

Moog Inc.
FAR / DFARS / NASA Supplemental Contract Terms and Conditions
of
Purchase for Fixed Priced Contracts

These supplemental contract terms are an integral part of the subcontract entered into between Moog and Supplier in support of a U. S. Government Contract, as noted on the face of the Moog purchase order issued to Supplier.

The below listed clauses of the Federal Acquisition Regulation (FAR), the Department of Defense Supplement (DFARS), and the National Aeronautics and Space Administration (NASA) Supplement (NASA FAR Supp.), subject to the limitations noted, are specifically incorporated by reference into this contract between Moog and Supplier. Supplier expressly agrees to be bound by the terms of these clauses in the performance of this contract and to flow down the requirements provided for in such incorporated clauses to Supplier's subcontractors, if any, to the extent specified below. Unless otherwise noted, incorporated FAR, DFARS, and NASA FAR Supp. clauses are those in effective (including deviations and interim rules) as of the date of the issuance of the U.S. Government prime contract to which this subcontract relates, with the exception of the cost-accounting provisions of FAR 52.230-2, 3, 4, and 6 for which the effective date shall be deemed to be the date of this subcontract. Provided, however, the Contracts Disputes Act shall have no application to this subcontract. Any reference to a "Disputes" clause in this subcontract, including in the clauses incorporated herein, shall mean the "Disputes" clause provided for in Moog's standard terms and conditions of purchase.

For each incorporated clause, unless the context otherwise requires or as specifically noted below, the term "Contractor" shall mean Supplier, "Contract" shall mean this subcontract or purchase order incorporating these terms, and "Government" and "Contracting Officer" shall mean Moog.

The full text of each of these incorporated clauses is available from the Government, as follows:

FAR Clauses at <http://www.arnet.gov/far>; and

DFARS Clauses at <http://farsite.hill.af.mil/vfdfar1.html>.

NASA Clauses at <http://www.hq.nasa.gov/office/procurement/reqs/fstoc.htm>.

FAR Clauses Incorporated (Commercial Item):

If Supplier is supplying an item that satisfies the definition of "Commercial Item" as defined in FAR 2.101, then the FAR clauses incorporated by reference are limited to the following:

<u>Clause</u>	<u>Title</u>	<u>Limitations on Application / Flow Down Requirement</u>
52.202-1	Definitions	
52.203-7	Anti-Kickback Procedures	Supplier agrees to incorporate the substance of this clause, including subpara. (c)(5), but excepting subpara. (c)(1), in all subcontracts under this contract that exceed \$100,000.

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	
52.204-2	Security Requirements	Supplier agrees to insert terms that conform substantially to the language of this clause, including paragraph (d), but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.
52.204-9	Personal Identity Verification of Contractor Personnel	Supplier shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Supplier certifies that as of the effect date of this subcontract neither Supplier, nor any of its principals, is debarred, suspended, or proposed for debarment by the Federal Government.
52.219-8	Utilization of Small Business Concerns	This clause is not applicable to Small Business Concerns.
52.219-9	Small Business Subcontracting Plan	Only applicable if this contract exceeds \$550,000. Except if Supplier is a Small Business Concern, Supplier shall adopt a Subcontracting Plan complying with this clause and provide assurances that Supplier will include FAR clause 52.219-8, entitled "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities, and that Supplier will require all its subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 to adopt a plan similar to the plan that complies with the requirements of this clause.
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	
52.222-4	Contract Work Hours and Safety Standards Act-- Overtime Compensation	Supplier shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. Supplier shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.
52.222-21	Prohibition of Segregated Facilities	Supplier shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
52.222-26	Equal Opportunity	Supplier shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Only applicable if this contract exceeds \$100,000. The Supplier shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.
52.222-50	Combating Trafficking in Persons	Supplier shall insert this clause, including paragraph (f), in all subcontracts.
52.223-11	Ozone Depleting Substances	
52.225-1	Buy America Act –Supplies	
52.225-5	Trade Agreements	
52.225-	Restrictions	Supplier shall insert this clause, including paragraph (c), in

