REMARK APP **20261028**

Appendices of C64 and I 64

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APPENDIX I: THE FOLLOWING PROVISIONS APPLY TO ALL U.S. GOVERNMENT SUBCONTRACTS

01. If deliveries of Goods including data under this Agreement are to be made directly to the U.S. Government, Seller agrees to prepare and distribute the DOD form 250, “Material Inspection and Receiving Report”, as set forth in part 53 of DFARS. Seller shall include a similar provision in any subcontract issued under this Agreement if the subcontractor will be making deliveries directly to the U.S. Government.

02. Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, respectively. Moreover, these regulations require that Seller take affirmative action to employ, advance in employment and otherwise treat individuals without discrimination based on their status as protected veterans or individuals with disabilities. Seller shall prohibit discrimination against all protected groups and ensure equal employment opportunity.

03. Seller shall not deliver any product or service that contains any equipment produced by a Covered Entity, if the product or service provided by Seller may be incorporated into a product or service for the United States Government. Covered Entity means: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hanghzhou Hikvision Digital Technology Company, and Dahua Technology Company, including all subsidiaries and affiliates (including US subsidiaries and affiliates) of such entities, as well as any entity identified in Section 889 of Public Law 115-232.

04. If U.S. Government Property under this Agreement is furnished or paid for under a government subcontract that includes ownership of Property by the government, the U.S. Government shall retain ownership of such Property. Nothing in this section shall limit the U.S. Government’s rights of use or access to Government Property provided by Federal Acquisition Regulations. Seller’s uses and obligations to use Government Property for the purposes of fulfilling a government contract shall be as described in 48 C.F.R. Part 45 and 52.245-1. The most current version of GE Aerospace Standard PO Remark E21 shall apply to any U.S. Government- owned property (including where jointly owned by the U.S. Government and Purchaser or when title may vest to the U.S. Government) utilized in the performance of this Agreement.

05. Seller expressly acknowledges and agrees that, unless otherwise authorized by law, contract, or regulation, (a) its status as a party to this Agreement does not in any way equate to, or result in, Seller having privity of contract with the U.S. Government, and (b) this Agreement, or any Order issued under this Agreement, does not grant Seller any right to acquire any direct claim or direct course of action against the U.S. Government relating to this Agreement.

06. If the Goods or Services under this Agreement are being delivered pursuant to a U.S. Government subcontract, nothing in this Agreement shall be construed or interpreted to (1) limit or in any way restrict the rights the U.S. Government may have under the applicable prime contract to data that is designed, created, produced, furnished, or owned solely by the U.S. Government, or (2) authorize Seller to use such information in support of other U.S. Government prime contracts. Nothing herein shall be interpreted as limiting any rights the U.S. Government may have by contract in data and information that is jointly owned by the U.S. Government and Purchaser.

07. Notwithstanding anything to the contrary, for the avoidance of doubt, interpretation of the clauses in Appendices I and II shall be interpreted in accordance with federal law.

08. Nothing herein shall be construed as affecting the U.S. Governments’ rights with respect to direct communication between the Seller with the Government that is required by law, such as with respect to reporting fraud, waste, and abuse.

09. Unless authorized in writing by Purchaser or the applicable government, Seller shall return or destroy any classified information (including all reproductions) upon completion of the work under this Agreement that required the classified information.

10. Consistent with Executive Order (EO) 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity* and subsequent Administration and agency guidance, Suppliers are hereby notified that as of

January 21, 2025, GE Aerospace will only enforce associated FAR or DFARS clauses to the extent required by law or contract.

11. Seller shall not include the cost of any tariffs or similar charges in prices for the Goods or Services under this Agreement are being delivered pursuant to a U.S. Government subcontract. If Seller intends to include such tariff costs in its proposal, Seller shall notify Purchaser immediately. By accepting a Purchase Order or beginning performance, Seller certifies that no such tariff costs are included.

12. The clauses and articles identified for flowdown on the Doing Business with GE website https://www.geaerospace.com/company/doing-business/flowdown-requirements and specified as applicable to a particular GE customer contract within GE's request for proposal or Order are hereby incorporated as if fully set forth herein. Seller is responsible for accessing the site and identifying the version of the clauses and articles applicable as specified within the contract awarded GE. In instances where an identified customer contract has multiple entries on the website, or where there are inconsistencies between the clauses and articles on the website and the actual customer contract, Seller is responsible to act in accordance with the latest revision within the customer contract as of the date of the Order. Seller shall include in each lower-tier subcontract the appropriate flowdown clauses as required by the FAR and DFARS.

