



Supplier Quality Requirements

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Revision Level: K

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Approval	Signature
Quality Manager <i>(Document Owner)</i>	Signed ECR is on File.

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1 PURPOSE

This document outlines ARC TECHNOLOGIES, INC (Buyer) requirements and expectations of Suppliers for materials, parts, components, services and deliveries (products) purchased by the Buyer intended for incorporation into, or that may impact the conformity of the Buyer’s products and services. The Supplier must ensure that their employees, sub-tier Suppliers / contractors understand the requirements of this document as it pertains to fulfillment of the Buyer’s purchase order (PO).

2 QUALITY MANAGEMENT SYSTEM

The Supplier shall maintain a quality management system (QMS) registered to or aligned with the requirements set forth in the ISO9001 / AS9100 International Standards, or another system which is acceptable to the Buyer. The Buyer reserves the right to audit the Supplier’s QMS to determine the level of conformance with the International Standards, the Supplier’s own requirements and applicable statutory and regulatory requirements.

3 QUALITY COMMITMENT

The Supplier shall demonstrate a commitment to continual improvement in the areas of cost, quality, delivery and service. Such commitment includes meeting Buyer’s quality and on-time delivery requirements, compliance with all aspects of the Buyer’s PO and terms and conditions, adopting a Zero Defect approach and creating a culture of integrity, trust and mutual respect. The Buyer will treat the Supplier in kind, strive to listen to Supplier’s concerns, and communicate expectation and requirements in a clear and timely fashion.

4 RIGHT OF ACCESS


Buyer shall have the right to perform in-process inspections, audits, and system surveillance of Supplier and associated sub-tier Suppliers / subcontractors’ facilities, processes and documented information to verify conformance to the requirements of the Buyer’s (PO). Such right of access will extend to Government, statutory and regulatory agency representatives to perform compliance audits as required. Such audits will be done so at no cost to the Buyer or the agencies involved.

5 CONFIDENTIALITY

Supplier agrees not to make use of or disclose to third parties any data, designs, drawings, specifications and other information furnished to it by Buyer except for the performance of any Buyer purchase order. All Buyer order information is confidential between Buyer and Supplier and it is agreed by Supplier that none of the details connected therein shall be published or disclosed to any third party without Buyer’s written permission.

6 RECORDS

Supplier shall maintain documented information including test reports, batch records, raw data approval, etc., of all manufacturing, inspecting and testing in connection with the Buyer’s PO. At Buyer’s election, such records shall be made available to the Buyer’s Customers and/or appropriate statutory and regulatory agencies during the performance of this PO and for at least seven (7) years after completion of PO requirements or for such longer periods, if any, as may be specified elsewhere in the PO. Records shall be indexed, legible and stored in a manner permitting easy access, retrieval and protection, and shall be made available to Buyer upon request at no cost.

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7 PRODUCT IDENTIFICATION AND TRACEABILITY

Supplier shall identify product by suitable means and retain the required documented information to ensure traceability and recall if necessary. Traceability requirements may include; identification throughout the product life, date of manufacture, batch / lot numbers, equipment / processes utilized, calibration records and documented information regarding product assembly, inspection, testing, and release to Buyer.

8 BUYER-FURNISHED / OWNED MATERIAL, TOOLING AND INFORMATION

Supplier shall establish procedures for controlling Buyer furnished material, tooling and information (property). Supplier procedures shall define requirements for protecting and safeguarding the integrity of Buyer's property, including provisions for preventing damage, compromised integrity, deterioration or loss. When Buyer's property is found to be damaged, lost or unsuitable for use, Supplier shall immediately notify Buyer in writing and retain documented information on what has occurred.

9 PRODUCT ACCEPTANCE AND CERTIFICATIONS

9.1 Certification

The Supplier must include a Certificate of Compliance or a Certificate of Analysis as appropriate in each shipment unless otherwise agreed. Supplier shall provide SPC data when required.

9.2 Mercury Free

Mercury contamination of the material will be cause for rejection. The use of mercury, mercury compounds or mercury-bearing instruments and/or equipment in a manner, which might cause contamination in the manufacturing, assembly, or testing of material on this contract is prohibited.


