

**APPENDIX A TO GKN STANDARD TERMS AND CONDITIONS
FLOW-DOWN OF U.S. GOVERNMENT CONTRACT CLAUSES**

1. The following clauses are incorporated by reference in the Purchase Order, with the same force and effect as if they were given in full text and notwithstanding the requirements of FAR 52.102. The effective version of each clause shall be the same version that appears in GKN's contract with its customer. Certain clauses below state at least a portion of the threshold criteria as to applicability. Notwithstanding any such applicability notation, Supplier is fully responsible for reviewing each clause to determine applicability based on stated threshold criteria and maintaining compliance. In the event of a conflict between the clauses in this document and clauses set forth in an Order, these clauses shall control. In the event of a conflict with, or addition to, a clause in effect on the Purchase Order date and a clause in GKN's customer contract, GKN's customer contract will control. Unless otherwise noted below, for those clauses that are applicable based upon specified criteria, thresholds, or both, such clause is applicable when the criteria, thresholds, or both are applicable. The full text of these clauses can be accessed on the internet at <https://www.acquisition.gov>.
2. Several clauses noted herein may require the submission of certifications and representations. Supplier shall furnish any such certifications or representations that GKN determines is necessary for compliance with such requirements.
3. In all FAR, DFARS, and Agency clauses listed, the terms "Government," "Contracting Officer," and "Contractor" shall be revised to suitably identify GKN and Supplier and affect the proper intent of the provision, given the context of the provision, except where further clarified or modified below. "Subcontractor," however, shall mean "Supplier" under a Purchase Order when the clause is required to be further flow-downed to subtiers or the context of the clause so dictates. However, the words "Government" and "Contracting Officer" do not change when 1) a right, act, authorization, or obligation can be granted or performed only by the Government or prime contract Contracting Officer or duly authorized representative and/or when 2) title to property is to be transferred directly to the Government.
4. Any reference to the "Disputes" clauses contained in the FAR are not applicable and all disputes between GKN and Supplier shall be governed by the disputes provision set forth in GKN's Standard Terms and Conditions. Nothing in this Order grants Supplier a direct right of action against GKN's customer or the U.S. Government.
5. The clauses listed below under "Commercial Item Acquisitions" are applicable when Supplier is furnishing products or services that qualify as a "commercial item" under FAR 2.101 and where Supplier has submitted a Commercial Item Determination ("CID") to GKN and GKN and its customer have concurred with Supplier's assertion. Further, Suppliers of commercial items agree to all additional clauses of GKN's higher-tier contract that are necessary for GKN to satisfy its contractual obligations as they relate to the Order.
6. To the extent that a Purchase Order includes a Defense Priorities and Allocation System ("DPAS") rating (a "DPAS Rated Order"), Supplier shall follow all the provisions of 15 CFR 700 Et Seq. (the "DPAS Regulation"). All DPAS Rated Purchase Orders must be accepted or rejected in writing (hardcopy or electronic format) as follows: (i) "DO" DPAS Rated Purchase Orders must be accepted or rejected within 15 working days after Order receipt by Supplier; (ii) "DX" DPAS Rated Purchase Orders must be accepted or rejected within 10 working days after Order receipt by Supplier; and (iii) rejections must specify the reason for the rejection. If, after acceptance of the Order, Supplier subsequently finds that shipment or performance will be delayed, Supplier must notify GKN immediately in writing (hardcopy or electronic format), provide reasons for the delay, and advise of a new shipment or performance date. For Purchase Orders that include both DPAS Rated Order quantities and unrated Order quantities, Supplier is only required to follow DPAS Regulation as it pertains to the rejection of DPAS Rated Order quantities.

A. Commercial Item Acquisitions

In addition to any other clauses set forth in the Purchase Order, the following FAR clauses are applicable to Purchase Orders for a verified "commercial item" as defined under FAR 2.101 and supporting U.S. Government Contracts

52.203-7	Anti-Kickback Procedures (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$150,000 or the dollar threshold in effect as of the date of GKN's customer contract.)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to Purchase Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the GKN's customer contract.)