13. Whenever necessary to make the context of the clauses applicable to this Order, the terms "Government", "Contracting Officer", and similar terms shall mean Purchaser, the term "Contractor" and similar terms shall mean Seller, and the term "Contract" shall mean this Order. However, the terms "Government" and "Contracting Officer" do not change (1) when modifying "Property" (for example "Government Property"), (2) in the patent clauses incorporated herein, (3) when a right, act, authorization or obligation can only be granted or performed by the Government or Contracting Officer, (4) when title to property is to be transferred directly to the Government, (5) when access to proprietary financial information or other proprietary data is required, except as otherwise provided herein, and (6) where specifically modified herein.

14. The information in parentheses below is provided for informational purposes and to assist in determining applicability, and does not relieve any Party from its contractual duties when the provision or clause applies pursuant to the requirements of each individual provision or clause. The full text of a clause may be accessed electronically at www.acquisition.gov.

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.202-1	DEFINITIONS
52.203-3[1]	GRATUITIES (Applies when the Order exceeds the Simplified Acquisition Threshold ("SAT"))
52.203-5	COVENANT AGAINST CONTINGENT FEES (Applies when the Order exceeds the SAT)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies when the Order exceeds the SAT)
52.203-7	ANTI-KICKBACK PROCEDURES (Applies when the Order exceeds the SAT; Note: Paragraph (c)(1) is excluded; In paragraph (c)(4) replace "The contracting officer may" with "To the extent the Contracting Officer has made an offset and directed Purchaser to withhold an amount, Purchaser may…")
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies when the Order exceeds the SAT)
52.203-12[1]	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies when the Order exceeds the threshold specified in FAR 3.808 on the date of award)
52.203-13[1]	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies when the Order exceeds the threshold in FAR 3.1004(a) and the period of performance exceeds 120 days)
52.203-14[2]	DISPLAY OF HOTLINE POSTER(S) (Applies when the Order exceeds threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award)
52.203-15[1]	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
52.203-17[1]	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.203-18[1]	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION
52.203-19[1]	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.204-2[1]	SECURITY REQUIREMENTS (Applies when the Order involves access to classified information)
52.204-7	SYSTEM FOR AWARD MANAGEMENT
52.204-9[1]	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies when Seller's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system)

52.204-10[1]	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Note: Seller agrees to timely provide information requested by Purchaser pursuant to this clause, and acknowledges that such information will be made publicly available)
52.204-21[1]	BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS (applies if handling Federal Contract Information (FCI))
52.204-23[1]	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
52.204-24[1]	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
52.204-25[1]	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Seller shall also send to Purchaser all required notifications to the U.S. Government)
52.204-26[1]	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION
52.204-27[1]	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
52.204-30[1]	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDER – PROHIBITION (flowdown excludes paragraph (c)(1))
52.209-6[1]	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies when the Order exceeds the exceeds the threshold specified in FAR 9.405-2(b) and is not for COTS items)
52.211-5	MATERIAL REQUIREMENTS
52.211-15[1]	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applies when the Order is rated, see Remark 218)
52.212-4[1]	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (Applies when Purchaser has notified Seller in writing that the Goods or Services are a commercial item as defined in 2.101; Note: only paragraph (l) applies)
52.212-5[1]	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2025-O0003)
52.215-2	AUDIT AND RECORDS—NEGOTIATION (Applies when the Order exceeds the SAT)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Applies when certified cost or pricing data is required)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (Applies when certified cost or pricing data is required for the pricing of contract modifications)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applies when certified cost or pricing data is required)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (Applies when certified cost or pricing data is required)
52.215-14	INTEGRITY OF UNIT PRICES (Applies when the Order exceeds the SAT)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies when certified cost or pricing data is required or when any preaward or postaward cost determinations will be subject to part 31)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applies when certified cost or pricing data is required or when any preaward or postaward cost determinations will be subject to part 31)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (Applies when certified cost or pricing data is required or when any preaward or postaward cost determinations will be subject to part 31)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (Applies when 52.215-23 is included)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (For civilian agencies, applies when the Order exceeds the SAT and is a cost-reimbursement contract; for Department of Defense, applies to cost-reimbursement and fixed-price Orders (except those identified in 15.408(n)(2)(i)(B)(2)) that exceed the certified cost or pricing data threshold)
52.219-8[1&2]	UTILIZATION OF SMALL BUSINESS CONCERNS (Applies when the Seller will offer further subcontracting opportunities)
52.219-9[2]	SMALL BUSINESS CONTRACTING PLAN (Applies when the Order exceeds threshold in FAR 19.702(a) and 52.219-8 is required)
52.222-1[1]	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-4[2]	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (Applies when the Order exceeds $150,000 and may require or involve the employment of laborers or mechanics)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-20[2]	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (Applies when the Order exceeds or may exceed the threshold specified in FAR 22.602 on the date of subcontract award)

