

GENERAL PROVISIONS EVC AEROSPACE

1. TERMS AND CONDITIONS

- (a) This Purchase Order is subject to the following terms and conditions and by accepting the Order, or any part thereof, the Seller agrees to and accepts said terms and conditions.
- (b) The referenced Purchase Order, attachments, and documents incorporated herein constitute the complete and exclusive statement of the terms of this agreement between Buyer and Seller and supersede all prior representations, understandings, and communications relating hereto. The invalidity in whole or in part of any provision of this Order shall not affect the validity of other provisions. Buyer's failure to insist, in any one or more instances, upon the performance of any term of this Order shall not be constituted as a waiver or relinquishment of Buyer's right to such performance or to future performance of such a term or terms, and Seller's obligation in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder. Seller shall perform work and make deliveries hereunder no earlier than and only to the minimum extent consistent with delivery schedules and other requirements.

2. CHANGES

- (a) By written order, Buyer may, from time to time, order work suspension or make changes in drawings, designs, specifications, place of delivery, methods of shipment and packaging, and property and services furnished by Seller. If any such changes causes an increase or decrease in the price of this Order or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for adjustment within 20 days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse Seller from proceeding immediately with the Order as changed. Whether made pursuant to this provision or by mutual agreement, changes shall not be binding upon Buyer except when specifically confirmed in writing by a member of Buyer's Purchasing Department. Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by a member of Buyer's Purchasing Department and which expressly states that it constitutes an amendment to that Order.
- (b) The Seller shall notify Buyer of any changes to a product and/or process, including changes of external providers or location of manufacture, that may affect conformance to specifications or requirements, and to obtain approval from Buyer's Purchasing Department or designee prior to production. If a First Article of Inspection (FAI) was required by the contract for the first product, a new FAI shall be required from the Seller. (This clause does not apply to distributors of commercial off-the-shelf (COTS) items.)

3. INDEMNIFICATION

- (a) In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, Seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of such article and are contributed to by said defective conditions.
- (b) If Seller performs services or constructs, erects, inspects or delivers hereunder, Seller will indemnify and save harmless Buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection therewith.
- (c) In lieu of any other warranty by Buyer or Seller against infringement, statutory, or otherwise, it is agreed that Seller shall defend at its expense any suit against Buyer or its customers based on a claim that any item furnished under this Order or the normal use or sale thereof infringes any U.S. Letters Patent or Copyrights, other than claims under Letters Patent covering combinations of such items with items not furnished by Seller, and shall pay costs and damages finally awarded in any such suit; provided that Seller is notified in writing of the suit and given authority, information, and assistance at Seller's expense for the defense of same. If the use or sale of said item is enjoined because of such suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Buyer and extend this patent indemnity thereto.

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- (d) Notwithstanding the foregoing Provision, when this Order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. patents, Seller's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of the Buyer to indemnify the U.S. Government.
- (e) Seller shall indemnify and hold Buyer harmless from and against any liability, including, without limitation, Buyer's costs, attorney's fees, or any fines or penalties assessed against Buyer, resulting from a violation of the Anti-Kickback Enforcement Act of 1986 by Seller or by any Subcontractor below Seller or Subcontractor employee.

4. TERMINATION

In the event of Seller's failure to deliver as and when specified, purchaser reserves the right to cancel this Order, or any part thereof, without prejudice to its other rights, and Seller agrees that purchaser may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

5. ASSIGNMENTS AND SUBCONTRACTING

- (a) Neither this Order nor any interest herein nor claim hereunder may be assigned or delegated by Seller; nor may all or substantially all of this Order be further subcontracted by Seller without the prior written consent of Buyer. No consent shall be deemed to relieve Seller of its obligations to comply fully with the requirements hereof.
- (b) Notwithstanding the above, Seller may, without Buyer's consent, assign monies due to Seller and to become due to Seller hereunder, provided buyer shall continue to have the right to exercise any and all of its rights under, settle any and all claims arising out of, and enter into amendments to, this Order, without notice to or consent of the assignee. Buyer shall be given notice of the assignment; all invoices shall refer to the assignment.