52.203-13	Contractor Code of Business Ethics and Conduct (Applicable to Purchase Orders (i) that have a value more than \$6,000,000 or the dollar threshold in effect as of the date of GKN’s customer contract; and (ii) that has a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency” “agency OIG” and “Contracting Officer” do not change.)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of GKN’s prime USG contract) when GKN is the prime contractor.) (The usual substitution of the parties is not applicable to this clause. Supplier shall report to GKN the information required under the clause.)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Applicable to Purchase Orders, other than those for commercially available off-the- shelf items, in which Supplier may have Federal contract information residing in or transiting through its information system.)
52.209-6	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the Prime Contract, except for Purchase Orders for commercially available off-the-shelf items.)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Purchase Orders— Commercial Items
52.219-8	Utilization of Small Business Concerns (Applicable to Purchase Orders that offer further subcontracting opportunities.)
52.222-21	Prohibition of Segregated Facilities (not applicable if FAR 52.222-26 is not applicable due to the work being performed outside of the United States by employees recruited outside the United States.)
52.222-26	Equal Opportunity (Applicable to Purchase Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, or exempt because the work is performed outside of the United States by employees recruited outside the United States.)
52.222-35	Equal Opportunity for Veterans (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the Prime Contract. Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
52.222-36	Affirmative Action for Workers with Disabilities (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the Prime Contract. Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
52.222-37	Employment Reports on Veterans (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the Prime Contract. Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the Prime Contract. Not applicable to work performed exclusively outside of the United States.)
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification (not applicable to work performed outside the United States.)
52.223-7	Notice of Radioactive Materials (Supplier shall notify GKN if any goods under this Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Order.)
52.224-3	Privacy Training

52.225-1	Buy American – Supplies (Not applicable to Purchase Orders for commercially available off-the-shelf items (COTS) as defined at FAR 2.101. Supplier must have an approved Commercial Item Determination on file with GKN.)
52.225-13	Restrictions on Certain Foreign Purchases
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.244-6	Subcontracts for Commercial Items
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

B. Commercial Item Acquisitions in Support of U.S. Department of Defense (DoD)

In addition to any other clauses set forth in the herein or the Order, the following Defense Federal Acquisition Regulation Supplement (DFARS) clauses are applicable to Purchase Orders for a verified “commercial item” as defined under FAR 2.101 and supporting U.S. Government (DoD) Contracts

252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7012	Safeguarding of Unclassified Controlled Technical Information (Applicable to all Purchase Orders except if providing a Commercial Off-the-Shelf (COTS) item. Supplier must have an approved CID on file with GKN.)
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Applicable to all Purchase Orders except if providing a Commercial Off-the-Shelf (COTS) item. Supplier must have an approved CID on file with GKN.)
252.211-7003	Item Unique Identification and Valuation (Supplier’s obligations under this clause are limited to cooperating with GKN’s efforts to comply with this clause, including granting GKN access to Supplier’s deliverables at its facilities and to appropriate property records.)
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (excluding paragraph (d) and paragraph (e)(1) which are deleted from this clause).
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7048	Export-Controlled Items
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-00015) (Applicable to all Purchase Orders, unless (a) the acquisition is for counter-unmanned aircraft system surrogate testing and training, or for intelligence, electronic warfare, and information warfare operations, texting, analysis, and training; or (b) a waiver has been granted by the Secretary of Defense.)
252.227-7013	Rights in Technical Data Noncommercial Items
252.227-7015	Technical Data – Commercial Items
252.232-7017	Accelerating Payments to Small Business Subcontractors - Prohibition on Fees and Consideration (Applicable to Purchase Orders with small business concerns when GKN receives Accelerated Payments under its contract.)
252.239-7018	Supply Chain Risk (Applicable to Purchase Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)
252.244-7000	Subcontracts for Commercial Items
252.246-7003	Notification of Potential Safety Issues (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies

	integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Only Subsection (a) through (e) of the clause are applicable to Purchase Orders.)
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea

C. United States Federal Agency Acquisitions

When the goods or services are for use in connection with a U.S. Government Contract or higher-tiered subcontract, in addition to the clauses set forth in the Order, the following FAR clauses shall apply, as required by the terms of the prime contract, higher tiered subcontract, or by operation of law or regulation, unless made inapplicable by a corresponding not in this Section C.