13	on Certain Foreign Purchases	all subcontracts.
52.227-11	Patent Rights—Ownership by the Contractor	<p>(1) Supplier will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Supplier in this clause, and the Supplier will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions. (2) The Supplier will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3. (3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Supplier agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.</p>
52.227-13	Patent Rights—Acquisition by the Government	<p>(1) The Supplier shall include this clause (suitably modified to identify the parties) in all subcontracts, regardless of tier, for experimental, developmental, or research work. The subcontractor shall retain all rights provided for the Supplier in this clause, and the Supplier shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions. (2) In the event of a refusal by a prospective subcontractor to accept such a clause the Supplier—(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and (ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer. (3) In the case of subcontracts at any tier, the agency, subcontractor, and Supplier agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause. (4) The Supplier shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Supplier shall furnish a copy of such subcontract, and, no</p>

		more frequently than annually, a listing of the subcontracts that have been awarded.
52-227-14	Rights in Data – General	Supplier shall obtain from its subcontractor all data and rights herein necessary to fulfill Supplier’s obligations under this contract.
52-227-16	Additional Data Requirements	
52.244-6	Subcontracts for Commercial Items	<p>Supplier shall insert the following clauses in subcontracts for “commercial items” (as defined in the FAR):</p> <p>(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).</p> <p>(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));</p> <p>(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).</p> <p>(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)</p> <p>(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).</p> <p>Supplier shall include the terms of this clause, including paragraph (d), in subcontracts awarded under this contract.</p>
52.245-1	Government Property (Fixed Priced Contracts)	Supplier shall require each subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to Supplier in sufficient time for the Supplier and Moog to comply with the requirements of paragraph (i)(4) of this clause. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
52.247-	Preference for	Supplier shall insert the substance of this clause, including

64	Privately Owned U.S.- Flag Commercial Vessels	paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
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FAR Clauses Incorporated (Non-Commercial Item):

If the item being supplied under this subcontract does not meet the definition of “Commercial Item,” then each of the below listed FAR clauses are incorporated in this subcontract.

Clause	Title	Limitations on Application / Flow Down Requirement
52.202-1	Definitions	
52.203-5	Covenant Against Contingent Fees	
52.203-6	Restrictions on Subcontractor Sales to the Government	Only applicable if this contract exceeds \$100,000. Supplier agrees to incorporate the substance of this clause, including paragraph (c), in all subcontracts under this contract which exceed \$100,000 or such higher amount as provided for in the definition of “simplified acquisition threshold” in FAR 2.101
52.203-7	Anti-Kickback Procedures	Supplier agrees to incorporate the substance of this clause, including subparagraph (c) (5), but excepting subparagraph (c) (1), in all subcontracts under this contract that exceed \$100,000.
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activities	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal	Only applicable if this contract exceeds \$100,000. Supplier shall certify and disclose, as required. Supplier agrees to include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

	Transactions	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	<p>Only applicable if this contract exceeds \$100,000.</p> <p>Supplier agrees to include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.</p>
52.203-13	Contractor Code of Business Ethics and Conduct	<p>Only applicable if this contract (i) exceeds \$ 5,000,000 and (ii) has a performance period of more than 120 days and (iii) is (1) not for the acquisition of a Commercial Item or (2) performed entirely outside the United States.</p> <p>Supplier will include the substance of this clause, including paragraph (d), in all subcontracts that have a value of in excess of \$5,000,000 and a performance period of more than 120 days, except when the subcontract –</p> <p>(1) Is for the acquisition of a Commercial Item; or (2) Is performed entirely outside the United States.</p>
52.203-14	Display of Hotline Poster(s)	<p>Only applicable if this contract exceeds (i) \$ 5,000,000 and (ii) has a performance period of more than 120 days and (iii) is (1) not for the acquisition of a Commercial Item or (2) performed entirely outside the United States.</p> <p>Supplier will include the substance of this clause, including paragraph (d), in all subcontracts that have a value of in excess of \$5,000,000 and a performance period of more than 120 days, except when the subcontract –</p> <p>(1) Is for the acquisition of a Commercial Item; or (2) Is performed entirely outside the United States.</p>
52.204-2	Security Requirements	Supplier agrees to insert terms that conform substantially to the language of this clause, including paragraph (d), but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.
52.204-9	Personal Identity Verification of Contractor Personnel	Supplier shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
52.208-8	Required Sources for Helium and Helium Usage Data	Supplier shall insert this clause, including paragraph (c), in any subcontract or order that involves a major helium requirement.
52.209-6	Protecting the Governments	Supplier certifies that as of the effect date of this subcontract neither Supplier, nor any of its principals, is debarred,

	Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	suspended, or proposed for debarment by the Federal Government.
52.211-15	Defense Priority and Allocation Requirements	
52.212-5	Contract Terms And Conditions Required To Implement Statutes Or Executive Orders-- Commercial Items	<p>In subcontracting for “commercial items” (as defined in the FAR), the Supplier is only required to flow down the following FAR clauses. Unless otherwise indicated below, the extent of the flow down shall be as required by the specified clause--</p> <p>(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).</p> <p>(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).</p> <p>(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).</p> <p>(vi) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, <i>et seq.</i>).</p> <p>(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g), flow down required in accordance with paragraph (f) of FAR clause 52.222-50.</p> <p>(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p>