9.3 ROHS Certification

A certificate is required stating that the referenced materials are fully RoHS Compliant, meeting the European Parliament Directive entitled "Restrictions on the use of Hazardous Substances" (RoHS) This directive prohibits the use of the following elements in electrical/electronic equipment sold after 01JUL06: Cadmium (Cd), Lead (Pb) Mercury, including chemically or thermally unstable mercury compounds (Hg), Hexavalent Chromium (Cr(VI)), Polybrominated Biphenols (PBBs), Poylbrominated Diphenyl Ethers (PBDEs) and Decabromodephynl Ether (DecaBDE).

9.4 Receiving Verification and Acceptance

Buyer's receiving process includes verification of part numbers, quantities, shelf-life, labeling, shipping documents, and condition of the shipment. Suppliers may have their shipments sampled for product conformance. Certifications are required and are to be included in each shipment unless otherwise agreed.

Raw materials deemed to have significant operational risk as determined by the Buyer or the Buyer's customer will be subject to Buyer's validation protocol. Such protocol may include a variety of validation methods; such as, source inspection of material at Supplier's premises, audit / validation of Supplier's manufacturing process and test procedures, Supplier retesting of raw material once received or independent testing (internally or externally) of such material. Buyer reserves the right to utilize any one of these methods to periodically validate raw materials deemed to have a significant risk to product conformity and the provision and use of the product in question.

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9.5 Incoming Inspection

All material/product and associated documentation furnished by the Supplier must conform to the Buyer's PO requirements and specifications, and is subject to inspection and acceptance by the Buyer upon delivery. If discrepancies are found with the material/product and associated documentation, Buyer reserves the right to withhold payment, reject and/or return, at the risk and expense of the Supplier, all, or any portion(s) of shipment(s), which fail to comply with Buyer's requirements or specifications.

10 SUPPLIER MONITORING

The Buyer will monitor the Supplier's performance on a regular basis to ensure quality and on time delivery requirements are met. In situations where Supplier fails to meet such requirements, a Supplier Corrective Action (SCAR) may be issued.

11 CONTROL OF NONCONFORMANCE / CORRECTIVE ACTION

The Supplier shall establish and maintain a system to ensure that all nonconforming and/or suspect product is immediately identified, segregated, and dispositioned. The Supplier shall properly record all nonconformities and dispositions. In such cases where the Buyer informs Supplier of a nonconformance found with the material/product delivered, the Supplier shall use a structured problem solving approach to find and address the underlying cause(s) of the nonconformity in question. Upon Buyer request (SCAR), the Supplier shall provide a written report describing the actual cause and corrective action plan to prevent recurrence. The Supplier shall retain documented information on the nature of the nonconformities, the actions taken and associated results.

For products furnished by the Buyer or of Buyer design, Supplier shall not repair any product found to be damaged, faulty or fails to meet Buyer specification / drawing requirements, without Buyer's written approval. Supplier shall notify Buyer in writing in such situations to request proper guidance.

12 CALIBRATION

Seller shall maintain a documented calibration system compliant to ISO 17025, ISO10012-1 or Z Z540.3-2006 for the calibration and maintenance of tools, jigs, inspection and test equipment. Seller shall validate the suitability and accuracy of such equipment to ensure product conformity for the product supplied. Objective evidence of calibrations shall be recorded and made available to the Buyer upon request.

13 EMPLOYEE AWARENESS & COMPETENCE

Supplier shall ensure the competency of personnel performing work that affects the conformity of product per the Buyer's PO. Supplier shall maintain and retain documented information for evaluating employee training and skills development. Supplier shall ensure employees are made aware of the Supplier's quality policy and objectives, their roles and responsibilities, the importance of ethical behavior, and their potential impact on product conformity and product safety.

14 NOTIFICATION OF CHANGES

Supplier shall notify Buyer, in writing, of any change in status to its manufacturing operations or quality system within 90 days prior to such changes. The types of changes include any relocation or transfer of manufacturing operations or change in the organization or processes that could impact product conformity. Supplier shall include in writing as a minimum, information regarding relocation, plant closure, transfer of Supplier's manufacturing operations, legal or regulatory restrictions, assessment of actual or potential impact to current POs, risk mitigation plan to ensure compliance to existing requirements.