6. WARRANTIES

Seller warrants to Buyer and Buyer's customers that all items delivered and all services rendered hereunder will conform with the requirements hereof and will be free from defects. In addition to other remedies which may be available at law or in equity, Buyer, at its option, may return to Seller any nonconforming or defective items or require correction or replacement of nonconforming or defective items, Seller shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. These rights of Buyer are in addition to but shall not be limited by Seller's standard warranties. Inspection and acceptance of items by Buyer or its customer, or payment thereof, shall not relieve Seller of its responsibilities hereunder.

7. QUALITY

- (a) Seller shall notify Buyer of any nonconforming product and request Buyer review and approval of supplier nonconforming product.
- (b) Seller shall notify Buyer of changes in product and/or process definition and, where required, obtain Buyer approval.
- (c) Buyer, Buyer's customer, and any associated regulatory authorities shall have access to all supplier facilities involved in this order and to all applicable records.
- (d) Seller shall flow down to any lower-tier suppliers the applicable requirements in this Order and General Provisions, including key characteristics where required.
- (e) Objective evidence of compliance with requirements, including records of inspection, tests, nonconforming material, corrective action, engineering change incorporation, supplier surveys/approvals, and other quality assurance activities, are maintained and available for review by Buyer, Buyer's customers, government authorities, and regulatory authorities upon request. Records are legible and maintained by the supplier for a minimum of ten (10) years after completion of the Purchase Order, unless otherwise specified. At the end of the designated time period, the supplier shall contact Buyer for disposition instructions.

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8. DISPUTES

In the event of a disagreement or dispute regarding any matter covered by this Order, which is not disposed of by mutual agreement, the parties hereto shall pursue those necessary corporate and/or legal remedies as may be appropriate to resolve any dispute. The Order shall be governed by the laws of the Commonwealth of Pennsylvania. Legal remedies may include pursuit of the dispute by either party in a court of competent jurisdiction in Pennsylvania. In this event, each party shall be responsible for all costs they incur as a result of such action. Seller is required to continue performance on a disputed matter until any such dispute is resolved or until such legal action specifically directs the cessation of performance by the Seller. It is the intention of the parties hereto that this provision shall govern all disputes whether or not specifically referred to herein.

9. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) typed provisions set forth on this Order, including the description of items purchased/statement of work and specifications attached or incorporated by reference, (2) Buyer's Order Attachments, and (3) these Purchase Order General Provisions. Buyer's specifications shall prevail over those of an agency of the U.S. Government, and both shall prevail over those of Seller. The order of precedence in no way takes precedence over any FAR or DFARS clauses that are a part of the Purchase Order.

10. LIEN WAIVER(S)

Seller shall provide Buyer with lien waivers in a form reasonably satisfactory to Buyer from any and all lower-tier subcontractors, consultants, materialmen, suppliers, or other entities (hereinafter collectively referred to as "subcontractors") working under Seller in the performance of this Order. Failure to deliver such lien waiver(s) shall cause Buyer to withhold payment of that amount from the Order payment schedule equal to the amount to which the subcontractor(s) are entitled. Further, in the event that such lien waivers are not delivered to Buyer by the point in time when performance by Seller has reached fifty percent (50%) of completion, Buyer may, at its sole option, elect to double the amount of retainage established under this Order and issue any progress payments due and owing to Seller in the form of jointly payable checks.

In the event that Buyer receives notice of non-payment of a subcontractor or a formal notice of the intent by a subcontractor to file a lien, Buyer shall notify Seller which will have five (5) business days within which to resolve the non-payment or prospective lien. In the event that a lien attaches due to Seller's failure to respond, Seller shall have five (5) business days within which to cause such lien to be removed. Until such lien is removed Buyer shall be under no obligation to make any progress payments to Seller. Seller shall hold Buyer harmless for any and all damages attributable to the placement a lien upon its property, including reasonable attorney fees.

11. COUNTERFEIT WORK

- (a) For purposes of this clause, Work consists of those parts delivered under this Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- (b) SELLER shall not deliver counterfeit Work to BUYER under this Order.
- (c) SELLER shall only purchase products to be delivered or incorporated as Work to BUYER directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by BUYER.
- (d) SELLER shall immediately notify BUYER with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