52.222-21[1&2]	PROHIBITION OF SEGREGATED FACILITIES (Applies when 52.222-26 is applicable)
52.222-26[1]	EQUAL OPPORTUNITY (Applies when the Order exceeds $10,000 unless an exemption applies)
52.222-35[1&2]	EQUAL OPPORTUNITY FOR VETERANS (Applies when the Order equals or exceeds the threshold specified in FAR 3.1004(b)(1) on the date of subcontract award unless an exemption applies)
52.222-36[1&2]	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies when the Order equals or exceeds valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award unless an exemption applies)
52.222-37[1&2]	EMPLOYMENT REPORTS ON VETERANS (Applies when the Order exceeds the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award unless an exemption applies)
52.222-40[1&2]	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies when the Order exceeds $10,000)
52.222-41[1&2]	SERVICE CONTRACT LABOR STANDARDS (For each Order subject to the SCLS, Purchaser shall include a remark signifying SCLS applicability. Seller shall submit any required wage classifications to the Purchaser for submission to the Contracting Officer and shall not commence performance until receipt of the final wage determination from Purchaser)
52.222-50[1]	COMBATTING TRAFFICKING IN PERSONS (Paragraph (h) *Compliance Plan*, applies to any portion of the contract that: (i) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) has an estimated value that exceeds $700,000. The Seller shall also report the information required in paragraph (d)(1-2) to Purchaser.)
52.222-51[1&2]	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS (Applies to Orders for exempt services)
52.222-53[1&2]	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS
52.222-54[1&2]	EMPLOYMENT ELIGIBILITY VERIFICATION (Applies when the Order is for Services)
52.222-55[1&2]	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies when 52.222-41 is applicable; Seller shall indemnify Purchaser in the event Purchaser is held liable under paragraph (j))
52.222-56[1]	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Applies if it is possible that at least $700,000 of the value of the contract may be performed outside the United States and the acquisition is not entirely for commercially available off-the-shelf items)
52.222-62[1&2]	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies when SCLS or Wage Rate Requirements are applicable, and the Order is to be performed in whole or in part in the United States)
52.222-90[1&2]	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)
52.223-3[1]	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies when Seller is delivering hazardous materials)
52.223-7[1]	NOTICE OF RADIOACTIVE MATERIALS (Applies when the Order is for radioactive materials)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (Applies when products listed in the ENERGY STAR® Program or FEMP will be provided to Purchaser)
52.224-3[1]	PRIVACY TRAINING
52.225-1[1&2]	BUY-AMERICAN ACT-SUPPLIES
52.225-2[1]	BUY AMERICAN ACT CERTIFICATE (Applies when 52.225-1 applies)
52.225-5[1]	TRADE AGREEMENTS
52.225-8[1]	DUTY-FREE ENTRY (Applies when Goods will be imported into the Customs Territory of the United States)
52.225-13[1]	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-8[1&2]	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (formerly 52.223-18).
52.227-1[1&2]	AUTHORIZATION AND CONSENT (Applies when the Order exceeds the SAT)
52.227-2[1]	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Applies when the Order exceeds the SAT and 52.227-1 is included)
52.227-9	REFUND OF ROYALTIES
52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (Applies when the Order covers or is likely to cover classified subject matter)
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR
52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (Applies when the Defense Base Act applies to the Order)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (Applies when the Order requires performance on a U.S. military base outside the US and the Secretary of Labor waives the applicability of the Defense Base Act applies)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Applies when the Order exceeds the SAT and the Order will require work on a Government installation)