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15 NOTIFICATION OF PART OBSOLESCENCE

Supplier shall notify Buyer if supplied material/product or associated constituent parts become obsolete, is subject to diminishing manufacturing sources or is no longer available from the original manufacturer. In such situations, Supplier shall notify Buyer in writing, 90 days in advance of such obsolescence to enable Buyer to qualify alternative material/product or sources as needed. Supplier assumes full responsibility for identification, notification, providing qualification data and analysis, and otherwise resolving the obsolescence issue for Buyer.

16 SELECTION AND CONTROL OF SUPPLIER'S SUB-TIER SOURCES

Supplier shall establish procedures for assessing, selecting and determining the capability of its sub-tier Suppliers / subcontractors used in support of the Buyer's PO. Results of such assessments shall be retained by the Supplier. Supplier is responsible for ensuring that all materials, services and components procured for incorporation into Buyers product, conforms to the requirements of the Buyer's PO. Supplier shall flow-down Buyer's Supplier's Quality Requirements to its sub-tier Suppliers along with all applicable requirements of Buyer's PO to ensure product / service conformity.

17 FOREIGN OBJECT DEBRIS (FOD) PREVENTION AND CONTROL


Supplier shall establish a FOD prevention program in accordance with National Aerospace Standard, NAS-412. Supplier shall ensure that its work environment and that of its sub-tier Suppliers / subcontractors, are suitable and properly maintained to ensure the conformity of product per the Buyer's PO. The Supplier shall take special care to prevent contamination or foreign object debris from being introduced to the product at any stage of manufacturing, testing or packaging activities. Supplier shall flow-down applicable FOD requirements to sub-tier Suppliers. Supplier shall inspect for FOD prior to closing inaccessible or obscured areas and compartments during assembly and packaging. Supplier shall ensure that tooling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD. By delivering Items to Buyer, Supplier shall be deemed to have certified to Buyer that such product is free from any FOD.

18 PRESERVATION OF PRODUCT

The Supplier shall establish processes for the preservation of product to ensure conformity to requirements during receipt, internal processing and delivery to the Buyer or its customer per the PO. The preservation of product includes raw material, components, parts, assemblies, work in progress, and Buyer furnished materials. Preservation includes provisions for cleaning, packaging, storage, FOD prevention, contamination control, shelf life control and stock rotation, handling and storage of sensitive and hazardous materials, and marking and labeling to maintain identification and traceability.

19 CONTROL OF SPECIAL PROCESSES

Suppliers engaged in special processes; such as, soldering, brazing, welding, etching, plating, casting, heat treating, etc., shall establish procedures to support special processes. Special Processes are those that produce part features that require destructive testing to verify conformity. Supplier must have approved methods on file supporting validation and acceptance of special processes; for example, magnetic particle inspection, dye penetrant inspection or radiographic inspection. Supplier shall maintain associated test results and process certifications on file and made available for review by Buyer upon request. Supplier shall maintain control for all special process sub-tier Suppliers as well.

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20 COUNTERFEIT PARTS – PREVENTION AND CONTROL

Supplier shall establish procedures and practices for counterfeit prevention and control to ensure that Counterfeit or Suspect product is not delivered to Buyer, see definitions below. Supplier shall establish processes to prevent, detect, mitigate, disposition, and report confirmed Counterfeit product. Supplier should use Aerospace Standard AS1674 as a guide.

Suspect Part – Material, items, or products in which there is an indication by visual inspection, testing, or other information that it may meet the definition of Counterfeit material below.

Counterfeit Material: “Fraudulent material that has been confirmed to be a copy, imitation or substitute that has been represented, identified, or marked as genuine, and / or altered by a source without legal right with intent to mislead, deceive or defraud.”

Examples of Counterfeit material may include indications of false identification of marking or labeling, grade, serial number, date code, documentation, or performance characteristics.


Supplier shall only purchase products directly from the original manufacturer or through an authorized distributor chain. Product shall not be acquired from independent distributors or brokers who cannot supply a certificate of conformance from, or traceability to, the original manufacture unless approved in advance and in writing by the Buyer.