52.214-26	Audit and Records-- Sealed Bidding	<p>Only applicable if this contract exceeds \$650,000.</p> <p>Supplier shall insert a clause containing all the provisions of this clause, including paragraph (e), in all subcontracts expected to exceed the \$650,000 threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.</p>
52.214-28	Subcontractor Cost or Pricing Data-- Modifications --Sealed Bidding	<p>Only applicable if this contract exceeds \$650,000.</p> <p>Supplier shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the \$650,000 threshold for submission of cost or pricing data in FAR 15.403-4(a)(1).</p>
52.215-2	Audit and Records-- Negotiation	<p>Only applicable if this contract exceeds \$100,000.</p> <p>Supplier shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, (i.e. \$100,000, or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d)) and (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) For which cost or pricing data are required; or (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.</p>
52.215-10	Price Reduction for Defective Cost or Pricing Data	<p>Only applicable if this contract exceeds \$650,000.</p> <p>In addition to Supplier's obligation under this clause, if Moog is subject to any liability, or threat of liability, imposed by the Government or by Moog's higher-tier customer as a result of Supplier's, or its lower-tier subcontractor's, failure to comply with cost or pricing data requirements provided for in this clause, Supplier shall defend, indemnify, and hold Moog harmless to the full extent of any loss, damage, or expense (including, without limitation, reasonable attorneys' fees and the cost and expense of enforcing this indemnification) incurred by Moog.</p>
52.215-11	Price reduction for Defective Cost or Pricing Data - Modifications	<p>Only applicable if this contract exceeds \$650,000.</p> <p>In addition to Supplier's obligation under this clause, if Moog is subject to any liability, or threat of liability, imposed by the Government or by Moog's higher-tier customer as a result of Supplier's, or its lower-tier subcontractor's, failure to comply with cost or pricing data requirements provided for in this clause, Supplier shall defend, indemnify, and hold Moog harmless to the</p>

		full extent of any loss, damage, or expense (including, without limitation, reasonable attorneys' fees and the cost and expense of enforcing this indemnification) incurred by Moog.
52.215-12	Subcontractor Cost or Pricing Data	Only applicable if this contract exceeds \$650,000. In each subcontract that exceeds the \$650,000 threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, Supplier shall insert either (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or (2) The substance of the clause at FAR 52.215-13, subcontractor Cost or Pricing Data -- Modifications.(The threshold for subcontracts is determined at the time of subcontract award as that applicable at that time under FAR 15.403-4.)
52.215-13	Subcontractor Cost or Pricing Data-- Modifications	Only applicable if this contract exceeds \$650,000. Supplier shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the \$650,000 threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later. (The threshold for subcontracts is determined at the time of subcontract award as that applicable at that time under FAR 15.403-4.)
52.215-14	Integrity of Unit Prices	Only applicable if this contract exceeds \$100,000. Supplier shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2 (i.e. \$100,000, or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d); construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.
52.215-15	Pension Adjustments and Asset Reversions	Supplier shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408 (g).
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than	The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

	Pensions	
52.215-19	Notification of Ownership Changes	The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
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	
52.216-5	Price Redetermination-- Prospective	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
52.216-6	Price Redetermination-- Retroactive	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
52.216-16	Incentive Price Revision-- Firm Target	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
52.216-17	Incentive Price Revision-- Successive Targets	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
52.219-8	Utilization of Small Business Concerns	This clause is not applicable to Small Business Concerns.
52.219-9	Small Business Subcontracting Plan	Only applicable if this contract exceeds \$550,000. Except if Supplier is a Small Business Concern, Supplier shall adopt a Subcontracting Plan complying with this clause and provide assurances that Supplier will include FAR clause 52.219-8, entitled "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities, and that Supplier will require all its subcontractors (except small business concerns) that

		receive subcontracts in excess of \$550,000 to adopt a plan similar to the plan that complies with the requirements of this clause.
52.219-16	Liquidated Damages Subcontracting Plan	Supplier shall indemnify and hold harmless Moog for any liquidated damages assessed against Moog resulting from Supplier failure comply with the requirements of FAR 52.219-8 or 52.219-9.
52.222-1	Notice to the Government of Labor Dispute	
52.222-4	Contract Work Hours and Safety Standards Act-- Overtime Compensation	Supplier shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. Supplier shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.
52-222-20	Walsh-Healey Public Contract Act	Only applicable if this contract exceeds \$100,000.
52.222-21	Prohibition of Segregated Facilities	Supplier shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
52.222-22	Previous Contracts and Compliance Reports	Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
52.222-26	Equal Opportunity	Supplier shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
52.222-27	Affirmative Action Compliance Requirements for Construction	If Supplier, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and	Only applicable if this contract exceeds \$100,000. The Supplier shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

