "this Order". Paragraph (c) is changed to read "Seller and its subcontractors may request that EBA&amp;D obtain Government authorization for shipment..." , "45 days " is changed to "60 days" in paragraph (d) and "30 days" to "25 days" in paragraph (e).</i>

### **Additional Clauses Applicable to orders exceeding \$150,000.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions <i>Applicable to Orders exceeding \$150,000.</i>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions <i>Applicable to all subcontracts that exceed \$150,000</i>
52.222-4	Contract Work Hours and Safety Standards Act- Overtime Compensation <i>Applicable to Orders exceeding \$150,000. "Contracting Officer" means "Contracting Officer" in paragraph 2. EBA&amp;D may withhold or recover from Seller any sums that EBA&amp;D's customer withholds or recovers from EBA&amp;D due to a violation of provision of this clause by Seller or Seller's Subcontractors.</i>

<b>Clauses No.</b>	<b>NASA FAR Supplement Clause Title</b>
1852.244-70	Geographic Participation In The Aerospace Program <i>Applicable to Orders exceeding \$100,000.00</i>

<b>Clauses No.</b>	<b>Code of Federal Regulations Title</b>
29 CFR Part 470	Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees; Final Rule <i>Applicable to Orders exceeding \$100,000.00</i>

### **Additional Clauses Applicable to orders exceeding \$ 650,000.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.219-9	Small Business Subcontracting Plan <i>Applicable to Orders exceeding \$650,000.00. Not applicable if Subcontractor is a Small Business.</i>

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States <i>Applicable to all first-tier subcontracts exceeding \$650,000, except for commercial items</i>

### **Additional Clauses Applicable to orders exceeding \$ 700,000.00**

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.230-2	Cost Accounting Standards <i>Applicable to negotiated subcontracts exceeding \$700,000</i>
52.214-26	Audit and Records-Sealed Bidding <i>Applicable if sealed bidding is used.</i>
52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications –Sealed Bidding <i>Applicable if sealed bidding is used.</i>
52.230-3	Disclosure and Consistency of Cost Accounting Standards <i>Applicable to negotiated subcontracts exceeding \$700,000</i>

<b>Clauses No.</b>	<b>FAR Clause Title</b>
52.230-6	Administration of Cost Accounting Standards <i>For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5</i>

**Additional Clauses Applicable to orders exceeding \$1,500,000.00**

<b>Clauses No.</b>	<b>DFAR Supplement Clause Title</b>
252.211-7000	Acquisition Streamlining <i>Applicable to Orders exceeding \$1,500,000.00. "Government" means "Government"</i>

<b>Clause No.</b>	<b>NASA FAR Supplement Clause Title</b>
1852.223-72	Safety and Health (Short Form) <i>Applicable to Orders exceeding \$1,000,000.00. Or orders for hazardous materials or operations, regardless of dollar value.</i>

**Additional Clauses Applicable to orders exceeding \$5,000,000.00**

<b>Clauses No.</b>	<b>Code of Federal Regulations Title</b>
52.203-13	Contractor Code of Business Ethics and Conduct <i>Applicable to subcontracts in excess of \$5,000,000 with a period of performance of more than 120 days</i>