

**FEDERAL ACQUISITION REGULATION (FAR) AND DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION (DFAR) CLAUSES APPLICABLE TO NRL PRIME CONTRACT NUMBER N00173-17-D-2017**

The FAR and DFAR clauses referenced below are incorporated herein and made a part of this Subcontract Agreement. In all clauses, unless the context of the clause requires otherwise, the term “Contractor” shall mean Subcontractor, the term “Contract” shall mean this Subcontract, and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean Contractor and Contractor’s Subcontracting Representative, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a Subcontractor to Praxis, to insure Subcontractor’s obligations to Praxis and to the United States Government, and to enable Praxis to meet its obligations under its Prime Contract. If a clause is not applicable under the Subcontract it shall be considered self-deleting.

**FAR AND DFARS CLAUSES INCORPORATED BY REFERENCE**

**a. FEDERAL ACQUISITION REGULATION CLAUSES**

<b>CLAUSE</b>	<b>TITLE</b>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
52.203-14	DISPLAY OF HOT-LINE POSTER(S) (OCT 2015) – FILL IN FOR PARAGRAPH (B)(3): DOD INSPECTOR GENERAL, ATTN: DEFENSE HOTLINE, 400 ARMY NAVY DRIVE, WASHINGTON, DC 22202-2884
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (APR 2014)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)
52.204-18	COMMERCIAL AN DGOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- 52.210-1 MARKET RESEARCH (APR 2011)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
- 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.216-7 ALLOWABLE COST AND PAYMENT (FILL IN: 30<sup>TH</sup>) (JUN 2013)
- 52.216-8 FIXED FEE (JUN 2011)
- 52.219-6 NOTICE OF TOTAL SMALL-BUSINESS SET-ASIDE (NOV 2011)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)
- 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS – THE USE OF OVERTIME IS AUTHORIZED UNDER THIS CONTRACT IF THE OVERTIME PREMIUM DOES NOT EXCEED “0” (JUL 1990)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)
- 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016)
- 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION-ALTERNATE II (MAY 2011)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN2008)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) – WITH ALTERNATE I (APR 1984)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.227-10 FILING OF PATENT APPLICATION – CLASSIFIED SUBJECT MATTER (DEC 2007)
- 52.227-11 PATENT RIGHTS -OWNERSHIP BY THE CONTRACTOR (MAY 2014)
- 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUNE 1987)
- 52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015) –**DOES NOT APPLY TO SMALL BUSINESSES**
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) –**DOES NOT APPLY TO SMALL BUSINESSES**
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-20 LIMITATION OF COST (APPLICABLE WHEN THE CONTRACT OR TASK ORDER IS FULLY FUNDED) (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APPLICABLE WHEN THE CONTRACT OR TASK ORDER IS NOT FULLY FUNDED) (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) – WITH ALTERNATE I (APR 1984)
- 52.232-25 PROMPT PAYMENT (JAN 2017) – WITH ALTERNATE I (FEB 2002)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014) – WITH ALTERNATE I – (DEC 1991)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.242-15 STOP-WORK ORDER (AUG 1989) – WITH ALTERNATE I (APR 1984)
- 52.243-2 CHANGES—COST-REIMBURSEMENT (AUG 1987) – WITH ALTERNATE V (APR 1984)
- 52.243-3 CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)
- 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.244-2 SUBCONTRACTS (OCT 2010)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)
- 52.245-1 GOVERNMENT PROPERTY (JAN 2017)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-3 INSPECTION OF SUPPLIES—COST-REIMBURSEMENT (MAY 2001)
- 52.246-5 INSPECTION OF SERVICES—COST-REIMBURSEMENT (APR 1984)
- 52.246-6 INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
- 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT – COST REIMBURSEMENT (MAY 2001)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.246-24 LIMITATION OF LIABILITY – HIGH-VALUE ITEMS (FEB 1997) – WITH ALTERNATE I (APR 1984)
- 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION (DFARS) CLAUSES**