	Other Eligible Veterans	
52.222-36	Affirmative Action for Workers with Disabilities	Only applicable if this contract exceeds \$10,000. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary of Labor. Supplier shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Only applicable if this contract exceeds \$100,000. Supplier shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	Only applicable if this contract exceeds \$100,000. Supplier shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3I. For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold.
52.222-41	Service Contract Act of 1965, as Amended	Supplier agrees to insert this clause in all subcontracts subject to the Act.
52.222-50	Combating Trafficking in Persons	Supplier shall include the substance of this clause, including paragraph (f), in all subcontracts.
52-223-3	Hazardous Material Identification and Material Data Safety	
52-223-6	Drug Free Workplace	

52.223-7	Notice of Radioactive Materials	This clause, including paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause. Paragraph (a) requires notice whenever any servicing is required by the contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.
52.223-11	Ozone Depleting Substances	
52.223-13	Certification of Toxic Chemical Release Reporting	Not applicable to contracts for commercial items as defined in FAR Part 2 or contracts not exceeding \$100,000.
52.223-14	Toxic Chemical Release Reporting	Not applicable to commercial items as defined in FAR Part 2 or contracts not exceeding \$100,000.
52.225-1	Buy America Act –Supplies	
52.225-2	Balance of Payment Program – Certificate	
52.225-5	Trade Agreements	
52.225-8	Duty-Free Entry	Supplier shall insert this clause, including paragraph I, in all subcontracts meeting the requirements of paragraph (j).
52.225-13	Restrictions on Certain Foreign Purchases	Supplier shall insert this clause, including paragraph I, in all subcontracts.
52.227-1	Authorization and Consent	Only applicable if this contract exceeds \$100,000. Supplier agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (i.e. \$100,000, or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in

		10 USC 2302(7) and 41 USC 259(d)); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold does not affect this authorization and consent.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Only applicable if this contract exceeds \$100,000. Supplier shall include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101 (i.e. \$100,000, or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d).
52.227-9	Refund of Royalties	The substance of this clause, including paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.
52.227-10	Filing of Patent Applications—Classified Subject Matter	Supplier agrees to include, and require the inclusion of, this clause in all subcontracts at any tier that cover or are likely to cover classified subject matter.
52.227-11	Patent Rights—Ownership by the Contractor	(1) Supplier will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Supplier in this clause, and the Supplier will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions. (2) The Supplier will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3. (3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Supplier agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

52.227-13	Patent Rights– Acquisition by the Government	(1) The Supplier shall include this clause (suitably modified to identify the parties) in all subcontracts, regardless of tier, for experimental, developmental, or research work. The subcontractor shall retain all rights provided for the Supplier in this clause, and the Supplier shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor’s subject inventions. (2) In the event of a refusal by a prospective subcontractor to accept such a clause the Supplier–(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor’s reasons for such refusal and other pertinent information that may expedite disposition of the matter; and (ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer. (3) In the case of subcontracts at any tier, the agency, subcontractor, and Supplier agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause. (4) The Supplier shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Supplier shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.
52-227-14	Rights in Data – General	Supplier shall obtain from its subcontractor all data and rights herein necessary to fulfill Supplier’s obligations under this contract.
52-227-16	Additional Data Requirements	
52.228-3	Workers Compensation Insurance (Defense Base Act)	The Supplier shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.
52.228-4	Workers Compensation and War-Hazard Insurance Overseas	The Supplier shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.
52.228-5	Insurance– Work on a Government Installation	The Supplier shall insert the substance of this clause, including this paragraph I, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the

		insurance required in the Schedule or elsewhere in the contract. The Supplier shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
52.229-7	Taxes— Fixed-Price Contracts with Foreign Governments	
52.229-10	State of New Mexico Gross Receipts and Compensat- ing Tax	Supplier shall with and insert the substance of this clause, including paragraph (h), in each subcontract which meets the criteria in FAR 29.401-4(b) (1) through (3).
52.230-2	Cost Accounting Standards	Only Applicable if this contract exceeds \$650,000. Supplier shall include in all negotiated subcontracts which the Supplier enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in FAR 30.201-4 shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$650,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-3	Disclosure and Consistency of Cost Accounting Practices	The Supplier shall include in all negotiated subcontracts, which the Supplier enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that— (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in FAR 30.201-4 shall be inserted. (2) This requirement shall apply only to negotiated subcontracts in excess of \$650,000. (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