Applicable to All Purchase Orders Regardless of Dollar Value:

52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Applicable to Purchase Orders, other than those for commercially available off-the- shelf items, in which Supplier may have Federal contract information residing in or transiting through its information system.)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6.)
52.207-4	Economic Purchase Quantity-Supplies
52.211-5	Material Requirements
52.215-20	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data-Modifications
52.215-23	Limitations on Pass-Through Charges
52.219-8	Utilization of Small Business Concerns (Applicable to Purchase Orders that offer further subcontracting opportunities.)
52.222-1	Notice to the Government of Labor Disputes
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation
52.222-21	Prohibition of Segregated Facilities (not applicable if FAR 52.222-26 is not applicable due to the work being performed outside of the United States by employees recruited outside the United States.)
52.222-26	Equal Opportunity (Applicable to Purchase Orders that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, or exempt because the work is performed outside of the United States by employees recruited outside the United States.)
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification (not applicable to work performed outside the United States.)

52.222-55	Minimum Wages Under Executive Order 13658
52.223-7	Notice of Radioactive Materials (Supplier shall notify GKN if any goods under this Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Order.)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
52.224-3	Privacy Training
52.225-1	Buy American-Supplies
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act
52.225-5	Trade Agreements
52.225-8	Duty-Free Entry (Applies in accordance with paragraph (j) of the clause (in paragraph (c)(1), change “20 calendar days” to “30 calendar days” and in paragraph (c)(2), change “10 calendar days” to “20 calendar days”))
52.225-13	Restrictions on Certain Foreign Purchases
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications-Classified Subject Matter
52.227-11	Patent Rights – Ownership by the Contractor
52.227-14	Rights in Data – General
52.228-5	Insurance-Work on a Government Installation
52.229-3	Federal, State and Local Taxes
52.229-6	Taxes - Foreign Fixed-Price Contracts
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices – Foreign Concerns
52.230-6	Administration of Cost Accounting Standards
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.242-15	Stop-Work Order
52.243-6	Change Order Accounting (Applicable to Purchase Orders for supply and research and development contracts of significant technical complexity.)
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-9	Use and Charges
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies - Fixed Price
52.246-16	Responsibility for Supplies
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.249-8	Default (Fixed-Price Supply and Service)
Applicable to All Purchase Orders Over the Micro-Purchase Threshold as defined at FAR 2.101 also include:	
52.222-3	Convict Labor
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving

Applicable to All Purchase Orders \$10,000 also include:	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the Prime Contract. Not applicable to work performed exclusively outside of the United States.)
Applicable to All Purchase Orders Over \$15,000 also include:	
52.222-36	Affirmative Action for Workers with Disabilities (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the Prime Contract. Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
Applicable to All Purchase Orders Over \$30,000 also include:	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of GKN's prime USG contract) when GKN is the prime contractor.) (The usual substitution of the parties is not applicable to this clause. Supplier shall report to GKN the information required under the clause.)
Applicable to All Purchase Orders Over \$35,000 also include:	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the Prime Contract, except for Purchase Orders for commercially available off-the-shelf items.)
Applicable to All Purchase Orders Over \$150,000 also include:	
52.222-35	Equal Opportunity for Veterans (Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
52.222-37	Employment Reports on Veterans (Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)
52.203-7	Anti-Kickback Procedures
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
Applicable to All Purchase Orders Over the Simplified Acquisition Threshold as defined at FAR 2.101 also include:	
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.215-2	Audit and Records – Negotiation
52.215-14	Integrity of Unit Prices
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
Applicable to All Purchase Orders Over \$750,000 also include:	
52.219-9	Small Business Subcontracting Plan (Not applicable if the work is performed by a small business concern)
Applicable to All Purchase Orders Where Cost or Pricing Data is Required also include:	
52.214-26	Audit and Records – Sealed Bidding

52.214-27	Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data – Modifications Sealed Bidding
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes

Applicable to All Purchase Orders Over \$6,000,000 also include:

52.203-13	Contractor Code of Business Ethics and Conduct (Applicable to Purchase Orders (i) that have a value more than \$6,000,000 or the dollar threshold in effect as of the date of GKN’s customer contract; and (ii) that has a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and “Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency” “agency OIG” and “Contracting Officer” do not change.)
52.203-14	Display of Hotline Poster(s) (Not applicable if the work is performed outside of the United States by employees recruited outside the United States.)