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- (e) This clause applies in addition to any quality provision, specification, statement of work or other provision included in the Order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- (f) In the event that Work delivered under this Order constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Order. Notwithstanding any other provision in this Order, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BUYER's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies BUYER may have at law, equity or under other provisions of this Order.
- (g) SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provision in lower-tier Orders for delivery of items that will be included in or furnished as Work to BUYER.
- (h) SELLER shall provide documentation for any electronic component(s) showing an unbroken chain of custody from a trusted supplier. This traceability information shall include one of the following:
 - (1) OCM/Trusted supplier certificate of conformance
 - (2) OCM/Trusted supplier shipping and receiving documents
 - (3) OCM/Trusted supplier packing slips
- (i) A trusted supplier is one of the following:
 - (1) Original Manufacturer,
 - (2) Authorized dealer for the part
 - (3) A supplier that obtains the part exclusively from the original manufacturer of the part or an authorized dealer

12. INTELLECTUAL PROPERTY

- (a) SELLER warrants that the Work performed or delivered under this ORDER will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefore, SELLER shall defend, indemnify, and hold harmless BUYER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this ORDER infringes or otherwise violates the intellectual property rights of any person or entity.
- (b) SELLER's obligations under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to BUYER's Prime Contract for infringement of a U.S. patent and BUYER and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.
- (c) In addition to the Government's rights in data and inventions SELLER agrees that BUYER in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this ORDER.

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- (d) Except as may be expressly set forth in this ORDER with the Government Contracting Officer's express consent, the SELLER shall not acquire any direct claim or direct recourse of action against the U.S. Government under paragraphs (a), (b) or (c).
- (e) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to BUYER pursuant to this ORDER shall become the sole property of BUYER.
- (f) No other provisions in this ORDER, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

13. MISCELLANEOUS

- (a) If Seller refuses to accept this Order exactly as written, Seller will so advise the purchaser upon receipt of the Order and before Seller makes any shipment.
- (b) Upon request by the purchaser, the Seller agrees to furnish waivers or releases from other suppliers or subcontractors for the purchases covered by this Order.
- (c) Buyer will not be responsible for any goods delivered or services rendered without a Purchase Order. Buyer's Order number must appear on all invoices, packing lists, correspondence, etc.
- (d) By accepting this Order, Seller certifies to Buyer that the Seller is in full compliance with the Anti- Kickback Enforcement Act of 1986 (41 USC 51-58) and that neither Seller including any of its officers, agents, partners or employees, nor any subcontractor below Seller or subcontractor employee has: (1) provided or attempted to provide or offered to provide; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback in the price applicable to this Order or in the subcontract price charged by any subcontractor to a higher-tier subcontractor.
- (e) If Seller believes that a violation of one or more of the prohibitions described in Paragraph 13(d) may have occurred, Seller shall promptly report in writing, to the Legal Office of Enterprise Ventures Corporation (EVC), 100 CTC Drive, Johnstown, Pennsylvania 15904 (for information call (800) 410-2092); please identify yourself, your company, the violation as specifically as possible, and identify the Order to which the report relates.
- (f) If EVC's accounts payable department is notified of an outstanding debt of the supplier owed to EVC and uncollected by EVC, EVC may withhold and offset any debt owed to EVC from any outstanding supplier invoices submitted to EVC for payment. A 30-day notification to offset a supplier invoice will be issued by EVC prior to the offset, thereby allowing the supplier the opportunity to negotiate a debt repayment schedule with interest in lieu of an offset. If the amount of the debt is greater than the amount on any outstanding invoices, offsets will continue until the supplier debt is fully repaid to EVC.
- (g) If the provisions of 22 CFR 120-130, International Traffic in Arms Regulations (ITAR) (apply to the work performed under this Order, the following shall apply:
 - (1) Per Section 122.1(a) Seller shall be registered with the Department of State's Office of Defense Trade Controls;
 - (2) Foreign persons, as defined in paragraph 120.16 of the ITAR, are NOT authorized to work under this Order without the express written approval of the U.S. Department of State or the Department of Commerce if the work falls under Export Administration Regulations (EAR);
 - (3) Any technical data or equipment developed under this Order may not be exported, sold or transferred in any manner to a foreign person, whether in the U.S. or abroad, without the written permission of the U.S. Department of State;

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- (4) The Seller warrants that it will not export, transfer or disclose technical data, defense articles or defense services to a foreign person, whether in the U.S. or abroad, without the written permission of the U.S. Department of State or the Department of Commerce. In addition, the Seller shall notify EVC in writing prior to the export, transfer or disclosure to foreign persons; and
- (5) The Seller shall indemnify and hold EVC harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from the Seller's failure to comply with this clause and the stated statutes and regulation, as they may be amended.