52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (Applies when the Order is subject to CAS)
52.230-2	COST ACCOUNTING STANDARDS (Applies when the Order is subject to CAS)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies when the Order is subject to CAS)
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (Applies when the Order is subject to CAS and Seller is located outside of the U.S.)
52.230-5	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTIONS (Applies when the Order is subject to CAS and Seller is an Educational Institution)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies when the Order is subject to CAS)
52.232-16	PROGRESS PAYMENTS (Applies when the Order provides for progress payments to Seller)
52.232-40[1]	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies when Seller subcontracts with small business subcontractors and Seller receives accelerated payments from Purchaser)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTIONS ACT TITLE III
52.234-4	EARNED VALUE MANAGEMENT SYSTEM (if Seller is notified as covered)
52.240-1[1]	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES
52.240-91[1]	SECURITY PROHIBITIONS AND EXCLUSIONS (excluding paragraphs (d)(1) and (i)(1))
52.240-92[1]	SECURITY REQUIREMENTS (applies if Seller handles classified information)
52.240-93[1]	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (applies if handling FCI)
52.242-15	STOP-WORK ORDER
52.244-5	COMPETITION IN SUBCONTRACTING
52.244-6[1]	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMERCIAL SERVICES (DEVIATION 2025-O0003)
52.245-1[1]	GOVERNMENT PROPERTY (Note: All Government Property shall be controlled and accounted for in accordance with Purchaser's Tooling Supplement, Remark E21)
52.245-9[1]	USE AND CHARGES (Note: Seller shall request authorization to use Government Property in support of efforts under a contract number other than the contract number to which it is assigned, by submitting such request in the form prescribed by Purchaser which is available at http://www.geaviation.com/aboutgeae/doingbusinesswith/geae_po_requirements.html)
52.246-26	REPORTING NONCONFORMING ITEMS (Applies when Order is for (1) an item subject to higher level quality standards in accordance with the clause at 52.246-11, Higher Level Contract Quality Requirement, (2) critical items the failure of which is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services, or an item that is likely to prevent performance of a vital agency mission, (3) electronic parts or end items, components, parts or material containing electronic parts, whether or not covered by (1) and (2), if the subcontract exceeds the SAT and is placed under a DoD contract, and (4) services where Seller shall furnish any such items.)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (Applies when the Order will be cost-reimbursement or fixed-price f.o.b. origin)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies when the Order may involve international air transportation)
52.247-64[1]	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Applies when Goods are to be shipped by ocean vessel unless exempted under paragraph (e)(4))
52.248-1	VALUE ENGINEERING (Applies when the Order equals or exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(Applies in lieu of the Termination for Convenience clause in the body of this Agreement) (In paragraph (c) change "120 days" to "60 days," and in paragraph (e) change " 1 year days" to "90 days")
52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (Applies when Seller is an educational or other non-profit institution and in lieu of the Termination for Convenience clause in the body of this Agreement) (Delete paragraph (h), in paragraph (c) change "120 days" to "60 days", and in paragraph (d) change "1 year" to "60 days")
52.249-8	TERMINATION FOR DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Applies in lieu of the Termination for Default clause in the body of this Agreement) (In paragraph (a)(2) change "10 days" to "7 days")

IF AN ORDER IS PLACED UNDER A DEPARTMENT OF DEFENSE (DOD) CONTRACT, THEFOLLOWING DOD FAR SUPPLEMENT CLAUSES APPLY IN ADDITION TO (OR IN LIEU OFWHERE NOTED) THE FAR CLAUSES ABOVE:

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (Applies when the Order exceeds the SAT)
252.203-7002[1]	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.203-7003[1]	AGENCY OFFICE OF THE INSPECTOR GENERAL (As referenced in FAR 52.203-13)
252.203-7004[2]	DISPLAY OF HOTLINE POSTERS (Applies when the Order exceeds exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award in lieu of FAR 52.203-14)
252.204-7000	DISCLOSURE OF INFORMATION
252.204-7004[1]	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (Applies when subcontractor requires routine physical access to a Federally-controlled facility or military installation)
252.204-7008[1]	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE CONTROLS
252.204-7009[1]	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies when the Order involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting)
252.204-7012[1]	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies when the Seller has covered defense information resident on or transiting through Seller's unclassified information systems. Seller shall also send to Purchaser all required notifications to the U.S. Government)
252.204-7012[1]	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2026-O0025) (Applies when the Seller has covered defense information resident on or transiting through Seller's unclassified information systems. Seller shall also send to Purchaser all required notifications to the U.S. Government)
252.204-7014[1]	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS
252.204-7015[1]	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.204-7016[1]	COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION
252.204-7017[1]	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SESRVICES - REPRESENTATION
252.204-7018[1]	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICE
252.204-7020[1]	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (Applies when Seller has information systems that are required to comply with NIST SP 800-171 in accordance with DFARS clause at 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting; not applicable to Orders for COTS items)
252.204-7021[1]	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT (if the requirement document or statement of work requires a contractor to have a specific CMMC level; not applicable to Order for COTS items)
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (Applies unless Purchaser knows that the item being purchased contains no precious metals)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
252.211-7003[1]	ITEM IDENTIFICATION AND VALUATION (Applies when the Order involves Goods for which unique item identification is required in accordance with paragraph (c)(1))
252.211-7007[1]	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (IAW DFARS 211.274-6(b), DFARS 212.301(f)(iv))
252.215-7008[1]	ONLY ONE OFFER (Applies when the Order exceeds the SAT and the Seller is not the Canadian Commercial Corporation)
252.215-7992[1]	ONLY ONE OFFER (Applies when the Order exceeds the SAT and the Seller is not the Canadian Commercial Corporation) (DEVIATION 2026-O0048)
252.215-7010[1]	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (Applies in lieu of FAR 52.215-20)
252.215-7994[1]	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2026-O0048)
252.215-7989[1]	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OF PRICING DATA – MODIFICATIONS – UNDER THE PROGRAM TO ACCELERATE CONTRACTING AND PRICING PROCESSES (DEVIATION 2026-O0048)
252.219-7003[1&2]	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Applies when FAR 52.219-9 applies)
252.219-7996[1&2]	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (DEVIATION 2026-O0037) (Applies when FAR 52.219-9 applies)
252.219-7004[1&2]	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM).
252.219-7997[1&2]	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEVIATION 2026-O0037)
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
252.223-7006[1]	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS
252.223-7008[1]	PROHIBITION OF HEXAVALENT CHROMIUM (Applies when the Order is for supplies, maintenance and repair services, or construction materials)
252.225-7000[1]	BUY AMERICAN – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (Applies in lieu of FAR 52.225-2)
252.225-7001[1]	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (Applies in lieu of FAR 52.225-1)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7007[1]	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST

	CHINESE MILITARY COMPANIES (Applies when the Order involves Goods covered by the U.S. Munitions List or the 600 series of the Commerce Control List)
252.225-7009[1]	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies when the Goods contain specialty metals; Note: Use of exceptions not permitted without advance Seller notification and prior Purchaser approval. Paragraph (d) of this clause is excluded)
252.225-7012[1]	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013[1]	DUTY-FREE ENTRY (Applies in lieu of 52.225-8)
252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (Applies when the Order exceeds the SAT and requires delivery of hand or measuring tools)
252.225-7016[1]	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies when the Order requires Seller to provide a ball and roller bearing that is not incorporated into a higher level assembly)
252.225-7020[1]	TRADE AGREEMENTS CERTIFICATE (Applies when DFARS 252.225-7021 applies)
252.225-7021[1]	TRADE AGREEMENTS (Applies in lieu of FAR 52.225-5)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS
252.225-7028[1]	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
252.225-7032	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES
252.225-7035	BUY AMERICAN ACT- FREE TRADE AGREEMENT - BALANCE OF PAYMENTS (Applies when DFARS 252.225-7036 applies and in lieu of FAR 52.225-4)
252.225-7036	BUY AMERICAN ACT- FREE TRADE AGREEMENT - BALANCE OF PAYMENTS (Applies in lieu of FAR 52.225-3)
252.225-7037	EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS
252.225-7038[1]	RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS
252.225-7048[1]	EXPORT-CONTROLLED ITEMS
252.225-7961[1]	RESTRICTION ON ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (DEVIATION 2026-O0041)
252.225-7056[1]	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME
252.225-7057	PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (Applies when 252.225-7058 is included)
252.225-7058	POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (Applies when the Order meets the definition of "covered contract")
252.225-7060[1]	PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION
252.225-7964[1]	RESTRICTION ON ACQUISITION OF FUEL FOR OVERSEAS CONTINGENCY OPERATIONS (DEVIATION 2026-O0025) (applies only if supplying fuel)
252.225-7967[1]	PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (Deviation 2024-O0006)
252.226-7001[1]	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies when the Order exceeds $500,000)
252.227-7013[1]	RIGHTS IN TECHNICAL DATA-OTHER THAN COMMERCIAL PRODUCTS OR SERVICES (Applies when technical data, computer software, or computer software documentation is specified to be delivered under the Order)
252.227-7989	RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION – OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0036) (applies when technical data or computer software or computer software documentation is specified to be delivered under the Order)
252.227-7014[1]	RIGHTS IN OTHER THAN COMMERCIAL COMPUTER SOFTWARE AND OTHER THAN COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies when Seller is required to deliver noncommercial computer software or computer software documentation)
252.227-7015[1]	TECHNICAL DATA—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
252.227-7990[1]	TECHNICAL DATA – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0036)
252.227-7016[1]	RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7991[1]	RIGHTS IN BID OR PROPOSAL INFORMATION (DEVIATION 2026-O0036)
252.227-7017[1]	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
252.227-7992[1]	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036)
252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM
252.227-7997[1]	VALIDATION OF ASSERTED RESTRICTIONS (DEVIATION 2026-O0036)
252.227-7019[1]	VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE
252.227-7020	RIGHTS IN SPECIAL WORKS