52.230-4	Consistency in Cost Accounting Practices	
52.230-5	Cost Accounting Standards—Educational Institution	<p>Supplier shall include in all negotiated subcontracts which the Supplier enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all applicable CAS in effect on the subcontractor's award date or, if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, except that—</p> <p>(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in 48 CFR 9903.201-4 shall be inserted; (2) This requirement shall apply only to negotiated subcontracts in excess of \$650,000; and (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.</p>
52.230-6	Administration of Cost Accounting Standards	<p>For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5—</p> <p>(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);</p> <p>(2) Include the substance of this clause in all negotiated subcontracts; and</p> <p>(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:</p> <p>(i) Subcontractor's name and subcontract number.</p> <p>(ii) Dollar amount and date of award.</p> <p>(iii) Name of Contractor making the award.</p>
52.232-11	Extras	
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	<p>Supplier agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.</p>

52.234-4	Earned Value Management System	Supplier shall require each subcontractor specified in the clause to comply with the applicable requirements.
52.236-13	Accident Prevention	Supplier shall insert this clause, including paragraph (e), with appropriate changes in the designation of the parties, in all subcontracts.
52.244-6	Subcontracts for Commercial Items	<p>Supplier shall insert the following clauses in subcontracts for “commercial items” (as defined in the FAR):</p> <p>(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).</p> <p>(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));</p> <p>(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).</p> <p>(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39).</p> <p>(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).</p> <p>Supplier shall include the terms of this clause, including paragraph (d), in subcontracts awarded under this contract.</p>
52.245-1	Government Property (Fixed Priced Contracts)	<p>Supplier shall require each subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to Supplier in sufficient time for the Supplier and Moog to comply with the requirements of paragraph (i)(4) of this clause.</p> <p>The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the</p>

		Government property.
52.246-2	Inspection of Supplies – Fixed-Price	If the Government performs inspection or test on the premises of Supplier or a subcontractor, Supplier shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.246-4	Inspection of Services – Fixed-Price	If the Government performs inspections or tests on the premises of Supplier or a subcontractor, Supplier shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.246-7	Inspection of Research and Development – Fixed-Price	If the Government performs any inspection or test on the premises of the Supplier or a subcontractor, the Supplier shall furnish and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Supplier's or subcontractor's premises.
52.246-9	Inspection of Research and Development (Short Form)	If the Government performs inspection or evaluation on the premises of Supplier or a subcontractor, the Supplier shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.247-63	Preference for U.S.-Flag Air Carriers	Supplier shall include the substance of this clause, including paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Supplier shall insert the substance of this clause, including paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
52.248-1	Value Engineering	Supplier shall include an appropriate value engineering clause in any subcontract of \$100,000 or more.

DFARS Incorporated Clauses (Only Applicable if Under a Department of Defense Prime Contract or Subcontract)

Commercial Item:

If Supplier is supplying an item that satisfies the definition of “Commercial Item” as defined in FAR 2.101, then the DFARS clauses incorporated by reference are limited to the following:

Clause	Clause Title	Application / Flow Down Requirement
252.225-7014	Preference for Domestic Specialty Metals	
252.225-7014 Alt 1	Preference for Domestic Specialty Metals	
252.237-7019	Training for Contractor Personnel Interacting with Detainees	Supplier shall include the substance of this clause, including paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.
252-247-7023	Transportation of Supplies by Sea	<p>In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Supplier shall flow down the requirements of this clause as follows:</p> <p>(1) Supplier shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the FAR (\$100,000.00).</p> <p>(2) Supplier shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the FAR (\$100,000.00).</p> <p>but see: Alternate III (May 2002) As prescribed in 247.573(b) (4) [When there is an anticipated value below the simplified acquisition threshold], substitute the following paragraph (f) for paragraphs (f), (g), and (h) of the basic clause: (f) Supplier shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b) (2) of this clause.</p>

252.247-7024	Notification of Transportation of Supplies by Sea	<p>Supplier shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties-</p> <p>(1) In all subcontracts under this contract, if this contract is a construction contract; or</p> <p>(2) If this contract is not a construction contract, in all subcontracts under this contract that are for-</p> <p>(i) Noncommercial items; or</p> <p>(ii) Commercial items that-</p> <p>(A) The Supplier is reselling or distributing to the Government without adding value (generally, the Supplier does not add value to items that it subcontracts for f.o.b. destination shipment);</p> <p>(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or</p> <p>(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.</p>
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Non-Commercial Item:

If the item being supplied under this subcontract does not meet the definition of “Commercial Item,” then each of the below listed DFARS clauses are incorporated in this subcontract.