14. SPECIAL U.S. GOVERNMENT PROVISIONS

If Buyer's representative indicates that this Order is placed under a Government Prime Contract or higher-tier subcontract, then the following contract clauses, contained in the Federal Acquisition Regulation (FAR), as amended below, apply. The following definitions shall apply to this Order except as otherwise herein provided:

"BUYER" - Means legal entity issuing the Order.

"CONTRACTING OFFICER" - Means Buyer's authorized representative who signed this Order or is identified elsewhere in this Order and will mean Contracting Officer, whenever appropriate, where indicated elsewhere in these terms and conditions.

"CONTRACTOR" - Means Seller.

"SELLER" - Means legal entity which contracts with the Buyer.

"CONTRACT" or "SCHEDULE" - Means this Order.

"SUBCONTRACTOR" - Means Seller's subcontractors.

"GOVERNMENT" - Means Buyer and will mean Government, whenever appropriate, where indicated elsewhere in these terms and conditions.

The Buyer and Seller acknowledge the Government's rights in acquisitions made under Government contracts and permits the Seller's use of such property on the resultant Order from the Buyer.

The order of precedence in no way takes precedence over any FAR or DFARS clause that are a part of this Order.

The Seller may not communicate directly to the Government in support of this Order, unless approved by the Buyer. However, this does not preclude the Seller from reporting fraud, waste or abuse directly to the Government.

All disputes involving this Order that are not resolved between the Parties shall be construed and interpreted according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the Federal Government.

No term or condition contained therein will abrogate, limit, restrict, or waive Government rights, e.g. nothing in this Order (or any of its attachments, exhibits or otherwise) abrogates, limits, restricts, or waives Government rights.

15. FAR CLAUSES APPLICABLE HERETO

The following clauses set forth in the Federal Acquisition Regulation (FAR), as amended and modified below, are applicable to this Order. Without limiting the Order provisions, these FAR clauses are incorporated by reference into this Order with the same force and effect as though set forth in full text. The complete text of any clause referenced may be obtained from the Buyer. The dates of these FAR clauses incorporated by reference are the same as the corresponding clause in EVC's prime contract or higher-tier subcontract under which this order is placed. However, statutory acquisition-related dollar thresholds referenced in any clause shall be applied using the value in effect at the time of this subcontract award, as adjusted for inflation in accordance with FAR 1.109. Other clauses as may be required will be identified on the face of this Order, either by incorporation or by attachment thereto.

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ALL ORDERS INCLUDE THE FOLLOWING:

- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Applicable to orders funded in whole or in part with recovery act funds).
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT OR STATEMENTS (Applies in all orders, other than personal services contracts with individuals.)
- 52.204-2 SECURITY REQUIREMENTS . (Applies if work requires access to classified “Confidential”, “Secret”, or “Top Secret” information. If Seller is an educational institution and performing a cost-reimbursement contract, Alternate I applies.)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applicable to Orders for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
- 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION
- 52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS
- 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION
- 52.211-5 MATERIALS REQUIREMENTS (Substitute “Buyer” for “Contracting Officer” throughout this clause.)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (Substitute “Buyer” for “Contracting Officer”, “Administrative Contracting Officer” and “ACO” throughout this clause other than paragraph (e) where insert “or Buyer” after “Government.” The requirements in paragraph (h) *Compliance Plan*. - Apply to only to any portion of the subcontract that – is for the supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds \$550,000.)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (E.O.13658 for awards issued prior to 2022 and E.O. 14026 for awards, modifications and option years issued in Jan 2022 and after.) Applies only if the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, is in the prime contract and where work is to be performed, in whole or in part, in the United States).
- 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards 52.222-41 or the Wage Rate Requirements (Construction) 52.222-6, and are to be performed in whole or in part in the United States.)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies if this subcontract involves the delivery of hazardous material defined as hazardous material under the latest version of Federal Standard No. 313 including adopted during the terms of the contract. Paragraph (e) Substitute “Buyer” for “Contracting Officer”, paragraph (f) insert “or Buyer” after “Government, and paragraph (h) and insert “and Buyer”

