Applicable to all Purchase Orders Supporting a US Government Contract/Subcontract: The following clauses from the Federal Acquisition Regulations (FAR), the Department of Defense (DOD) FAR Supplement (DFARS), NASA FAR Supplement (NFS), and other focus areas referenced below are incorporated herein. These provisions are in addition to TC-01 – General Provisions.

Applicability of these provisions is as follows: (a) Sections 1.10 through 1.10 apply if this PO is in support of a US Government contract, unless an exemption stated below applies, (b) Section 2.0 also applies if this PO is in support of a DOD contract, and (c) Section 3.0 also applies if this PO is in support of a NASA contract. Any comments or notes that follow the clause citation are also incorporated herein. All clauses incorporated herein are those in effect on the date of this PO and carry the same force and effect as if they were given in full text. In the case of a conflict between provisions of TC-01, TC-02, and this TC-03, the provisions of TC-01 and TC-02 shall take precedence.

Unless otherwise noted, “Government” or “United States” means “Buyer and/or Government of the United States” as determined by the Buyer; “Contracting Officer” means “Buyer”; “Contractor” or “Offeror” mean “Seller”; “Subcontract” means any contract placed by the Seller or lower tier Subcontractors under this PO; and “Commercial Item” means a commercial item as defined in FAR 2.101. In no event shall the Seller acquire any direct claim or direct course of action against the Government. The Contract Disputes Act shall have no application to this PO. Any reference to a “Disputes” clause shall mean the “Disputes” included in TC-01. The Seller shall include in each lower-tier subcontract the appropriate flow-down clauses as required by the FAR, DFARS, or NFS provisions.

NOTE: Clauses with “(NOTE 1)” following the clause citation shall not apply to Commercial Items meeting the following criteria: (a) the Seller’s proposal identifies and represents its Work to be a Commercial Item as defined in FAR 2.101 and provides supporting rationale and documentation to Buyer; and (b) Buyer agrees and documents in this PO that Seller’s Work is a Commercial Item.

Section 1.0 - FAR and Related Clauses:
52.203-3 GRATUITIES
52.203-5 COVENANT AGAINST CONTINGENT FEES
52.204-2 SECURITY REQUIREMENTS
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if PO exceeds $30K) (NOTE 1)
52.211-5 MATERIAL REQUIREMENTS
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN
52.222-3 CONVICT LABOR
52.222-21 PROHIBITION OF SEGREGATED FACILITIES
52.222-26 EQUAL OPPORTUNITY (Delete paragraph (d))
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-50 COMBATING TRAFFICKING IN PERSONS
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-11 OZONE DEPLETING SUBSTANCES
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.225-1 PROHIBIT AMERICAN ACT – SUPPLIES
52.225-5 TRADE AGREEMENTS
52.225-8 DUTY-FREE ENTRY
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-13 PATENT RIGHTS—OWNERSHIP BY THE GOVERNMENT
52.227-14 RIGHTS IN DATA – GENERAL (Including Alternate I, II, III, IV) (NOTE 1)
52.227-16 ADDITIONAL DATA REQUIREMENTS (NOTE 1)
52.227-18 INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.232-7 PAYMENTS UNDER TIME AND MATERIAL AND LABOR HOUR CONTRACTS
52.232-8 DISCOUNTS FOR PROMPT PAYMENT
52.232-17 INTEREST
52.233-3 PROTEST AFTER AWARD (NOTE 1)
52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
52.237-3 CONTINUITY OF SERVICES
52.242-15 STOP WORK ORDER
52.243-1 GOVERNMENT CHANGES – FIXED PRICE
52.243-6 CHANGE ORDER ACCOUNTING
52.244-2 SUBCONTRACTS (Including Alternate I) (NOTE 1)
52.244-5 COMPETITION IN SUBCONTRACTING (NOTE 1)
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (Alternate I is applicable if this PO exceeds $5,000,000)
52.245-1 GOVERNMENT PROPERTY In addition, the following is added as paragraph (n): “Seller shall provide to Buyer immediate notice if the Government or other contractor (i) revokes its assumption of loss under any contracts with the Seller, or (ii) has determined that Seller’s property management practices are inadequate, and/or present and undue risk, or that Seller has failed to take corrective action when required. In the event that Seller’s property system is determined to be inadequate, or the Government notifies and agrees that information about Seller will be reported in accordance with this clause, the Seller shall notify Buyer immediately and provide a copy of the findings and the proposed Corrective Action Plan. Seller shall provide property system information to Buyer at Buyer’s request.” This clause applies only to Government property and does apply to Buyer Property furnished shall be “AS IS”
52.245-9 USE AND CHARGES
52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (Applies equally to Buyer, its Customer, and the Government. In the event of any conflict between this clause and the Inspection in Section 1 – General Provisions, this clause shall take precedence)
52.246-4 INSPECTION OF SERVICES – FIXED-PRICE
52.246-6 INSPECTION - TIME AND MATERIAL AND LABOR HOUR
52.246-16 RESPONSIBILITY FOR SUPPLIES (NOTE 1)
52.247-63 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (NOTE 1)
52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed-Price) Delete paragraph d. In paragraph e, the Seller shall submit the proposal no later than ninety (90) calendar days from the effective date of termination. In the event of any conflict between this clause and Termination for Convenience in Section 1 – General Provisions, this clause shall take precedence.
52.249-8 DEFAULT (Fixed Price Supply and Service) (In the event of any conflict between this clause and the Termination for Default in Section 1 – General Provisions, this clause shall take precedence.)
52.249-14 EXCUSABLE DELAYS

Section 1.1 - FAR Clauses Included Unless FAR Exemptions or Thresholds Apply:
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (This clause as modified herein applies if FAR 52.204-10 is included in Buyer’s contract with its customer and this PO exceeds $25,000. Replace the FAR clause with the following: “Seller shall support Buyer’s compliance to FAR 52.204-10 as follows: (a) Seller is notified and agrees that information about the Seller will be reported in accordance with this clause; (b) Seller agrees to provide information to Buyer as necessary to ensure Buyer’s compliance to this clause, and (c) Seller agrees to input information to www.sam.gov and update it annually to provide the information as required by FAR 52.204-10(c)(3) related to compensation.”)
52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (Applies only to Sealed Bidding)
52.214-28 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (Applies only to Sealed Bidding)
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (NOTE 1)
Section 1.6 - FAR Clauses that Apply under Described Circumstances:
52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATIONS
(Applies if Seller represented itself to Seller as a small business concern prior to award of this PO.)
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
(Applicable when the Buyer’s contract with its customer includes this clause)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS
(Applicable when Seller meets requirements in FAR 52.215-12 applies for which any pre-award or post-award cost determinations will be subject to FAR Part 31) (NOTE 1)
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSION
(Applicable when Seller meets requirements in FAR 52.215-12 applies OR for which any pre-award or post-award cost determinations will be subject to FAR Subpart 31.2) (NOTE 1)
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES/Applicable when Seller meets requirements in FAR 52.215-12 applies OR for which any pre-award or post-award cost determinations will be subject to FAR Subpart 31.2) (NOTE 1)
52.222-11 SUBCONTRACTS (LABOR STANDARDS) (Applicable if this PO is for construction services to be performed in the US)
52.222-34 PROJECT LABOR AGREEMENT (Applicable if this PO is for construction services)
52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION
(Applies if this PO is for services exempt from the Services Contract Act for Maintenance, Calibration, or Repair of Equipment)
52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES – REQUIREMENTS
(Applies if this PO is for services exempt from the Service Contract Act (NOTE 1)
52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applies only if this PO is for radioactive material meeting the criteria outlined in this clause).
52.223-14 TOXIC CHEMICAL RELEASE REPORTING
(Applies only for non-commercial items and if this PO is expected to exceed $100,000. Delete paragraph e.)
52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED
(Applies only if this PO covers or is likely to cover classified subject matter.)
52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR
(Applies if this PO is for experimental, developmental, or research work) (NOTE 1)
52.228-3 WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT)
(Applies if the Defense Base Act (42 USC 1651 et. seq.) applies to this PO.)
52.232-16 PROGRESS PAYMENT
(Applies only if this PO specifically provides for progress payments.)
52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed Price) (Short Form)
(Applies only if at the time of termination this PO does not exceed $150,000.)

Section 1.9 - Certifications and Representations that Apply to this PO:
Seller acknowledges that Buyer will rely upon Seller’s certifications and representations contained herein and in any written offer, proposal or quote, or periodic submission, which results in award of PO to Seller. By entering into such PO, Seller republishes the certifications and representations submitted with its written offer, including any periodic submission to Buyer, and oral offers/quotations made at the request of Buyer, and Seller makes those certifications and representations set forth in the FAR clauses referenced below. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.
52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(Applies if this PO exceeds $150,000)
52.209-5 CERTIFICATION REGARDING DEBARM, SUSPENSION, PROPOSED DEBARM, AND OTHER RESPONSIBILITY MATTERS
52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-25 AFFIRMATIVE ACTION COMPLIANCE
52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(Applies to competitive solicitations /contracts which exceed $150,000)
Section 1.10 - Other Related Provisions that Apply to this PO:

(a) 29 CFR Part 471, Appendix A, Subpart A – Notification of Employee Rights Under Federal Labor Laws

(b) Indemnification for Defective Pricing, Noncompliance With Cost Accounting Standards, and Violation of the Anti-Kickback Statute or the Procurement Integrity Act: The Seller, its Subcontractors, agents, and/or employees agree to indemnify and save harmless and defend Buyer from and against any and all fines, penalties, offsets, claims, demands, actions, debts, liabilities, judgments, costs and attorney’s fees, costs and profit disallowed or reduced by Buyer’s customer arising out of claims on account of, or in any manner predicated upon (1) submission by Seller, its Subcontractors, agents and/or employees of alleged or confirmed defective pricing data, or (2) costs submitted by Seller, which are deemed unallowable costs under FAR, DFAR, or NFS, either by Buyer or applicable government agency, or (3) violation, noncompliance, or cost adjustment associated with any clause in FAR entitled “Cost Accounting Standards,” or the rules or regulations pursuant thereto, or (4) violation of the Anti-Kickback Act of 1986 (41 U.S.C. Section 51-58) by Seller or any of its suppliers or Subcontractors, including indirect suppliers (such as a supplier to one of Seller’s direct suppliers) or (5) any other government or contractual requirement for cost or pricing data submitted by the Seller, its Subcontractors, agents and/or employees to Buyer or any other party.

[The remainder of this page is intentionally blank. Turn to the next page for DFARS and NFS clauses, as applicable.]
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<td>GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (Applies if this PO exceeds $100,000)</td>
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