If Suspect / Counterfeit product is furnished under the Buyer’s PO, and are found in any of the product delivered hereunder, such product will be impounded by Buyer. The Supplier shall promptly replace such Suspect / Counterfeit product with product acceptable to the Buyer. In such cases the Supplier shall be liable for all costs, indirect, special or consequential, relating to the removal and replacement of the product in question, including without limitation Buyer’s external and internal costs of removing Suspect / Counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Supplier’s product after Suspect / Counterfeit parts have been exchanged. At Buyer’s request, Supplier shall return any removed Suspect / Counterfeit product to Buyer in order that Buyer may turn such product over to its Government customer for further investigation.

Supplier shall immediately notify Buyer in writing with the pertinent facts if Supplier becomes aware or suspects that it has furnished Suspect / Counterfeit product. When requested by Buyer, Supplier shall provide documentation that authenticates traceability of the affected product to the original manufacture.

21 ZERO DEFECT PLANNING

Supplier must deliver defect-free material/product, on time, every time. Toward that end, the implementation of a Zero Defect Plan (ZDP) as part of a robust continual improvement approach is essential. Supplier’s ZDP efforts should identify and prioritize escapes and internal nonconformities, and implement cause and corrective action to prevent recurrence. Supplier should reach across to other processes and products to look for similar failures and take action to mitigate risks before escapes occur. The Buyer expects the Supplier to flow down ZDP requirements to applicable sub-tier Suppliers / subcontractors involved in fulfillment of Buyer’s PO.

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22 SPECIALTY METALS CLAUSE (DFARS)

22.1 Compliance

Supplier shall comply with the “Berry Amendment”, Defense Federal Acquisition Regulation Supplement (DFARS) 252-225.7014 (JUN 2005), Alt. 1 (APR 2003), Preference for Domestic Specialty Metals, unless otherwise stated in purchase order.

22.2 DOT Requirements


Supplier warrants that in the performance of all purchase orders, Supplier will comply with all applicable US Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations. Supplier further agrees to hold Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Supplier’s failure to comply with this warranty. The foregoing is in addition to, and not in mitigation of, any other requirements of related purchase orders.

23 DENIED PARTY LIST

Supplier certifies and gives notice by acceptance of this purchase order that Supplier’s entity, and its officers, owners, and directors are not on any U.S. Government Denial List, including but not limited to, Denied Parties List, U.S. Office of Foreign Asset Control Specially Designed Nationals List, U.S. State Department Restricted List or any Foreign Government Sanctioned List. During the course of this purchase order, should Supplier or its key personnel be identified on any of these lists, the Buyer reserves the right to terminate existing PO’s immediately and cease all further business.

24 U. S. GOVERNMENT PROVISIONS

If required, Supplier shall comply with the Federal Acquisition Regulations (“FAR”), and all such regulations (including the regulations set forth in FAR 53.301) and all applicable FAR Supplements, i.e. the DFARS as referenced in Buyer’s Purchase Order, Term and Conditions. All applicable provisions of any contract between Buyer and Supplier, required by law shall be flowed down to Supplier. Any additional government contracting provisions of which Buyer has advised Supplier shall be incorporated by reference in Purchase Order, Terms and Conditions. For specific details refer to 7.2.3 Supplier FAR DFARS Clauses and Provisions.

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25 EXPORT CONTROL

When Export is noted on applicable documents the following applies.

25.1 SUPPLIER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").

25.2 SUPPLIER shall notify ARC if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing ARC any item or data controlled under any of the Trade Control Laws, SUPPLIER shall provide in writing to the ARC Procurement Representative the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify the ARC Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SUPPLIER represents that an official authorized to bind the SUPPLIER has determined that the SUPPLIER or the designer, manufacturer, Supplier or other source of the Work has properly determined their export classification.

25.3 SUPPLIER shall not export, re-export, transfer, disclose or otherwise provide or make accessible ARC's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SUPPLIER receives advance, written authorization from ARC and verification of any required export authorization is in place. SUPPLIER shall not provide a defense service as defined by the Trade Control Laws using any or all of ARC's technical data and/or hardware. Upon ARC's request, SUPPLIER shall demonstrate to ARC's reasonable satisfaction, SUPPLIER's and SUPPLIER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent SUPPLIER's Work provided under this Contract include packing, labeling, processing, and/or handling exports for ARC, SUPPLIER shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. SUPPLIER shall also promptly notify ARC if it becomes aware of any failure by SUPPLIER or SUPPLIER's lower-tier subcontractors to comply with this clause and shall cooperate with ARC in any investigation of such failure to comply.