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- 52-223-6 DRUG-FREE WORKPLACE
- 52.224-1 PRIVACY ACT NOTIFICATION
- 52.224-2 PRIVACY ACT
- 52.224-3 PRIVACY TRAINING. (Applies when subcontractor employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, or otherwise handle personally identifiable information, or (3) design, develop, maintain, or operate a system of records.)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE U.S. (Applies to performance outside the United States in an area of combat operations, as designed by the by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State.)
- 52.227-9 REFUND FOR ROYALTIES (Applies when reported royalty exceeds \$250. Substitute “Buyer” for “Government” or “United States” except for the first two times “Government” appears in paragraph (d). Substitute “Buyer” for “Contracting Officer” throughout this clause.)
- 52.227-10 FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER. (Applies if the work or any patent application may cover classified subject matter.)
- 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (Applies if this Subcontract includes, at any tier, experimental, developmental, or research work and Seller is a small business concern or nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Subcontract. If no agency is identified, contact the Buyer Procurement Representative identified on the face of this Subcontract. FAR 52.227-13 applies in lieu of this clause if Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)
- 52.227-13 PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (Applies if this Subcontract is for experimental, developmental or research work and Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted. If not otherwise included in this Subcontract, the name and address of the contracting officer may be obtained from Buyer’s authorized representative.)
- 52.227-14 RIGHTS IN DATA – GENERAL (Does not apply if DFARS 252.227-7013 applies; certain other exceptions apply – e.g., work is to be performed outside the U.S.)
- 52.228-5 INSURANCE – WORK ON GOVERNMENT INSTALLATION (Applies if this Subcontract involves work on a Government installation. Substitute “Buyer” for “Contracting Officer”, throughout this clause. Insert “or Buyer” after “Government” in paragraph (b). Unless otherwise specified by this Subcontract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)
- 52.232-1 PAYMENTS
- 52.232-2 PAYMENTS UNDER FIXED PRICE RESEARCH AND DEVELOPMENT CONTRACTS
- 52.232-11 EXTRAS (Substitute “Buyer” for “Contracting Officer.”)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS . (Applies if Seller is a small business concern. Substitute “Buyer” for “Government” throughout this clause. This clause does not apply if Buyer does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

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- 52.233-3 PROTEST AFTER AWARD – ALTERNATE I
- 52.233-3 PROTEST AFTER AWARD. (In the event Buyer’s customer directs Buyer to stop performance of the work under the prime contract under which this subcontract is used, Buyer may, by written order to Seller, direct Seller to stop performance of the work called for by this subcontract. Substitute “Buyer” for “Government” except for the first time “Government” appears in paragraph (f) and add after “33.104(h)(1)” the following: “and recovers those costs from Buyer.”)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III. (Applies for Industrial Resources Developed under Title III, Defense Production Act, in all contracts for major systems and items of supply.)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (Substitute “Buyer” for “Contracting Officer” throughout this clause. Insert “or Buyer” after “Government the second time “Government” appears in the clause.)
- 52.236-13 ACCIDENT PREVENTION. (Applies when a fixed price construction contract or a fixed price dismantling, demolition, or removal of improvement contract is contemplated and the contract amounts are expected to exceed the simplified acquisition threshold. Alternate I - Applies if contract involves work of a long duration or hazardous nature. Government means “Government in (a)(1) and (2). Substitute “Buyer” for “Contracting Officer”.)
- 52.243-1 CHANGES-FIXED PRICE.
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.
- 52.245-1 GOVERNMENT PROPERTY ALTERNATE I (“Contracting Officer” means “Buyer” except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes “Buyer”. “Government” is unchanged in the phrases “Government property” and “Government furnished property” and where elsewhere used except in paragraph (d)(1) where it means “Buyer” and except in paragraphs (d)(2) and (g) where it includes “Buyer”. The following is added as paragraph (n) “Seller shall provide to Buyer immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller’s property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.”
- 52.245-9 USE AND CHARGES (“Government” means “Government” and/or “Buyer” except in the phrase “Government property”.)
- 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (“Government” means “Government and Buyer” the first time it appears in the first sentence of paragraph (b) and in the fourth sentence of paragraph (b). “Government” means “Government or Buyer” the first time it appears in paragraph (k). The provisions in this clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)
- 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (Substitute “Buyer” for “Government” except in paragraphs (b), (c), and (d) where you shall insert “and Buyer” after “Government”. The provisions in this clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.)
- 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE
- 52.247-63 PREFERENCE FOR U.S. – FLAG AIR CARRIERS
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS.