252.227-7021	RIGHTS IN DATA--EXISTING WORKS
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
252.227-7994[1]	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (DEVIATION 2026-O0036)
252.227-7026[1]	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
252.227-7027[1]	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
252.227-7995[1]	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (DEVIATION 2026-O0036)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
252.227-7030[1]	TECHNICAL DATA—WITHHOLDING OF PAYMENT (Applies when technical data is specified to be delivered under the Order)
252.227-7996[1]	TECHNICAL DATA-WITHHOLDING OF PAYMENT (DEVIATION 2026-O0036) (applies where technical data is specified to be delivered under the Order)
252.227-7032	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)
252.227-7037[1]	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies when technical data is specified to be delivered under the Agreement)
252.227-7038	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)
252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS
252.230-7993	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (DEVIATION 2026-O0006) (ALTERNATE A) (IF CAS APPLIES) (applies to business units subject to Cost Accounting Standards (CAS) that have only DoD contracts and subcontracts (see Defense Federal Acquisition Regulation Supplement (DFARS) 230.201-70 and 48 CFR 9903.201)
252.230-7995	COST ACCOUNTING STANDARDS (DEVIATION 2026-O0006,) (ALTERNATE A) (applies to business units that have only DoD contracts and subcontracts)
252.230-7997	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (DEVIATION 2026-O0006) (ALTERNATE A) (applies to foreign concerns that have only DoD contracts and subcontracts, unless the contract is otherwise exempt from CAS)
252.230-7998	ADMINISTRATION OF COST ACCOUNTING STANDARDS (DEVIATION 2026-O0006,) (ALTERNATE A) (applies if 252.230-7993, -7995, or -7997 applies)
252.232-7017[1]	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS—PROHIBITION ON FEES AND CONSIDERATION (Applies in all subcontracts with small business concerns)
252.232-7004	DOD PROGRESS PAYMENT RATES
252.234-7002	EARNED VALUE MANAGEMENT SYSTEM (Applies in lieu of FAR 52.234-4)
252.234-7004	COST OR SOFTWARE DATA REPORTING (DEVIATION 2026-O0011) (applies to Orders expected to exceed the threshold at 252.234-7004)
252.234-7999	EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2026-O0011) (applies if Seller is identified as covered)
252.235-7003[1]	FREQUENCY AUTHORIZATION
252.239-7010[1]	CLOUD COMPUTING SERVICES
252.239-7018[1]	SUPPLY CHAIN RISK
252.240-7996[1]	PROHIBITIONS RELATED TO CHINESE MILITARY COMPANIES REPRESENTATION (DEVIATION 2026-O0025,)
252.240-7999[1]	PROHIBITION ON THE PROCUREMENT OF COVERED SEMICONDUCTOR PRODUCTS AND SERVICES FROM COMPANIES PROVIDING COVERED SEMICONDUCTOR PRODUCTS AND SERVICES TO HUAWEI (DEVIATION 2025-O0007)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS
252.243-7002[1]	REQUESTS FOR EQUITABLE ADJUSTMENT
252.244-7000[1]	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
252.244-7999[1]	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERICAL SERVICES (DEVEIATION 2026-O0015)
252.245-7001[1]	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (IAW DFARS 245.107(2))
252.246-7998[1]	WARRANTY OF DATA (DEVIATION 2026-O0035)
252.245-7002[1]	REPORTING LOSS OF GOVERNMENT PROPERTY (IAW DFARS 245.107(3))
252.245-7003[1]	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (IAW DFARS 245.107(4))
252.246-7001[1]	WARRANTY OF DATA (Applies when technical data is specified to be delivered under the Order)
252.246-7003[1]	NOTIFICATION OF POTENTIAL SAFETY ISSUES
252.246-7007[1]	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
252.246-7008[1]	SOURCES OF ELECTRONIC PARTS
252.247-7003[1]	PASS THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO COST BEARER
252.247-7023[1]	TRANSPORTATION OF SUPPLIES BY SEA
252.249-7002[1]	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION

IF AN ORDER IS PLACED UNDER A NATIONAL AERONAUTICS AND SPACEADMINISTRATION (NASA) PRIME CONTRACT, THE FOLLOWING NASA FARSUPPLEMENT CLAUSES APPLY IN ADDITION TO

THE FAR CLAUSES:

1852.203-71[1]	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
1852.204-76[1]	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.208-81[1]	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.219-75	INDIVIDUAL SUBCONTRACTING REPORTS
1852.223-72[1]	SAFETY AND HEALTH (SHORT FORM)
1852.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM)
1852.227-14	RIGHTS IN DATA – GENERAL
1852.227-70	NEW TECHNOLOGY
1852.227-71	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-72	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE
1852.227-85	INVENTION REPORTING AND RIGHTS – FOREIGN
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM
1852.245-73[1]	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS
1852.246-74[1]	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE (ORDERS FOR (A) ELECTRONIC PARTS; (B) END ITEMS, COMPONENTS, PARTS, OR ASSEMBLIES CONTAINING ELECTRONIC PARTS; OR (C) SERVICES, IF THE COVERED CONTRACTOR WILL SUPPLY ELECTRONIC PARTS OR COMPONENTS, PARTS, OR ASSEMBLIES CONTAINING ELECTRONIC PARTS AS PART OF THE SERVICE)

IF AN ORDER IS PLACED UNDER A DEPARTMENT OF HOMELAND SECURITY (HSAR) PRIME CONTRACT, THE FOLLOWING HSAR FAR SUPPLEMENTAL CLAUSES APPLY IN ADDITION TO THE FAR CLAUSES:

3052.219-70	SMALL BUSINESS SUBCONTRACTING PROGRAM REPORTING

[1] If Purchaser has notified Seller in writing that the Goods or Services are a commercial item as defined in 2.101, then only these clauses apply.

[2] The clause does not apply to international suppliers when work is performed outside the United States and its outlying areas.

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APPENDIX II: SUPPLEMENTARY TERMS AND CONDITIONS FOR COST REIMBURSEMENT ORDERS

This Appendix II supplements Appendix I and applies only to cost-reimbursement purchase orders awarded under a prime or higher tier U.S. Government contract.

THE FOLLOWING CLAUSES APPLY IN ADDITION TO THOSE SET FORTH IN APPENDIX I:

52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (Applies when the Order exceeds the SAT for non-DOD Orders)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (Applies when the Order exceeds the SAT for non-DOD Orders)
52.216-7	ALLOWABLE COST AND PAYMENT
52.216-8	FIXED FEE
52.216-10	INCENTIVE FEE
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS
52.232-20	LIMITATION OF COST
52.232-22	LIMITATION OF FUNDS
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS
52.242-15	STOP WORK ORDER (Alt 1 applies)
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT – COST REIMBURSEMENT
52.249-14	EXCUSABLE DELAYS

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APPENDIX III: UK MOD REQUIREMENTS

This Appendix III applies to Goods or Services provided in support Purchaser's performance under a U.K. Ministry of Defence (MoD) prime or subcontract, in lieu of Appendix I and II.