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25.4 Supplier hereby represents that neither Supplier nor any parent, subsidiary or affiliate of Supplier is included on any of the restricted party lists maintained by the U.S. government, including the specially designated nationals list administered by the U.S. treasury department's office of foreign assets control ("OFAC"), denied parties list, unverified list or entity list maintained by the U.S. commerce department's bureau of industry and security ("BIS"), or the list of statutorily debarred parties maintained by the U.S. state department's directorate of defense trade controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "restricted party lists"). Supplier shall immediately notify the arc procurement representative if Supplier, or any parent, subsidiary or affiliate of Supplier becomes listed on any restricted party list or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

25.5 If Supplier is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, Supplier represents that it is and will continue to be registered with the directorate of defense trade controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

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

25.6 Supplier shall include paragraphs (a) through (f) and this paragraph (g) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or delivered as work to arc. Supplier shall immediately notify arc upon learning that any lower-tier subcontractor with which it engages has become listed on the restricted parties list.



ARC Technologies, Inc.

FAR and DFARS Clauses Incorporated

(7.2.3, F03, Supplier FAR DFARS Clauses and Provisions Rev A)

“FLOW-DOWN” CLAUSES APPLICABLE TO PURCHASE ORDERS INVOLVING FUNDS FROM A FEDERAL GOVERNMENT CONTRACT

If the Purchase Order involves funds from a Federal government contract—or funds from a subcontract at any tier relating to a Federal government contract—the following clauses from the Federal Acquisition Regulation (“FAR”) and the Defense Federal Acquisition Regulation Supplement (“DFARS”) as required by the terms of the prime contract by operation of law or regulation are incorporated into the Order by reference where applicable and form a part of the terms and conditions of the Purchase Order. The full text of the FAR clauses may be found at <http://acquisition.gov/far/>. The full text of the DFARS clauses may be found at <http://farsite.hill.af.mil>. Seller agrees to flow down all applicable FAR and DFARS clauses to lower-tier subcontractors. If any of the FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered self-deleting. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

CLAUSES APPLICABLE TO PURCHASES OF “COMMERCIAL ITEMS”

The following clauses apply to Purchase Orders involving “commercial items,” a term defined in FAR 52.202-1. In general, a “commercial item” is a product or service that is available to the general public in the commercial marketplace. Only the following clauses are required for purchases of “commercial items.”

FAR 52.202-1	Definitions	(Nov 2013)
FAR 52.204-13	System for Award Management Maintenance (SAM)	(Oct 2016)
FAR 52.211-15	Defense Priority and Allocation Requirement	(Apr 2008)
FAR 52.212-1	Instructions to Offerors – Commercial Items	(Oct 2016)
FAR 52.212-3	Offerors Representations and Certifications – Commercial Items	(Dec 2016)
FAR 52.212-4	Contract Terms and Conditions – Commercial Items	(Jan 2017)
FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items	(Nov 2017)
FAR 52.219-8	Utilization of Small Business Concerns	(Nov 2016)
FAR 52.222-26	Equal Opportunity (subparagraphs (b) (1)-(b) (11) only)	(Sep 2016)
FAR 52.222-35	Equal Opportunity for Veterans	(Oct 2015)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	(Jul 2014)
FAR 52.222-50	Combating Trafficking in Persons	(Mar 2015)
FAR 52.222-55	Minimum Wages Under Executive Order 13658	(Dec 2015)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(Dec 2013)
FAR 52.244-6	Subcontracts for Commercial Items	(Jan 2017)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	(Feb 2006)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
DFARS 252.225-7008	Restriction on Acquisition of Specialty Metals	(Mar 2013)
DFARS 252.244-7000	Subcontracts for Commercial Items	(Jun 2013)
DFARS 252.247-7023	Transportation of Supplies by Sea	(Apr 2014)
DFARS 252.247-7024	Notification of Transportation of Supplies by Sea	(Mar 2000)