<b>CLAUSE</b>	<b>TITLE</b>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES (DEC 2008)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
252.203-7003	AGENCY OFFICER OF THE INSPECTOR GENERAL (DEC 2012)
252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2016)
252.204-7000	DISCLOSURE OF INFORMATION (OCT 2016)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.204-7006	BILLING INSTRUCTIONS (OCT 2005)
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION & CYBER INCIDENT REPORTING (OCT 2016)
252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)
252.209-7009	ORGANIZATIONAL CONFLICT OF INTEREST – MAJOR DEFENSE ACQUISITION PROGRAM (OCT 2015)
252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION (JUNE 2016)
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)\
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2016-00009) (AUG 2016)
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
252.223-7001	HAZARD WARNING LABELS (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (SEP 2014)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM-BASIC (DEC 2016)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016)
252.225-7009	RESTRICTION ON THE ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)
252.225-7013	DUTY FREE ENTRY (MAY 2016)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)
252.225-7017	PHOTOVOLTAIC DEVICES (DEC 2016)
252.225-7021	TRADE AGREEMENTS – BASIC (DEC 2016)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)

- 252.225-7036 BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (AUG 2016)
- 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (NAVAL CRIMINAL INVESTIGATIVE SERVICE (NCIS), CODE 24, TELEPHONE, DSN 228-9113 OR COMMERCIAL (202) 433-9113) (JUN 2015)
- 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
- 252.227-7000 NON-ESTOPPEL (OCT 1966)
- 252.227-7001 RELEASE OF PAST INFRINGEMENT (AUG 1984)
- 252.227-7013 RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (FEB 2014) – WITH ALTERNATE I (JUN 1995)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)
- 252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (SEP 2016)
- 252.227-7025 LIMITATION ON THE USE OF DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7030 TECHNICAL DATA – WITHHOLDING OF PAYMENT (MAR 2000)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
- 252.227-7039 PATENT-REPORTING OF SUBJECT INVENTIONS (APR 1990)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
- 252.232.7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 252.235-7003 FREQUENCY AUTHORIZATION-BASIC (MAR 2014)
- 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)
- 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (JAN 2015)
- 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)
- 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)
- 252.239-7018 SUPPLY CHAIN RISK (OCT 2015)
- 252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2012)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS & COMMERCIAL COMPONENTS (JUN 2013)
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2014)
- 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
- 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
- 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016)
- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
- 252.246-7001 WARRANTY OF DATA – BASIC (MAR 2014)
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
- 252.246-7007 CONTRACTOR CONTERFET ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)
- 252.246-7008 SOURCES OF ELECTRONI PARTS (OCT 2016)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

**THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT:**

**FAR 52.222-35 - EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(a) *Definitions.* As used in this clause--“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts 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 Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

**FAR 52.222-36 – EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

**52.223-11 - OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUNE 2016)**

(a) *Definitions.* As used in this clause--“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide’s global warming potential is defined as 1.0. “High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower

global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>). "Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon. "Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as-- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows: Warning Contains (or manufactured with, if applicable) \*Insert, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. \* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—

- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after

- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

(End of Clause)

## 52.243-7 - NOTIFICATION OF CHANGES (JAN 2017)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting

Officer in writing promptly, within thirty (30) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including –

- (i) What line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within thirty (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; (2) Countermand any communication regarded as a change; (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*



(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulations (FAR) or Defense Federal Acquisition Regulations Supplement (DFARS) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### **252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)**

(a) *Definitions.* As used in this clause—

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).”

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or  
Exhibit Line Item Number Item Description

Exceptions to be identified at the Task Order Level

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or  
Exhibit Line Item Number Item Description: N/A

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number: To be completed at Task Order level when applicable

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number:

To be completed at Task Order level when applicable

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MILSTD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the

information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at [252.232-7003](#). If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/iuidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number: N/A (use IUID Registry)

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

**ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)**

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the U.S. Naval Research Laboratory under Contract No. To be completed at Task Order Level.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the U.S. Naval Research Laboratory.

(End of clause)