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- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) “Government” means Government in Paragraph (m).
- 52.249-8 DEFAULT (FIXED –PRICE SUPPLY AND SERVICE) (“Government” means Government in paragraph (c) and “Government” in paragraph (e) means “Government or Buyer”).

ORDERS EXCEEDING \$3,500 INCLUDE:

- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Does not apply to commercial services that are part of the purchase of a commercial off-the-shelf (COTS) item or an item that would be a COTS item (but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item or construction. If Seller is an international contractor, this clause applies to this Order only if work under the Order will be performed in the United States or Seller is recruiting employees in the United States to work on the Order.)

ORDERS EXCEEDING \$10,000 ALSO INCLUDE:

- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER NATIONAL LABOR RELATIONS ACT (If Seller is an international supplier, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the Subcontract.)

ORDERS EXCEEDING \$15,000 ALSO INCLUDE:

- 52.225-1 BUY AMERICAN ACT SUPPLIES (Greater than the micro-purchase threshold but not exceeding \$50,000. Applies if the work contains other than domestic end products. Substitute “Buyer” for “Contracting Officer” the first time “Contracting Officer” is mentioned in paragraph (c).)

ORDERS EXCEEDING \$20,000 ALSO INCLUDE:

- 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIER, ARTICLES, AND EQUIPMENT
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (If Seller is an international supplier, this clause applies to this subcontract only if work under the Order will be performed in the United States or Seller is recruiting employees in the United States to work on the Order.)

ORDERS EXCEEDING \$40,000 ALSO INCLUDE:

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the Government’s System for Award Management.)

ORDERS EXCEEDING \$45,000 ALSO INCLUDE:

- 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (Copies of notices provided by Seller to the Contracting Officer shall be provided to Buyer.)

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ORDERS EXCEEDING \$50,000 BUT LESS THAN \$174,000 ALSO INCLUDE:

- 52.225-3 BUY AMERICAN – FREE TRADE AGREEMENT – ISRAELI TRADE ACT (VALUE IS \$50,000 OR MORE BUT LESS THAN \$174,000)
(ALERNATE I – RESERVED)
(ALTERNATE II VALUE IS \$50,000 OR MORE BUT LESS THAN \$100,000)
(ALTERNATE III VALUE IS \$100,000 OR MORE BUT LESS THAN \$102,280)

ORDERS EXCEEDING \$174,000 ALSO INCLUDE:

- 52.225-5 TRADE AGREEMENTS (Applies if the work contains other than U.S. made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

ORDERS EXCEEDING \$200,000 ALSO INCLUDE

- 52.203-7 ANTI-KICKBACK PROCEDURES (Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- 52.222-4 CONTRACTOR WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (Applies if the Subcontract may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. In Seller is an international contractor, this clause applies to this Order only if work under the Order will be performed in the United States or Seller is recruiting employees in the United States to work on the Order.)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (“Contracting Officer” means Contracting Officer or the prime contract under which this Order was issued and “Government” does not mean Buyer. If Seller is an international supplier, this clause applies to this subcontract only if work under the Order will be performed in the United States or Seller is recruiting employees in the United States to work on the Order.)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (If Seller is an international supplier, this clause applies to this Order only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the Order.)

ORDERS EXCEEDING \$350,000 ALSO INCLUDE:

- 52.202-1 DEFINITIONS
- 52.203-3 GRATUITIES
- 52.203-5 COVENANT AGAINST CONTINGENT FEES
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVER OF FUNDS FOR ILLEGAL OR IMPROPER (This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.)

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- 52.203-10 ACTIVITY PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.)
- 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (“Contracting Officer” means Contracting Officer and Government does not mean Buyer.)
- 52.215-14 INTEGRITY OF UNIT PRICES (Delete paragraph (b) of this clause.)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this subcontract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data. Insert “or Buyer” after “Government” throughout this clause. Insert “and Buyer” after “Contracting Officer” throughout the clause.)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (If Seller is an international supplier, this clause applies to this Order only if work under the Order will be performed in the United States or Seller is recruiting employees in the United States to work on the Order.)
- 52.232-17 INTEREST
- 52.244-5 COMPETITION IN SUBCONTRACTING
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (“Government” means Government or Buyer in paragraph (d).)
- 52.248-1 VALUE ENGINEERING (Substitute “Buyer” for “Government” through this clause except in paragraph (c)(5), where insert “or Buyer” after “Government” and insert “or Buyer” after Government, and where “Government” precedes “cost” throughout. Substitute “Buyer” for “Contracting Officer”. In paragraph (m) “Government is unchanged.” Also, “Government” does not mean “Buyer” in the phrase “Government costs”).)

ORDERS EXCEEDING \$900,000 ALSO INCLUDE:

- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Does not apply if the Seller is a small business concern. If Seller is an international contractor, this clause applies to this subcontract only if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract. Substitute “Buyer” for “Contracting Officer” in paragraph (c).)

ORDERS EXCEEDING \$2,500,000 ALSO INCLUDE:

- 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA . (If Buyer is subjected to any liability as the result of Seller’s or its lower-tier subcontractor’s submission and certification of defective cost or pricing data as set forth in subparagraphs (a) (1) or (2) of this clause, or their furnishing of data of any description that is inaccurate as set forth in subparagraph (a) (3) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding profit) resulting from such failure.)
- 52.215-11 PRICEREDUCTION FOR DEFECTIVE D EFFECTIVE COST OR PRICING DATA – MODIFICATIONS (If Buyer is subjected to any liability as the result of Seller’s or its lower-tier subcontractors’ submission and certification for defective cost or pricing data as set forth in subparagraphs (b) (1) or (2) of this clause, or their furnishing of data of any description that is inaccurate as set forth in subparagraphs (b) (3) of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (excluding profit) resulting from such failure.)

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- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if this subcontract meets the applicability requirements of FAR 15.408(g). Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer.)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (Applies if this subcontract meets the applicability requirements of FAR 15.408(j). Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer.)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (Applies if this subcontract meets the applicability requirements of FAR 15.408(k). Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer.)
- 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this subcontract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data Paragraph (c) Reporting “Contracting Officer” means “Buyer”.)

ORDERS EXCEEDING \$7,500,000 ALSO INCLUDE:

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if Order exceeds the threshold specified in FAR 3.1004(a) on the date of award and a performance is greater than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (If Seller is an international contractor, this clause applies to this subcontract on if work under the subcontract will be performed in the United States or Seller is recruiting employees in the United States to work on the subcontract.)

16. DFAR CLAUSES APPLICABLE HERETO

The following clauses set forth in the Defense Federal Acquisition Regulation Supplement (DFAR), as amended and modified below, are applicable to this Order. Without limiting the Order provisions, these DFAR clauses are incorporated by reference into this Order with the same force and effect as though set forth in full text. The complete text of any clause referenced may be obtained from the Buyer. The dates of these DFARS clauses incorporated by reference are the same as the corresponding clause in EVC’s prime contract or higher-tier subcontract under which this order is placed. However, statutory acquisition-related dollar thresholds referenced in any clause shall be applied using the value in effect at the time of this subcontract award, as adjusted for inflation in accordance with FAR 1.109. Other clauses as may be required will be identified on the face of this Order, either by incorporation or by attachment thereto.

- 252.203-7001 PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES (Applies if this subcontract exceeds the simplified acquisition threshold. Terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in Subparagraphs (2) and (3) are available to Buyer not the Government. In paragraph (f), communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through Buyer.)
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

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252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (Applies when FAR 52.203-13 applies to this Order)
252.203-7004	DISPLAY OF HOTLINE POSTERS (Applies in lieu of FAR 52.203-14.)
252.204-7000	DISCLOSURE OF INFORMATION
252.204-7009	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Order involves services that include support for the Government's activities related to Safeguarding Covered Defense Information and Cyber Incident Reporting.)
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.204-7014	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if this subcontract requires the work to contain unique item identification. In paragraphs (c), (d), (e), and (f) "Contractor" shall mean "Subcontractor;" all reports required to be submitted under this clause shall be submitted to "Buyer" at a location to be provided; delete paragraph (g) and replace with: (g) Lower-tier Subcontracts. Seller shall include this clause, including this paragraph (g), in all lower tier subcontracts issued under this Subcontract for acquisition of components identified herein as requiring unique item identification.)
252.216-7009	ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING
252.217-7003	CHANGES
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (Applies if FAR 52.219-9 applies to this subcontract. Delete paragraph (g).)
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)
252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL
252.223-7001	HAZARD WARNING LABELS (Applies if this subcontract requires the delivery of hazardous materials.)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (Applies in all subcontracts that require, may require, or permit a subcontractor to a DoD installation, at any tier.)
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (Substitute "Buyer" for "Contracting Officer" throughout this clause. Applies in all subcontracts, including subcontracts for commercial items, that are for supplies, maintenance and repair services, or construction materials.)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (Applies if the work contains other than domestic components. Applies in lieu of FAR 52.225-1.)
252.225-7006	ACQUISITION OF THE AMERICAN FLAG (DEC 2022)

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- 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies for all subcontracts for items covered by the United States Munitions List or the 600 series of the Commerce Control List.)
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies for commercial items, that exceed the simplified acquisition threshold and are for items or components containing specialty metals. Paragraph (d) and subparagraph (e)1 are deleted.)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applies in solicitations and contracts, including solicitations and contracts using FAR Part 12 procedures for the acquisition of commercial products and services.)
- 252.225-7013 DUTY-FREE ENTRY (Applies in lieu of FAR 52.225-8; if the prime contract number and identity of the Contracting Officer is not available, contact Buyer.)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if work supplied under this subcontract contains ball or roller bearings. Substitute “Buyer” for “Government” in subparagraph (a)(2).)
- 252.225-7021 TRADE AGREEMENTS (Applies if the work contains other than U.S. made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL
- 252.225-7035 BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE
- 252.225-7036 BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM
- 252.225-7043 ANTI-TERRORISM / FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applies where Seller will be performing or traveling outside the U.S. under this subcontract.)
- 252.225-7048 EXPORT CONTROLLED ITEMS
- 252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE’S REPUBLIC OF CHINA (Applies to any DOD contracts or subcontracts with a value in excess of \$5 million, not including contracts for commercial products and commercial services.)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, THE INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this subcontract exceeds \$500,000. Substitute “Buyer” for “Contracting Officer” in paragraph (c) the first time “Contracting Officer” appears. In subparagraph (f)(1) “Contractor” shall mean “Buyer”. Buyer shall have no liability to Seller for an incentive payment under this clause unless and until the Government provides an incentive payment to Buyer.)
- 252.227-7013 RIGHTS IN TECHNICAL DATA – OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Applies in lieu of 52.227-14.)
- 252.227-7014 RIGHTS IN OTHER THAN COMMERCIAL COMPUTER SOFTWARE AND OTHER THAN COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
- 252.227-7015 TECHNICAL DATA – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Applies whenever any technical data related to commercial products and commercial services developed in any part at private expense will be provided under this order for delivery to the Government.)

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252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7018	RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE – SMALL BUSINESS INNOVATION RESEARCH PROGRAM AND SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (Applies to orders where computer software will be furnished to the Government.)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT (Substitute “Buyer” for “Government” in paragraph (a). Insert “or Buyer” after “Government” in paragraph (b).)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.227-7038	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies if (1) Seller is not small business or nonprofit and (2) the subcontract is for experimental, developmental, or research work. Applies in lieu of FAR 52.227-11.)
252.229-7011	REPORTING OF FOREIGN TAXES – U.S. ASSISTANCE PROGRAMS (Applies in contracts funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act. Applies in all subcontracts for commodities that exceed \$500.)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES
252.239-7010	CLOUD COMPUTING SERVICES (Applies if order involves or may involve cloud services, including subcontracts for commercial services.)
252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applies to all orders when performance of a contract requires secure telecommunications.)
252.239-7018	SUPPLY CHAIN RISK (Applies in solicitations and contracts using FAR Part 12 procedures for the acquisition of commercial products and commercial services, for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301. Insert “or Buyer” after “Government throughout this clause.)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS
252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Seller shall provide notifications to Buyer and the ACO and the PCO identified to Seller.)
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Paragraphs (a) through (e) apply.)
252.246-7008	SOURCE OF ELECTRONIC PARTS (Applies to Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS. Does not apply to original equipment manufacturers.)

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- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Applies in lieu of FAR 52.247-64 in all subcontracts for ocean transportation of supplies. In the first sentence of paragraph (h), insert a period after “Contractor” and delete the balance of the sentence. Paragraph (g) and (h) shall not apply if this subcontract is at or below the simplified acquisition threshold. Substitute “Buyer” for “Government” in paragraph (h).)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if this subcontract exceeds \$700,000 and requiring each subcontractor provide notice of its subcontractor for subcontracts valued greater than \$150,000. Substitute “Buyer” for “Contracting Officer” throughout this clause. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)