CLAUSES APPLICABLE TO PURCHASE ORDERS OF NONCOMMERCIAL ITEMS REGARDLESS OF DOLLAR VALUE

FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(Sep 2007)
FAR 52.204-2	Security Requirements (applies when the subcontract or Order involves access to information classified “Confidential,” “Secret,” or “Top Secret”)	(Aug 1996)
FAR 52.204-13	System for Award Management Maintenance (SAM)	(Oct 2016)
FAR 52.215-15	Pension Adjustments and Asset Reversions	(Oct 2010)
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	(Jul 2005)
FAR 52.215-19	Notification of Ownership Changes	(Oct 1997)
FAR 52.222-21	Prohibition of Segregated Facilities	(Apr 2015)
FAR 52.222-26	Equal Opportunity (subparagraphs (b) (1) through (b) (11) only)	(Sep 2016)
FAR 52.222-35	Equal Opportunity for Veterans	(Oct 2015)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	(Jul 2014)
FAR 52.222-41	Service Contract Act Labor Standards	(May2014)
FAR 52.222-50	Combating Trafficking in Persons	(Mar 2015)
FAR 52.222-55	Minimum Wages Under Executive Order 13658	(Dec 2015)
FAR 52.223-7	Notice of Radioactive Materials	(Jan 1997)
FAR 52.224-2	Privacy Act	(Apr 1984)
FAR 52.225-8	Duty-Free Entry	(Oct 2010)
FAR 52.225-13	Restrictions on Certain Foreign Purchases	(Jun 2008)
FAR 52.227-9	Refunds of Royalties (applies when the amount of royalties reported during the negotiations of the subcontract or Order exceeds \$250)	(Apr 1984)
FAR 52.227-10	Filing of Patent Applications-Classified Subject Matter	(Dec 2007)
FAR 52.227-11	Patent Rights—Ownership by the Contractor	(May 2014)
FAR 52.227-13	Patent Rights—Ownership by the Government	(Dec 2007)
FAR 52.228-3	Workers’ Compensation Insurance (Defense Base Act)	(Jul 2014)
FAR 52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	(Sep 2016)
FAR 52.247-63	Preferences for U.S.-Flag Air Carriers (applies when the subcontract or Order may involve international air transportation)	(Jun 2003)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	(Feb 2006)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
DFARS 252.204-7000	Disclosure of Information	(Oct 2016)
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	(Oct 2016)
DFARS 252.225-7008	Restriction on Acquisition of Specialty Metals	(Mar 2013)
DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items	(Feb 2014)
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies when the subcontract or Order involves noncommercial computer software or computer software documentation that is to be delivered to the government)	(Feb 2014)
DFARS 252.227-7016	Rights in Bid or Proposal Information	(Jan 2011)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (applies when the subcontract or Order involves the delivery of technical data, except when the purchase relates to “commercial items” as defined in FAR 52.202-1)	(Sep 2016)
DFARS 252.247-7023	Transportation of Supplies by Sea	(Apr 2014)
DFARS 252.247-7024	Notification of Transportation of Supplies by Sea	(Mar 2000)



**ADDITIONAL CLAUSES APPLICABLE TO PURCHASES OF NONCOMMERCIAL ITEMS
EXCEEDING \$25,000**

FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(Oct 2015)
FAR 52.219-8	Utilization of Small Business Concerns	(Nov 2016)
FAR 52.222-35	Equal Opportunity for Veterans	(Oct 2015)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	(Jul 2014)
FAR 52.222-37	Employment Reports on Veterans	(Feb 2016)

**ADDITIONAL CLAUSES APPLICABLE TO PURCHASES OF NONCOMMERCIAL ITEMS
EXCEEDING \$100,000**

FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	(Jul 1995)
FAR 52.203-7	Anti-Kickback Procedures (excluding subparagraph (c) (1))	(Jul 1995)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(Jun 2003)
FAR 52.215-2	Audit and Records—Negotiation	(Jun 1999)
FAR 52.215-14	Integrity of Unit Prices	(Oct 1997)
FAR 52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	(May 2014)
FAR 52.223-7	Notice of Radioactive Materials	(Jan 1997)
FAR 52.227-1	Authorization and Consent	(Dec 2007)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(Dec 2007)
FAR 52.248-1	Value Engineering	(Oct 2010)
DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	(Dec 2008)
DFARS 252.247-7023	Transportation of Supplies by Sea	(Apr 2014)