UK MOD Requirements and DEFCONs: The parties recognize that some or all of the Goods and Services that are the subject of this Agreement may be used to satisfy requirements in furtherance of Purchaser's performance under a U.K. Ministry of Defence (MOD) prime or sub-contract. Accordingly, Seller agrees that in that instance it shall be bound by the Defence Conditions ("DEFCONs") and narrative clauses detailed on the face of Purchaser's orders issued under this Agreement. Whenever necessary to make the context of the clauses applicable to this Order, the terms "Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland; "First Party" means "Purchaser" ; and "Second Party" means "Seller." Where applicable specific DEFCONs will be given effect by substituting "Purchaser" for "the Authority", and "Seller" for "the Seller". Where DEFCON provisions state "APPENDIX to DEFCON" applicability, the provision will be given effect. Quality assurance activity shall be carried out at Seller's premises if specified by the MOD QAR who will advise Seller accordingly. Seller undertakes to observe the terms and conditions of the relevant Government Contracts and accepts, mutatis mutandis, in respect of the Goods and Services, the obligations and liabilities on the part of Purchaser contained in such terms and conditions, including but not limited to HMG Security Policy Framework (SPF), Industrial Security Notices (ISNs) and, in the case of List X companies, List X Notices (LXNs).

DEFCON 90	COPYRIGHT
DEFCON 91	INTELLECTUAL PROPERTY RIGHTS IN SOFTWARE
DEFCON 501	DEFINITIONS AND INTERPRETATIONS
DEFCON 528	OVERSEAS EXPENDITURE AND IMPORT LICENSES
DEFCON 531	DISCLOSURE OF INFORMATION
DEFCON 534	SUBCONTRACTING AND PROMPT PAYMENT
DEFCON 658	CYBER
DEFCON 659A	SECURITY MEASURES
DEFCON 660	OFFICIAL – SENSITIVE SECURITY REQUIREMENTS
DEFCON 694	ACCOUNTING FOR PROPERTY OF THE AUTHORITY
DEFCON 695	CONTRACT COST STATEMENT – POST COSTING (Applies when the Order exceeds £5,000,000)
DEFCON 802	QDC: OPEN BOOK ON SUBCONTRACTS THAT ARE NOT QUALIFYING SUBCONTRACTS (Applies when Order is a "Material Single Source Sub-contract", including of, or above £1,000,000 and is a non-qualifying subcontract)

CYBER SECURITY:

CYBER ESSENTIALS SCHEME: The Seller agrees that where activities under this Agreement entail the transfer of MOD identifiable information from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, suppliers will obtain certification under the Cyber Essentials Scheme by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain. In this context 'information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract as defined in DEFCON 531.

CYBER SECURITY MODEL: Where indicated on the face of Purchaser's Orders issued under this Agreement the Seller further agrees to comply with the requirements of the Defence Cyber Protection Partnership (DCPP) Cyber Security Model (CSM) as set out in DEFCON 658 and DEFSTAN 05-138, which apply in addition to obtaining certification under the Cyber Essentials Scheme.

HMG SPF can be found at:
https://www.gov.uk/government/collections/government-security

ISNs can be found at:
https://www.gov.uk/government/publications/industry-security-notices-isns

DEFCONs are contained with the MOD Acquisition Operating Framework:
https://www.gov.uk/acquisition-operating-framework

Security Advice for List X companies and List X Notices can be obtained from MOD Defence Equipment & Support Principal Security Advisor:

https://www.gov.uk/defence-equipment-and-support-principal-security-advisor

Advice on Accreditation of IT Systems and Incident Reporting can be obtained from MOD Defence Security and Assurance Services:
https://www.gov.uk/defence-security-and-assurance-services-defence-industry-list-x

Information on the Cyber Essentials Scheme, Defence Cyber Protection Partnership and Cyber Security Model can be found at:
https://www.gov.uk/government/publications/procurement-policy-note-0914-cyber-essentials-scheme-certification

https://www.gov.uk/government/publications/cyber-essentials-scheme-overview

https://www.gov.uk/government/collections/defence-cyber-protection-partnership

https://www.gov.uk/government/publications/industry-security-notices-isns > ISN 2016/01 MOD implementation of cyber essentials scheme

Without prejudice to Purchaser's other rights under this Agreement, if the Goods and Services or any part of it is required to fulfil a contract for any other country's government department or authority, Seller undertakes to observe the terms and conditions of the relevant government contracts and accepts, mutatis mutandis, in respect of the Goods and Services, the obligations and liabilities on the part of Purchaser contained in such terms and conditions. Further the Goods and Services (or such part of it as appropriate) shall be deemed to be the subject of a sub-contract made under such terms and conditions as may be in force from time to time under that contract for the said department or authority and any right of termination exercisable.