Clause	Clause Title	Application / Flow Down Requirement
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	<p>Only applicable if this contract exceeds \$100,000.</p> <p>Supplier agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the FAR, except those for commercial items or components.</p>
252.204-7000	Disclosure of Information	<p>Supplier agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.</p>
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	<p>The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the</p>

		Government Furnished Property clause of the contract.
252.209-7000	Acquisition from Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	<p>Only applicable if this contract exceeds \$100,000.</p> <p>Supplier shall incorporate this clause, including paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in Part 13 of the FAR, (\$100,000, or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a) (13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d)), except those for commercial items.</p>
252.211-7000	Acquisition Streamlining	<p>Only applicable if this contract exceeds \$1,000,000.</p> <p>Supplier shall insert this clause, including paragraph (d) in all subcontracts over \$1 million, awarded in the performance of this contract.</p>
252.211-7003	Item Identification And Valuation	If paragraph (c) (1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	<p>In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items clause of this contract (FAR 52.212-5), Supplier shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:</p> <p>(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).</p> <p>(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).</p> <p>(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).</p> <p>(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) 10 U.S.C. 2631).</p>

252.215-7004	Excessive Pass-Through Charges	Supplier shall insert the substance of this clause, including paragraph (f), in all subcontracts under this contract, except for— (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition; (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition; (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.
252.217-7012	Liability and Insurance	Supplier shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d) (1) of this clause.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	This clause is not applicable to Small Business Concerns. This clause supplements FAR Clause 52.219-9.
252.222-7000	Restrictions on Employment of Personnel	Supplier shall insert the substance of this clause, including paragraph (b), in each subcontract awarded under this contract.
252.222-7006	Combating Trafficking in Persons	Supplier shall include the substance of this clause, including paragraph (g), in all subcontracts performed outside the United States; and (ii) If this contract is for services (other than commercial), the Contractor shall include the substance of this clause, including paragraph (g), in all subcontracts performed in the United States for the acquisition of services (other than commercial).
252.223-7001	Hazard Warning Labels	
252.223-7002	Safety Precautions for Ammunition and Explosives	Supplier shall insert this clause, including paragraph (g), in every subcontract that involves ammunition or explosives. (i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	The basic clause does not contain a flow down. Alternative I requires that the Contractor shall include this clause, including paragraph (d), in each subcontract that requires, may require, or permits a subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as

		defined in this clause.
252.223-7006 Alternate 1	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	The Supplier shall include this clause, including this paragraph (d), in each subcontract that requires, may require, or permits a subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.
252.225-7001	Buy American Act and Balance of Payments Program	
252.225-7004	Report of Intended Performance Outside the United States and Canada —Submission after Award	Only Applicable if Supplier is a first-tier subcontractor.
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	Only Applicable if Supplier is a first-tier subcontractor and this contract exceeds \$550,000 , except contracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crude, timber (logs), or subsistence. Supplier shall furnish to Moog reports complying with paragraphs (b) through (e) of this clause.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	The Supplier shall insert the substance of this clause, including paragraph (c), in all subcontracts for items covered by the United States Munitions List.
252.225-7013	Duty-Free Entry	Supplier shall— (1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for— (i) Qualifying country components; or no qualifying country components for which Supplier estimates that duty will exceed \$200 per unit; (2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and (3) Include in applicable subcontracts— (i) The name and address of the ACO for this

		<p>contract;</p> <p>(ii) The name, address, and activity address number of the contract administration office specified in this contract; and</p> <p>(iii) The information required by paragraphs (h) (1), (2), and (3) of this clause.</p>
252.225-7014	Preference for Domestic Specialty Metals	
252.225-7014 Alternate 1	Preference for Domestic Specialty Metals	
252.225-7015	Preference for Domestic Hand or Measuring Tools	
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	<p>Supplier shall insert the substance of this clause, including paragraph (e), in all subcontracts, except those for:</p> <p>(1) Commercial items; or (2) Items that do not contain ball or roller bearings.</p>
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain	Supplier shall insert the substance of this clause, including paragraph (c), in all subcontracts for items containing welded shipboard anchor and mooring chain, four inches or less in diameter.
252.225-7025	Restriction on Acquisition of Forgings	Supplier shall insert the substance of this clause, including paragraph (e), in all subcontracts for forging items or for other items that contain forging items.
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	
252.225-7033	Waiver of United Kingdom Levies	
252.225-7037	Duty-Free Entry NAFTA Country End Products and Supplies	<p>The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-</p> <p>(1) Directly with a foreign concern as a prime contract; or</p> <p>(2) As a subcontract or purchase order under a contract with a domestic concern.</p>

252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	<p>Supplier shall incorporate the substance of this clause, including paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—</p> <ul style="list-style-type: none"> (1) Contingency operations; (2) Humanitarian or peacekeeping operations; (3) Other military operations; or (4) Military exercises designated by the Combatant Commander.
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	<p>Except as provided in paragraph (c) of this clause, Supplier and its subcontractors, if performing or traveling outside the United States under this contract, shall:</p> <ul style="list-style-type: none"> (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity; (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality; (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel. <p>(c) The requirements of this clause do not apply to any subcontractor that is:</p> <ul style="list-style-type: none"> (1) A foreign government;

		(2) A representative of a foreign government; or (3) A foreign corporation wholly owned by a foreign government.
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts	Supplier shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.
252.227-7013	Rights in Technical Data-Noncommercial Items	Whenever any technical data for noncommercial items is to be obtained from a subcontractor for delivery to the Government under this contract, the Supplier shall use this same clause in the subcontract and require its subcontractors to do so, without alteration, except to identify the parties.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Supplier shall use this same clause in its subcontracts, and require its subcontractors to do so, without alteration, except to identify the parties.
252.227-7016	Rights in Bid or Proposal Information	Supplier shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.
252.227-7018 (Alternate Clause in lieu of 252.227-7013 and 7014, if SBIR program contract)	Rights in Noncommercial Technical Data and Computer Software- Small Business Innovation Research (SBIR) Program	Only applicable when technical data or computer software will be generated during performance of a SBIR program contract. Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Supplier shall use this same clause in the subcontract and require its subcontractors or suppliers to do so, without alteration, except to identify the parties.
252.227-7019	Validation of Asserted Restrictions-Computer Software	Supplier shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.

252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legend	
252.227-7026	Deferred Delivery of Technical Data or Computer Software	
252.227-7027	Deferred Ordering of Technical Data or Computer Software	
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	
252.227-7030	Technical Data--Withholding of Payment	
252.227-7033	Rights in Shop Drawings	This clause, including paragraph (b), shall be included in all subcontracts hereunder at any tier.
252.227-7034	Patents-Subcontracts	Not applicable to Supplier if Small Business Concern or Nonprofit Organization. Supplier will include the clause at FAR 52.227-12, Patent Rights—Retention by the Contractor (Long Form), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by other than a small business firm or nonprofit organization.
252.227-7037	Validation of Restrictive Markings on Technical Data	Supplier or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.
252.228-7001	Ground and Flight Risk	The subcontract shall contain provisions requiring the return of aircraft in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract.

252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles	Supplier will include a clause in subcontracts under this contract to require subcontractor cooperation and assistance in accident investigations.
252.229-7004	Status of Contractor as a Direct Contractor (Spain)	Supplier agrees to insert the provisions of this clause, including this paragraph (h), in all subcontracts.
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs	Supplier shall insert the substance of this clause, including paragraph (e), in all subcontracts for commodities that exceed \$500.
252.235-7002	Animal Welfare	Supplier shall include this clause, including paragraph (f), in all subcontracts involving research of live vertebrate animals.
252.235-7003	Frequency Authorization	Supplier shall include this clause, including paragraph (d), in all subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
252.237-7019	Training for Contractor Personnel Interacting with Detainees.	Supplier shall include the substance of this clause, including paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.
252-239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Supplier shall include this clause, including paragraph (e), in all subcontracts which require securing telecommunications.
252.242-7002	Earned Value Management System	Supplier shall require the following subcontractors to comply with the requirements of this clause: _____. [Note that the PCO can insert specific Subcontractors that must comply with this clause.]
252.242-7005	Cost/Schedule Status Report	Supplier shall require a subcontractor to furnish C/SSR in each case where the subcontract is other than firm-fixed-price, is 12 months or more in duration, and has critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor. Each subcontractor's reported cost and schedule information shall be incorporated into the Contractor's C/SSR.

252.243-7001	Pricing of Contract Modifications	
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD contracts)	<p>In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (FAR 52.244-6), the Supplier shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:</p> <p>(a) 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).</p> <p>(b) 252.246-7003 Notification of Potential Safety Issues.</p> <p>(c) 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).</p> <p>(d) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).</p>
252.246-7001	Warranty of Data	
252.246-7003	Notification of Potential Safety Issues	<p>Supplier shall include the substance of this clause, including this paragraph (f), in subcontracts for—</p> <p>(i) Parts identified as critical safety items;</p> <p>(ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or</p> <p>(iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.</p> <p>(2) For those subcontracts described in paragraph (f)(1) of this clause, Supplier shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—</p> <p>(i) Moog or higher-tier subcontractor; and</p> <p>(ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.</p>
252-247-7023	Transportation of Supplies by Sea	<p>In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Supplier shall flow down the requirements of this clause as follows:</p> <p>(1) Supplier shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition</p>

		<p>threshold in Part 2 of the FAR (\$100,000.00).</p> <p>(2) Supplier shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the FAR (\$100,000.00).</p> <p>but see: Alternate III, as prescribed in 247.573(b) (4) [When there is an anticipated value below the simplified acquisition threshold], substitute the following paragraph (f) for paragraphs (f), (g), and (h) of the basic clause: (f) Supplier shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b) (2) of this clause.</p>
252.247-7024	Notification of Transportation of Supplies by Sea	<p>Supplier shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties-</p> <p>(1) In all subcontracts under this contract, if this contract is a construction contract; or</p> <p>(2) If this contract is not a construction contract, in all subcontracts under this contract that are for-</p> <p>(i) Noncommercial items; or</p> <p>(ii) Commercial items that-</p> <p>(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);</p> <p>(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or</p> <p>(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.</p>
252.249-7002	Notification of Anticipated Contract Termination or Reduction	<p>Only applicable if this contract exceeds \$100,000.</p> <p>Impose similar notice and flow down requirements to subcontractors with subcontracts of \$100,000 or more.</p>

NASA FAR Supp. Incorporated Clauses (Only Applicable if under a NASA Prime or Subcontract):

1852.204-76	Security Requirements for Unclassified information Technology Resources	Supplier shall be responsible for information and information technology (IT) security as described in the text of this clause. Supplier shall insert this clause, including paragraph (g), in all subcontracts that -- (1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or (2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.
1852-208-81	Restrictions on Printing and Duplicating	Supplier shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including paragraph (f).
1852-211-70	Packaging, Handling, and Transportation	Supplier shall include the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items as defined in NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components."
1852.219-75	Small Business Subcontracting Reporting	Not applicable to Supplier who is a Small Business Concern. Supplier shall insert the provisions of this clause, including paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.
1852-219-76	NASA 8 Percent Goal	Not applicable to Supplier who is a Small Business Concern.
1852.223-70	Safety and Health	Supplier shall insert the substance of this clause, including paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts at every tier.
1852.223-74	Drug- and Alcohol-Free Workforce	Supplier shall insert a clause containing all the terms of this clause, including paragraph (g), in all subcontracts in which work is performed by an employee in a "sensitive position," (as defined in the clause) except subcontracts for commercial items.
1852.223-75	Major Breach of Safety or Security	As prescribed in 1823.7001(d), for contracts with an estimated value of \$500,000 or more.

1852.223-75 Alternate I	Major Breach of Safety or Security Alternate I	As prescribed in 1823.7001(d)(2), for contracts with an estimated value of less than \$500,000.
1852.227-11	Patent Rights – Retention by the Contractor (Short Form)	This clause is only applicable to Small Business Concerns or Nonprofit Organizations.
1852.227-14	Rights In Data – General	
1852.227-19	Commercial Software – Restricted Rights	
1852.227-70	New Technology	This clause is not applicable to Small Business Concerns or Nonprofit organizations. Supplier shall include this clause and FAR 52.227-11 (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.
1852.227-71	Request for Waiver of Rights to Inventions	Supplier shall insert this clause in all contracts that include the clause at 1852.227-70, New Technology.
1852.227-72	Designation of New Technology Representative and Patent Representative	To the extent prescribed in 1827.303-70(d), Supplier shall insert this clause in all subcontracts.
1852.242-76	Modified Cost Performance Report	To the extent prescribed in 1842.7402(b), Supplier shall insert this clause in all subcontracts.
1852.245-72	Liability for Government Property furnished for Repair or Other services	
1852.245-73	Financial Reporting of NASA Property in Custody of Contractors	
1852.246-70	Mission Critical Space System Personnel Reliability Program	Applicable if Supplier's employees will hold positions designated as critical in accordance with 14 CFR 1214.5.
1852.246-73	Human Space Flight Item	Applicable if this contract is for human space flight hardware or flight related equipment.