Additional Clauses When Stated in the Purchase Order

52.204-2	Security Requirements (Applicable to Purchase Orders that involve access to classified information. Any reference to the Changes clause is excluded.)
52.204-18	Commercial and Government Entity Code Maintenance (Applicable to Purchase Orders that include FAR 52.204-2)
52.211-15	Defense Priority and Allocation Requirements (Applicable if DPAS Rating is noted on Purchase Order.)
52.223-3	Hazardous Material Identification and Material Safety Data (Government means “Government” and “GKN”.)
52.223-15	Energy Efficiency in Energy-Consuming Products
52.227-13	Patent Rights – Ownership by the Government
52.245-1	Government Property
52.246-26	Reporting Nonconforming Items (Applicable to Purchase Orders for (i) items subject to higher-level quality standards in accordance with FAR 52.246–11; (ii) items that the GKN determines to be critical items for which use of the clause is appropriate; (iii) electronic parts or end items, components, parts, or materials containing electronic parts; or (iv) the acquisition of services, if the Supplier will furnish, as part of the service, any items that meet the above specified criteria.)

D. United States Department of Defense (DoD) Acquisitions

When the goods or services are for use in connection with a U.S. Government DoD Contract or higher-tiered subcontract, in addition to the clauses set forth in the Order, the following DFARS clauses shall apply, as required by the terms of the prime contract, higher tiered subcontract, or by operation of law or regulation, unless made inapplicable by a corresponding not in this Section D.

With respect to any applicable DFARS incorporated into the Purchase Order relating to rights in noncommercial Technical Data and noncommercial Computer Software and noncommercial Computer Software documentation (collectively, “Non-Commercial Items”), the Supplier grants to GKN the perpetual right to use, disclose, modify, combine, transfer, integrate

or make derivative works of any such Noncommercial Items delivered under the Purchase Order. Ownership of any such derivative works shall vest in GKN.

Applicable to All Purchase Orders Regardless of Dollar Value:

252.203-7000	Representation Relating to Compensation of Former DoD Officials
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 (Applicable to all Purchase Orders except if providing a Commercial Off-the-Shelf (COTS) item. Supplier must have an approved CID on file with GKN.)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Applicable to all Purchase Orders except if providing a Commercial Off-the-Shelf (COTS) item. Supplier must have an approved CID on file with GKN.)
252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material
252.211-7003	Item Unique Identification and Valuation (Supplier's obligations under this clause are limited to cooperating with GKN's efforts to comply with this clause, including granting GKN access to Supplier's deliverables at its facilities and to appropriate property records.)
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
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (excluding paragraphs (d) and (e)(1) which are deleted from this clause.)
252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry (Applicable to all Purchase Orders for "qualifying country components" or "nonqualifying country components" for which the Supplier estimates that duty will exceed \$200 per unit. The information required by paragraph (j)(3) of this clause is available upon request.)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7021	Trade Agreements
252.225-7022	Restrictions on Acquisition of Forgings
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7033	Waiver of United Kingdom Levies
252.225-7036	Buy American Act – Free Trade Agreement Balance of Payments Program
252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252.225-7048	Export Controlled Items
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-00015) (Applicable to all Purchase Orders, unless (a) the acquisition is for counter-unmanned aircraft system surrogate testing and training, or for intelligence, electronic warfare, and information warfare operations, texting, analysis, and training; or (b) a waiver has been granted by the Secretary of Defense.)
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7018	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
252.227-7038	Patent Rights – Ownership by Contractor (Large Business)
252.244-7000	Subcontracts for Commercial Items
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Only Subsection (a) through (e) of the clause are applicable to Purchase Orders.)
252.246-7008	Sources of Electronic Parts
252.247-7024	Notification of Transportation of Supplies By Sea
Applicable to All Purchase Orders Over the Simplified Acquisition Threshold as defined at FAR 2.101 also include:	
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
Applicable to All Purchase Orders Over \$500,000 also include:	
252.226-7001	Utilization of Indian Organizations, Indian Owned Economic Enterprises and Native Hawaiian Small Business Concerns
Applicable to All Purchase Orders Over \$750,000 also include:	
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)
Additional Clauses When Stated in the Purchase Order	
252.203-7004	Display of Fraud Hotline Poster
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.245-7001	Tagging, Labeling, and Marking of Government Furnished Property
252.245-7002	Reporting Loss of Government Property
252.245-7003	Contractor Property Management System Administration
252.246-7001	Warranty of Data
252.246-7003	Notification of Potential Safety Issues (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies)

	integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea