LUNA INNOVATIONS INCORPORATED
PURCHASE ORDER TERMS AND CONDITIONS

1. Entire Agreement. These Purchase Order Terms and Conditions (these "Terms"), together with the information reflected on the PO to which these Terms are attached (the "PO"), are express conditions of sale and (i) constitute the entire and exclusive agreement and understanding between Luna Innovations Incorporated, or its affiliate named on the face of the PO (as applicable, "Luna"), and the counterparty named on the PO ("Seller") with respect to the purchase and sale of goods, including, without limitation, raw materials, components, intermediate assemblies, tools and end products ("Goods") and/or any item other than Goods, including, without limitation, services (the "Services" and, together with the Goods, the "Deliverables") contemplated hereby (collectively, the "Agreement"), and (ii) expressly supersede any and all other oral or written understandings, agreements or communications relating to the subject matter hereof. In all communications, Luna and Seller may employ their standard forms, but nothing in such forms, whether delivered prior to or after the date of the Agreement, will be construed to modify or amend the terms and conditions of the Agreement. In the event of any conflict between the terms and conditions of the Agreement and those set forth in any standard forms, the terms and conditions of the Agreement shall control. Within a reasonable time, but in any event within two (2) business days from the date appearing on the PO, Seller shall expressly acknowledge its acceptance of the PO by counter-signing the PO and returning the counter-signed PO to Luna. Notwithstanding the foregoing, Seller shall be deemed to have accepted the PO if it fails to expressly reject the PO within the aforementioned two-day period, by commencing performance, or by acting in any other way that a reasonable person would consider the PO accepted; provided, however, any such deemed acceptance shall not relieve Seller of its obligation to return the counter-signed PO to Luna.

2. Price; Invoice; Payment Terms.
The price for any Deliverables shall be as set forth on the PO. All prices are firm. Such prices constitute the full and complete compensation for all Deliverables, including, without limitation, all profits, labor, supervision, materials, overhead and other costs and amounts associated with the procurement, sale and delivery of the Deliverables, including all fees, duties, tariffs, and excise, value added, privilege or other similar taxes (collectively, "Taxes"), but exclusive of any sales and use tax that may be applicable upon the sale of the Deliverables to Luna. Notwithstanding the foregoing, in Luna's sole discretion and upon notice from Luna to Seller, any Taxes that are recoverable by Luna will not be included in Seller's price but will be separately identified on Seller's invoice in accordance with applicable rules so as to allow Luna to reclaim such Taxes from the appropriate government authority. If Luna is required by applicable laws, rules or regulations to withhold any Taxes for which Seller is responsible, Luna will deduct the same from payment to Seller and provide to Seller a receipt in Seller's name. Unless otherwise provided in the PO, each month, Seller shall submit an invoice to Luna requesting payment for the Services rendered and Goods delivered during the previous month. Each invoice must be accompanied by all required documentation necessary to support all charges. Any Taxes, and all rebates and discounts applied, must be identified separately on the invoice. Charges for Services must be stated separately from any charges for Goods. Any invoice submitted to Luna in an improper format or without the required documentation will be returned unpaid to Seller for correction and resubmission. Unless otherwise stated on the face of the PO, payment terms are net sixty (60) calendar days from the end of the month when an undisputed invoice is received by Luna. Luna shall be entitled, at all times and from time to time, to set off any amount owing from Seller to Luna or any of its affiliated companies against any amount payable at any time by Luna to Seller.

3. Changes. At any time and from time to time, upon notice to Seller, Luna shall have the right to modify the quantities, specifications and/or delivery schedule of the PO. Any such change which has a material impact on the price or delivery schedule shall entitle either Seller or Luna to an equitable adjustment; provided, however, no increase in the price, delay of delivery schedule or other change detrimental to Luna will be enforceable against Luna unless Luna expressly consents to the same in a signed writing. Information, such as technical direction or guidance, provided to Seller by representatives of Luna in connection with the Seller's performance of the PO, shall not be construed either as a change within the meaning of this Section 3 or as direction to proceed outside the scope of the PO. If Seller believes that the actions or inactions of any of Luna's representatives, including, without limitation, any suspension or modification of the PO by Luna, entitles Seller to adjust the delivery schedule, the price or any other term or condition of the Agreement and/or the PO, Seller shall immediately notify Luna in a signed writing, but in any event within five (5) business days, of the applicable action or inaction. In support of the claim for adjustment, Seller shall provide a written statement describing the general nature of the requested adjustment, including, without limitation, the details of the adjustment, and a complete list of items, materials and processes affected, as well as a fully supported proposal with the total dollar amount of, and/or period of time extension for, the requested adjustment. Nothing in this Section 3, including, without limitation, any disagreement with Luna as to the appropriateness of any Seller-proposed adjustment, shall excuse Seller from performing under the PO, as changed by Luna.

4. Shipment; Delivery; Title and Risk of Loss. Time is of the essence with respect to the Agreement. If Seller for any reason anticipates difficulty in complying with a required delivery date or in meeting any of the other requirements of the Agreement, Seller shall immediately notify Luna. Furthermore, if Seller does not strictly comply with the PO's delivery schedule, without limiting Luna's other remedies, Luna may (i) require delivery by the fastest method available at Seller's cost and expense, and (ii) collect from the Seller any and all liquidated damages assessed against Luna as a result of Seller's non-compliance as well as any other damages that are incidental to, or a consequence of, the Seller's delayed delivery. Goods delivered to Luna in advance of the delivery schedule may be returned to Seller at Seller's expense. If Luna chooses not to return Goods delivered in advance of the delivery schedule, time for payment shall be based on delivery dates set forth in the PO. Unless otherwise stated on the face of the PO, all Goods shall be delivered DDP (Luna's designated facility) Incoterms 2020, as such facility is specified in the PO. Title and risk of loss with respect to each shipment of Goods shall pass from Seller to Luna upon delivery. Seller shall be responsible for damage to Goods until risk of loss transfers to Luna in accordance with the applicable Incoterm. No charges will be allowed for boxing, wrapping, crating, or cartage unless so specified in the PO. Luna reserves the right to charge Seller for any excess transportation costs resulting from failure to comply with shipping instructions. Seller shall prepare, package, and/or crate all Goods in accordance with the best industry practices and to prevent damage or deterioration during loading, handling, shipment, unloading, and storage and in a manner suitable for the method of shipment used. Seller shall ensure all Goods are packaged in compliance with all applicable laws and regulations. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the PO number, product number and dates of shipment.

5. General Representations and Warranties.
a. Seller represents and warrants to Luna that that all Deliverables will (i) be free and clear of all liens, security interests and/or other encumbrances, their title good, and their transfer rightful, (ii) be of merchantable quality, fit for the particular purposes for which they are purchased, and not infringe or otherwise violate any third-party intellectual property right, (iii) be free from all defects in design, materials and workmanship, (iv) be provided in strict accordance with specifications, samples, drawings, designs and other requirements (including performance specifications) provided, approved or adopted by Luna (collectively, the "Specifications"), and (v) not contain any software routine, code or instruction, hardware component or combination thereof, including, without limitation, components that are commonly referred to as "viruses," "back doors," "time bombs," "Trojan Horses," "worms" or "drop dead devices," which is/are designed to permit unauthorized access to Luna's network or systems, or disable, delete, modify, damage or erase software, hardware or data.
b. "Serial Defect" means the occurrence of a failure, defect or nonconformity ("Defect") with respect to, occurring in or involving five percent (5%) or more of the units at a project site, provided that all of such Defects have the same or similar failure mode or root cause. If, during the warranty periods, Luna believes that a Serial Defect exists, then Luna will notify Seller. Within two (2) business days after such notice, Seller shall commence a comprehensive, systematic investigation and technical evaluation to determine the root cause of the suspected Serial Defect ("Root Cause Analysis"), and shall complete the same and submit a detailed written report thereof to Luna within seven (7) days after such commencement (unless a longer period is agreed between the parties). As needed, Seller shall cause its sub-suppliers and other relevant third parties to participate in or undertake the Root Cause Analysis in whole or in part. Luna shall have the right to review the Root Cause Analysis, and if Luna reasonably objects to its methods, content or conclusions, Seller shall promptly reexamine and reperform the Root Cause Analysis, as applicable, and resubmit the written report to address such objections. If there remains a dispute as to the methods, content or conclusions of the Root Cause Analysis, or as to whether a Serial Defect exists, then the dispute shall be conclusively resolved by an independent engineer selected by Luna in consultation with Seller. If a Serial Defect is confirmed by the Root Cause Analysis or the independent engineer, then (i) Seller shall present a cure plan to Luna within two (2) business days after such confirmation, and (ii) after Luna's concurrence with such plan, Seller shall, within ten (10) days (unless a longer period is agreed between the parties), redesign (if applicable) and repair, retrofit or replace (a) all units or components thereof that have caused or exhibited the Defect ("Symptomatic Deliverables"), and (b) all other units or components thereof (at every project site, regardless of whether purchased under the same purchase order) that are identical or similar to such Symptomatic Deliverables, notwithstanding that such other units or components may not have caused or exhibited any Defect; all such that the current Defects are completely corrected or eliminated and future Defects are prevented or avoided. All costs of the Root Cause Analysis and the redesign, repair, retrofit and replacement, whether incurred by Seller, Luna, Luna's customer, or otherwise, shall be for Seller's account, including, without limitation, costs of materials, labor, storage, shipping, transportation, deinstallation, decontamination and reinstallation.

6. Services Specific Representations and Warranties. Without limiting the generality of the representations and warranties contained in Section 5 above or elsewhere in the Agreement, in connection with any Services, Seller hereby represents, warrants and covenants, as applicable, as follows: (i) the Agreement is a contract for the provision of Deliverables and is not intended to be one of hiring under the provisions of any workers' compensation or other laws and will not be so construed; (ii) all employees or

other laborers that Seller hires or deploys to render the Services (each, an "Assigned Employee" and collectively, the "Assigned Employees") are Seller's employees for all purposes and will not be deemed to be Luna's employees for any purpose, (iii) Seller shall, as the common law employer of Assigned Employees, be responsible for the following: (a) pay Assigned Employees' wages and provide them with benefits as required by applicable law; (b) pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees; (c) if Assigned Employees are assigned to Luna on a regular basis, require Assigned Employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Luna; and (d) require Assigned Employees to sign confidentiality agreements, providing at least the level of protections contemplated by Section 10 below, before they render any Services to Luna; (iv) Seller shall comply with federal, state and local labor and employment laws applicable to Assigned Employees, including, without limitation, the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act (ERISA); the Health Insurance Portability and Accountability Act (HIPAA); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in Section 9 below, the Patient Protection and Affordable Care Act ("ACA"); (v) Seller shall comply with all provisions of the ACA applicable to Assigned Employees, including, without limitation, the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations; (vi) Seller shall comply with (and ensure that its agents, employees and Assigned Employees comply with), Luna's Integrity Commitment, a copy of which has been provided to Seller, as the same may be updated or amended from time to time; and (vii) in addition to Seller's duties and responsibilities set forth elsewhere in the Agreement, Seller, as the common law employer of Assigned Employees, has the right (a) to physically inspect the work site and work processes; (b) to review and address, unilaterally or in coordination with Luna, Assigned Employees' work performance issues; and (c) to enforce Seller's employment policies relating to Assigned Employee conduct at the worksite. Notwithstanding anything to the contrary contained herein, Luna shall not share or codetermine matters governing the essential terms and conditions of Assigned Employees' employment by or with Seller.

7. Inspection, Rejection and Revocation of Acceptance. All Deliverables shall be subject to inspection and test by Luna, its affiliates, its or their relevant customers and/or its or their representatives (each, an "Inspector") at all times and places, including locations where the Deliverables are created or performed, whether they are at the premises of Seller, Seller's subcontractors or elsewhere, and in any event prior to acceptance by Luna and without additional charge. In connection with any such inspection or testing activities, Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the Inspectors; and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the Inspectors while they are present on such premises, including, where requested by an Inspector for safety-related concerns, stop all activities immediately. If specific Inspector approvals, tests, inspection and/or witness points are included in the PO, the Deliverables shall not be shipped/rendered without the relevant Inspector's release or a signed written waiver is issued by Luna. Seller shall notify Luna in writing at least thirty (30) calendar days prior to each of Seller's scheduled final and, if applicable, intermediate test/inspection/witness points. An Inspector's inspection, approval or failure to inspect, accept, reject or detect defects by test/inspection/witness point or audit shall neither relieve Seller from responsibility for such Deliverables that are not in strict accordance with the Agreement and/or the PO requirements, nor impose liabilities on Luna and/or its affiliates. Seller shall provide and maintain an inspection and process control system acceptable to Luna covering the Deliverables. Records of all inspection work shall be kept by Seller complete and available to Luna during the performance of the PO and for such longer periods as may be required by Luna. If any of the Deliverables are found at any time to be defective, or otherwise not in strict compliance with the requirements of the Agreement and the PO, including, without limitation, the Specifications, Luna, in addition to any other rights and remedies it may have under the Agreement, at law and/or in equity, at its option and sole discretion may: (i) reject (or revoke acceptance) and return such Deliverables to Seller at Seller's expense; (ii) require Seller to immediately test, repair, replace and/or reperform, as applicable, any non-conforming Deliverables to Luna's satisfaction; and/or (iii) require Seller to immediately refund to Luna the fully landed costs associated with such non-conforming Deliverables, including, without limitation, the price paid to Seller and any transportation expenses incurred by Luna.

8. Luna Property. All tools, equipment, materials, drawings, computer programs, or other documented data of every description furnished to Seller by Luna (or paid for by Luna), and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the property of Luna. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of Luna Innovations Incorporated" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Luna's property and shall not use Luna's property except in fulfilling its obligations under the PO. At any time Luna's property is in Seller's custody or control, Seller shall be liable to Luna for any risk of loss, shall insure such property for its full replacement value, and shall obtain an endorsement to such policy naming Luna as the sole loss payee. Upon request, Seller shall, at its cost, return all Luna property to Luna in the same condition as originally received by Seller, reasonable wear and tear excepted.

9. Compliance with Law; Certificates; No Discrimination; Conflict Minerals. In connection with the Agreement, Seller shall strictly comply with all applicable laws, codes, rules, regulations, orders and ordinances, including, without limitation, trade, import/export, conflict mineral, environmental protection, chemical, energy, hazardous substance, consumer, safety, health, anti-competition, anti-bribery, employment/labor laws and regulations and applicable industry codes and standards. In addition, Seller will obtain and maintain in good standing all governmental licenses, permits and approvals necessary for the performance of Seller's obligations under the Agreement. Unless otherwise expressly agreed in a signed writing, Goods and other materials sold or otherwise transferred to Luna hereunder shall not contain arsenic, asbestos, benzene, carbon tetrachloride, 4.4'-methylene-bis (2-chloroaniline) (MBOCA), 2-nitropropane, perchloroethylene, or any known human carcinogen. Without limiting the generality of Seller's obligation under this Section 9, Seller must not discriminate or permit discrimination against any person or group on the basis of race, color, religion, gender/sex, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, citizenship, status as a covered veteran, pregnancy, childbirth, or related medical conditions including lactation, or any other protected status in accordance with applicable federal, state and local laws. In this Section 9, "contractor" refers to Luna and "subcontractor" refers to Seller. If applicable: (1) This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, gender/sex, sexual orientation, gender identity, national origin, age, genetic information, marital status, citizenship, pregnancy, or related medical conditions including lactation, or any other protected status in accordance with applicable federal, state and local laws. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and not to discriminate on the basis of race, color, religion, gender/sex, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, citizenship, status as a covered veteran, pregnancy, childbirth, or related medical conditions including lactation, or any other protected status in accordance with applicable federal, state and local laws. (2) This contractor and subcontractor shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A. Seller shall disclose any Conflict Minerals (as defined below) included in the products, components, or materials supplied, manufactured or contracted to be manufactured by Seller for Luna under the Agreement. The term "Conflict Minerals" shall have the meaning ascribed to it under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, meaning wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. Such information will be disclosed to Luna using the Conflict Minerals Reporting Template developed by the Electronic Industry Citizenship Coalition. The information will be submitted prior to the time of delivery Deliverables to Luna. Seller shall obtain Luna's prior written consent before providing any materials, components, or products to Luna that include Conflict Minerals that originated from the Democratic Republic of Congo ("DRC"), Angola, Burundi, Central African Republic, the Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda, or Zambia. Seller shall maintain effective accounting procedures, internal controls and audit procedures necessary to verify that any Conflict Minerals included in Deliverables provided to Luna did not originate from the DRC or the other nine countries, and to verify compliance with this Section. Luna shall be permitted to audit such records as reasonably necessary to confirm Seller's compliance with this Section. Seller shall indemnify and hold Luna harmless for all fines, penalties, expenses or other losses sustained by Luna as a result of Seller's breach of this Section. None of the Deliverables shall constitute counterfeit work or an unlawful or unauthorized reproduction, substitution, or alteration of items misrepresented as having been designed and/or produced under an approved system or other acceptable method. To the extent applicable, Seller agrees to, and shall, comply with those certain FAR and DFARS attached hereto as Exhibit I and incorporated herein by this reference.

10. Confidential Information. Any knowledge or information which Seller has disclosed or may hereafter disclose to Luna which in any way relates to the Deliverables shall not, unless otherwise specifically agreed to in a signed writing by Luna and then marked as "confidential" by Seller, be deemed to be confidential or proprietary information, and shall be acquired by Luna free from any restrictions as part of the consideration for the Agreement. As used herein, "Confidential Information" means any nonpublic information concerning or relating in any way to Luna or a Luna affiliate, including, without limitation, the content of the Agreement and all property or information furnished to or accessed by Seller in connection with the PO, including drawings, specifications, data, goods, names of Luna's customers, location of projects, or any other information not known to the public, and any information derived therefrom. Confidential Information may be owned by Luna or may be obtained or maintained by Luna through a grant of rights by a third party. Seller acknowledges that Confidential Information represents and contains valuable, special, secret and proprietary information that is required to be maintained in the strictest confidence. Seller covenants that it (i) will not directly or indirectly disseminate, disclose, divulge, release, or otherwise communicate to any person or entity, information of any kind relating in any way to Confidential Information, except to such of Seller's employees who are directly involved in administering the Seller's performance under the Agreement and whose knowledge of such information is essential for such purpose (collectively, "Representatives"), and (ii) will not use or allow the use by its Representatives of any of

the Confidential Information for any other purpose. The confidentiality obligations as set forth above shall survive for the longest period of time permissible under applicable law. Except as expressly contemplated above and with respect to Representatives, Seller shall not disclose Confidential Information to any third party, except as may be required under applicable laws, regulations, or court order, and, in such event, Seller will (a) immediately notify Luna of the perceived required disclosure, (b) consult with Luna on the advisability of taking steps to resist or narrow such disclosure, (c) furnish only that portion of the Confidential Information that is legally required, and (d) exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information. Seller shall return to Luna, at Luna's request, any and all originals, copies and/or derivations of Confidential Information which Seller and/or its Representatives may have, regardless of form or medium. Seller acknowledges and agrees that no license or any other right or interest of any kind or description is granted by the Agreement and/or by any disclosure of Confidential Information hereunder.

11. Indemnification. Seller shall indemnify, defend and hold Luna, its affiliated companies and subsidiaries, and such entities' respective officers, directors, shareholders, agents and employees, and such individuals' and entities' successors and assigns (collectively, the "Luna Parties"), harmless from and against any and all losses, costs, damages, fines, fees, claims, liabilities, lawsuits, arbitrations, penalties, expenses, settlement costs, and obligations of every kind and description (including, without limitation, reasonable attorneys' fees), contingent or otherwise, which are paid, incurred, suffered by or asserted against any of the Luna Parties, which arise out of or relate, directly or indirectly, to (i) the Agreement; (ii) any allegation or claim of violation by Seller or any sub-supplier of Seller of any applicable law or regulation; (iii) any allegation or claim that any of the Deliverables infringe upon the intellectual property rights of any person or entity; and (iv) the negligence, intentional act, or strict liability of Seller, its affiliates, agents and employees.

12. Suspension; Termination; Remedies. Luna may, at any time and from time to time, by notice to Seller (a "Suspension Notice"), suspend performance of all or any part of the PO for such time as it deems appropriate and, thereafter, Seller shall, unless otherwise directed by Luna (i) immediately suspend manufacturing of all Goods and the rendering of all Services; (ii) place no further sub-purchase orders or subcontracts for materials, services, or facilities; and (iii) protect all property in which Luna has or may acquire an interest. Upon Luna's request, Seller shall promptly deliver to Luna copies of outstanding sub-purchase orders and/or subcontracts for materials, equipment and/or services for the Deliverables implicated by the Suspension Notice and take such other action relative to such sub-purchase orders and subcontracts as Luna may direct. Luna may, at any time upon notice to Seller, withdraw all or any part of the Suspension Notice and, thereafter, Seller shall promptly resume performance. Any claims by Seller for an adjustment to the price, delivery schedule or other elements of the PO caused by a Suspension Notice shall be subject to strict compliance with Section 3. Upon notice to Seller, Luna may terminate all or any part of the PO (each, a "For Convenience Termination") and, thereafter, Seller shall immediately, unless otherwise directed by Luna (i) stop work on such terminated Deliverables; (ii) protect all property in which Luna has or may acquire an interest; and (iii) transfer title and make delivery to Luna of all Deliverables and, to the extent requested by Luna, all products, components, materials or other property held or acquired by Seller in connection with the terminated portion of the PO. Within thirty (30) days of the effective date of such For Convenience Termination, Seller shall submit a written termination proposal to Luna specifying the reasonable costs alleged to have been incurred as a direct result of the termination together with cost, pricing and other supporting documentation or data required by Luna and, thereafter, Luna shall review Seller's properly submitted termination proposal and determine an amount due to Seller. If the Parties cannot agree on an amount due to Seller based upon its properly submitted termination proposal, Luna shall pay any undisputed amounts to Seller and Seller shall have the right to proceed under the dispute resolution procedures set forth in the Agreement. Notwithstanding the foregoing, Luna's maximum liability for any Deliverables implicated by a For Convenience Termination shall be (i) the price for all Deliverables delivered or rendered in strict accordance with the Agreement prior to the effective date of such termination, plus (ii) the actual out of pocket costs for work in process incurred by Seller which are allocable to the terminated portion of the PO (but which shall not include any costs with respect to any items which are Seller's standard stock or that could be used by Seller for other projects or buyers without violating the Agreement). Notwithstanding anything in the Agreement to the contrary, in no event shall Seller be entitled to recover from Luna, on its own account or on behalf of any sub-supplier or subcontractor, any lost or anticipated profits, or any other incidental, indirect, special, punitive, treble or consequential damages, whether on account of any For Convenience Termination, an erroneous termination for default, or otherwise. Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Luna's delivery schedule. In the event Seller breaches any covenant, condition, or obligation of the Agreement and such breach remains uncured following ten (10) calendar days' notice thereof by Luna, Luna shall have the right, in addition to all other rights and remedies available under the Agreement, at law, or in equity, to terminate the Agreement (or any part thereof) by delivering notice of termination to Seller. Further, absent notice by Luna to the contrary, the Agreement shall automatically terminate upon the dissolution, termination of existence, insolvency or bankruptcy of Seller, including, without limitation, the voluntary or involuntary filing by or against Seller of a petition under any federal or state law or regulation relating to bankruptcy, insolvency or reorganizations, or the making by Seller of an assignment for the benefit of its creditors. Following any termination under this Section 12, Seller shall immediately transfer title and make delivery to Luna of all completed Deliverables and, to the extent requested by Luna, all products, components, materials or other property held or acquired by Seller in connection with the Agreement that is implicated by the termination.

13. Intellectual Property. Seller hereby absolutely and irrevocably grants, assigns and conveys exclusively to Luna all worldwide right, title and interest in and to any and all materials, including, without limitation, sketches, drawings, computer code, formulae, programs, processes, algorithms, ideas, inventions, specifications, works of authorship and/or other miscellaneous information and documentation in any form or medium, together with any and all intermediate and partial versions and derivations thereof, which are conceived, reduced to practice, authored, developed and/or delivered by Seller in connection with Seller's performance of its obligations under the Agreement (collectively, "Works Made For Hire"). All right, title and interest in and to copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, know-how, techniques, inventions, processes, or works of authorship embodied in such Works Made For Hire shall belong exclusively to Luna, and Seller shall provide Luna, in a prompt and timely manner, with full disclosure of all Works Made For Hire created pursuant to the Agreement. Seller further acknowledges that, to the extent applicable, the Works Made For Hire shall be deemed to be "work made for hire" under United States copyright law. Seller covenants to do, and that it will require its Representatives to do all things and execute all documents as Luna may reasonably require to vest in Luna or its nominees the rights referred to herein.

14. Records; Record Retention; Audit Rights. Seller shall maintain all records, books, logs, correspondence, instructions, receipts, memoranda, and similar data relating to the Deliverables (collectively, "Records"), for a period of three (3) years after Luna's payment for such Deliverables, or longer if required by law. Upon reasonable advance notice, Luna shall be granted access to all Records. In the event that, as a result of Luna's audit, inspection or examination of Records (each, an "Audit"), Luna (including its Inspectors) uncovers an overpayment by Luna to Seller equal to or greater than five percent (5%) of the total compensation paid to Seller during the period being audited, Seller shall reimburse Luna for (i) the amount of the overpayment, and (ii) Luna's out-of-pocket expenses associated with the relevant Audit.

15. Insurance. During the term of the Agreement, Seller shall obtain and maintain, with one or more carriers with an A.M. Best's rating of A- or higher, at Seller's sole expense, insurance policies providing sufficient coverage and limits to cover the liabilities assumed under the Agreement. Without limiting the generality of the foregoing or Seller's liability under the Agreement, during the term of the Agreement, Seller shall obtain and maintain the following insurance policies at the following minimum levels: (i) commercial general liability with no less than $1,000,000 combined single limit bodily injury and property damage per occurrence and a $2,000,000 aggregate limit, including coverage for products, completed operations and contractual liability; (ii) business automobile liability with no less than $1,000,000 per accident; and (iii) worker's compensation with coverage applicable under applicable law and with limits in accordance with statutory requirements and employer's liability coverage (i.e., coverage b), including occupational disease with a limit no less than $1,000,000 per accident. All policies, except workers' compensation, shall name Luna and its affiliated companies, subsidiaries and customers as "additional insureds" to the extent of Seller's liabilities under the Agreement. All policies shall provide a waiver of subrogation in favor of the Luna Parties. All policies provided by Seller shall be deemed as primary coverage with respect to any and all other insurance. Seller shall provide certificates of insurance to Luna prior to commencement of performance under the Agreement.

16. Notice. All notices, requests, demands, and other communications contemplated by the Agreement will be deemed to have been duly given (i) when delivered by hand, or (ii) one (1) business day (three (3) business days if the destination is international) after being placed for shipment with an internationally recognized overnight delivery service, including, without limitation, Federal Express, DHL, and UPS, shipping and handling prepaid, and addressed to the recipient party's address as set forth on the face of the PO.

17. Miscellaneous. Each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of the Agreement is determined to be unenforceable, such provision shall be deemed stricken but shall not invalidate the remaining terms hereof. All remedies set forth in the Agreement are cumulative and not exclusive. This Agreement may only be amended by a writing duly executed by the parties. Failure by Luna to enforce any right which it may have in any instance shall not be deemed to be a waiver of such right or of any right it may have in any other instance. Seller is an independent contractor for all purposes hereof. Nothing herein will be deemed to constitute a partnership, joint venture, employer-employee or joint employment relationship between the parties. Seller shall not assign its rights or delegate its obligations hereunder without the prior written consent of Luna. Except as expressly provided herein, the Agreement does not create any benefit or right in favor of any person or entity not a party hereto. The English-language version of the Agreement shall prevail over any translation into another language. This Agreement shall be governed in accordance with the laws of the State of Delaware, United States of America, without giving effect to any choice of law or conflict of law provisions or rules thereof. All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be conducted in Roanoke, Virginia. All arbitration proceedings shall be conducted in the English language. The award and any order of the arbitrators shall be in writing, in the English language, and shall be

final and binding on all parties to such arbitration, and judgment thereon may be entered in any court having jurisdiction thereof. Either party may seek a preliminary injunction or other injunctive relief if, in its judgment, such action is necessary to avoid irreparable harm, and nothing in this Section 17 is intended to limit the rights of either party to seek or any court to enter any lawful form of legal or equitable relief or any available provision of such relief ordered by the court. The cost of all arbitration proceedings (other than each party's own attorneys' fees and expert witness fees) shall be shared equally by the parties, provided any party that fails or refuses to submit to arbitration following a proper demand hereunder by the other party shall bear all costs and expenses incurred by such other party (including such other party's reasonable attorneys' fees and expenses) in compelling arbitration of any dispute. The arbitrators shall not have the authority or power to modify or alter any express condition or provision of the Agreement or to render an award which by its terms has the effect of altering or modifying any express condition or provision hereof, and the arbitrators shall not have authority to award punitive, liquidated or exemplary damages. Notwithstanding the foregoing, Luna shall have the right, in its sole discretion, to bring proceedings against Seller to enforce its rights under the Agreement, including, without limitation, for injunctive relief and the like, in any court where jurisdiction over Seller and the subject matter is proper. Seller shall pay to Luna, on demand, all costs and expenses incurred by Luna to enforce any of Luna's rights and remedies under the Agreement, including, without limitation, court costs and reasonable attorneys' fees and expenses, whether or not suit is filed hereon, or whether in connection with bankruptcy, insolvency or appeal. The provisions of the Agreement which by their terms or nature are intended to survive termination or expiration of the Agreement shall so survive. Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. Headings contained herein are inserted for convenience and will have no effect on the interpretation or construction hereof. The construction of the Agreement shall not take into consideration the party who drafted or whose representative drafted any portion of the Agreement, and no canon of construction shall be applied that resolves ambiguities against the drafter of a document. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. For the purposes of the Agreement, a PDF or other electronically conveyed signature shall be deemed an original.

INCORPORATION OF FAR AND DFARS CLAUSES

1) The Federal Acquisition Regulations (FARS) and Department of Defense Federal Acquisition Regulations (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply.

2) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

a. Substitute "LUNA" for "Government" or "United States" throughout this clause.
b. Substitute "LUNA BUYER" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
c. Insert "and LUNA" after "Government" throughout this clause.
d. Insert "or LUNA" after "Government" throughout this clause.
e. Communication with LUNA SPONSOR shall be through LUNA.
f. Insert "and LUNA" after "Contracting Officer", throughout the clause.
g. Insert "or LUNA BUYER" after "Contracting Officer", throughout the clause.

E) AMENDMENTS REQUIRED BY PRIME CONTRACT

1) SELLER agrees that upon the request of LUNA it will negotiate in good faith relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LUNA may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract (or) with the provisions of amendments to Prime Contract. If any amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this contract.

FAR 12.103 COMMERCIALLY AVAILABLE OFF-THE-SHELF (COTS) ITEMS (OCT 2022)
Commercially available off-the-shelf (COTS) items are defined in 2.101. Unless indicated otherwise, all of the policies that apply to commercial products also apply to COTS items. Section 12.505 lists the laws that are not applicable to COTS (in addition to 12.503 and 12.504).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (Applies if Contract exceeds $150,000.)

(a) *Definitions*. As used in this clause-
Agency means "*executive agency*" as defined in Federal Acquisition Regulation (FAR) 2.101.
Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.
(2) Making any Federal grant.
(3) Making any Federal loan.
(4) Entering into any cooperative agreement.
(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.
Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
Officer or employee of an agency includes the following individuals who are employed by an agency:
(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
(3) A special Government employee, as defined in section 202, Title 18, United States Code.
(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.
Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.
Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.
Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.
(b) *Prohibition*. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.
(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.
(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.
(c) *Exceptions*. The prohibition in paragraph (b) of this clause does not apply under the following conditions:
(1) *Agency and legislative liaison by Contractor employees*.
(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.
(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern-
(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or
(B) The application or adaptation of the person's products or services for an agency's use.
(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
(2) *Professional and technical services*.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).
(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.
(d) *Disclosure*.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.
(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.
(e) *Penalties*.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
(f) *Cost allowability*. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.
(g) *Subcontracts*.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.
(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.
(End of clause)

FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).
(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

FAR 52.204-21 BASIC SAFEQUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions*. As used in this clause—
Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.
Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
Safeguarding means measures or controls that are prescribed to protect information systems.
(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)
(a) *Definitions*. As used in this contract—
HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.
Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—
(1)
(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
(3) Service-disabled veteran, as used in this definition, means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—
(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.
Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contrac t or subcontract.
Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-
(1) Is at least 51 percent of which is owned and controlled (as defined at 13 CFR 124.105) by-
(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
Veteran-owned small business concern means a small business concern-
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
Women-owned small business concern means a small business concern-
(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
(c)
(1) A joint venture qualifies as a small business concern if—
(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or
(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)"; and
(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).
(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
(e)
(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if–
(i) The subcontractor is registered in SAM; and
(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
(a) *Definitions*. As used in this clause
Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
Segregated facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
(a) *Definition*. As used in this clause.
Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.
Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.
Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-
(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.
Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
United States, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
(b)
(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).
(c)
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-
(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(5)
(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-
(A) Incorporation into existing employee manuals or handbooks; and
(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.
(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(7) The Contractor shall comply with Executive Order11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(8) The Contractor shall furnish to the contracting agency all information required by Executive Order11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order11246, as amended, and rules and regulations that implement the Executive Order.
(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.
(End of clause)
Alternate I (Feb 1999). As prescribed in 22.810 (e), add the following as a preamble to the clause:
Notice: The following terms of this clause are waived for this contract: _____ *[Contracting Officer shall list terms]*.

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(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 Federal Acquisition Regulation (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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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.

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020)
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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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.

FAR 52.222-37 EMPLOYMENTS REPORT ON VETERANS (JUN 2020)
(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.
(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.
(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).
(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.
(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date-
(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C.4212.
(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).
(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.
(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
(b) This required employee notice, printed by the Department of Labor, may be-
(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;
(2) Provided by the Federal contracting agency if requested;
(3) Downloaded from the Office of Labor–Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or
(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.
(f) Subcontracts.
(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
(a) *Definitions*. As used in this clause-
Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.
Coercion means-
(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.
Commercial sex act means any sex act on account of which anything of value is given to or received by any person.
Commercially available off-the-shelf (COTS) item —
(1) Means any item of supply (including construction material) that is—
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;
(ii)Sold in substantial quantities in the commercial marketplace; and
(iii)Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2)Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.
Forced Labor means knowingly providing or obtaining the labor or services of a person-
(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
(3) By means of the abuse or threatened abuse of law or the legal process.
Involuntary servitude includes a condition of servitude induced by means of-
(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.
Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.
(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
(ii) Advertising
(iii) Obtaining permanent or temporary labor certification, including any associated fees;
(iv) Processing applications and petitions;
(v) Acquiring visas, including any associated fees;
(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
(xi) Transportation and subsistence costs-
(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
(B) From the airport or disembarkation point to the worksite;
(xii) Security deposits, bonds, and insurance; and
(xiii) Equipment charges.
(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
(i) Paid in property or money;
(ii) Deducted from wages;
(iii) Paid back in wage or benefit concessions;
(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
(A) Agents;
(B) Labor brokers;
(C) Recruiters;
(D) Staffing firms (including private employment and placement firms);
(E) Subsidiaries/affiliates of the employer;
(F) Any agent or employee of such entities; and
(G) Subcontractors at all tiers.
Severe forms of trafficking in persons means-
(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
United States means the 50 States, the District of Columbia, and outlying areas.
(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-
(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract;
(3) Use forced labor in the performance of the contract;
(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
(5)
(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
(6) Charge employees or potential employees recruitment fees;
(7)
(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-
(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
(A) Legally permitted to remain in the country of employment and who chooses to do so; or
(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
(c) *Contractor requirements*. The Contractor shall-
(1) Notify its employees and agents of-
(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
(d) *Notification.*
(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.
(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Declining to exercise available options under the contract;
(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(7) Suspension or debarment.
(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:
(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
(g) *Full cooperation*.

(1) The Contractor shall, at a minimum-
(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
(iii) Restrict the Contractor from-
(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that-
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $550,000.
(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
(i) To the size and complexity of the contract; and
(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:
(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.
(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.
(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
(ii) After having conducted due diligence, either-
(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
(ii) Has an estimated value that exceeds $550,000.
(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)
(a) Definitions. As used in this clause—
United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).
Worker –
(1)
(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–
(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);
(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and
(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.
(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
(2)
(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and
(ii) A worker performs *in connection* with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.
(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.
(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.
(3)
(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.
(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.
(c)
(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–
(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
(2) This clause does not apply to–
(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-
(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;
(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and
(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
(i) Name, address, and social security number;
(ii) The worker's occupation(s) or classification(s);
(iii) The rate or rates of wages paid;
(iv) The number of daily and weekly hours worked by each worker;
(v) Any deductions made; and
(vi) Total wages paid.
(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

FAR 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016)
) *Definition.* As used in this clause-
Area of combat operations means an area of operations designated as such by the Secretary of Defense when enhanced coordination of contractors performing private security functions working for Government agencies is required
Full cooperation–
(1) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete responses to Government auditors' and investigators' requests for documents and access to employees with information;
(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require–
(i) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and
(3) Does not restrict the Contractor from–
(i) Conducting an internal investigation; or
(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
Other significant military operations means activities, other than combat operations, as part of a contingency operation outside the United States that is carried out by United States Armed Forces in an uncontrolled or unpredictable high-threat environment where personnel performing security functions may be called upon to use deadly force.
Private security functions means activities engaged in by a Contractor, as follows:
(1) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the Contractor or subcontractor, or a third party.
(2) Any other activity for which personnel are required to carry weapons in the performance of their duties in accordance with the terms of this contract.
(b) *Applicability.* If this contract is performed both in a designated area and in an area that is not designated, the clause only applies to performance in the following designated areas-
(1) Combat operations, as designated by the Secretary of Defense; or

(2) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.
(c) Requirements. The Contractor is required to-
(1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with 32 CFR part 159, and with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for--
(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions;
(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;
(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions; and
(iv) Reporting incidents in which-
(A) A weapon is discharged by personnel performing private security functions;
(B) Personnel performing private security functions are attacked, killed, or injured;
(C) Persons are killed or injured or property is destroyed as a result of conduct by Contractor personnel;
(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or
(E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;
(2) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract are briefed on and understand their obligation to comply with-
(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by 32 CFR part 159, Private Security Contractors Operating in Contingency Operations;
(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;
(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command or relevant Chief of Mission relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and
(iv) Rules on the use of force issued by the applicable commander of a combatant command or relevant Chief of Mission for personnel performing private security functions; and
(3) Provide full cooperation with any Government-authorized investigation of incidents reported pursuant to paragraph (c)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions under this contract by providing-
(i) Access to employees performing private security functions; and
(ii) Relevant information in the possession of the Contractor regarding the incident concerned.
(d) Remedies. In addition to other remedies available to the Government-
(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor or subcontractor personnel performing private security functions who fail to comply with or violate applicable requirements of this clause or 32 CFR part 159. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract.
(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and considered in any responsibility determination or evaluation of past performance; and
(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.
(e) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor or subcontractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.
(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that will be performed outside the United States in areas of-
(1) Combat operations, as designated by the Secretary of Defense; or
(2) Other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.
(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)
(a) *Definitions.* As used in this clause—
Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.
Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(c)
(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
(iii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(viii) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(ix)
(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204-30.
(x) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(xi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(xii) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
(xiii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));
(xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).
(xv) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
(xvii)
(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).
(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
(xx)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (NOV 2021)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of1954 (46 U.S.C.App.1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are-
(1) Acquired for a U.S. Government agency account;
(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.
(c)
(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both-
(i) The Contracting Officer, and
(ii) The:
Office of Cargo Preference Maritime Administration (MAR-590) 400 Seventh Street, SW Washington DC 20590.
Subcontractor bills of lading shall be submitted through the Prime Contractor.
(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
(A) Sponsoring U.S. Government agency.
(B) Name of vessel.
(C) Vessel flag of registry.
(D) Date of loading.
(E) Port of loading.
(F) Port of final discharge.
(G) Description of commodity.
(H) Gross weight in pounds and cubic feet if available.
(I) Total ocean freight revenue in U.S. dollars.
(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
(e) The requirement in paragraph (a) does not apply to-
(1) Cargoes carried in vessels as required or authorized by law or treaty;
(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of1961 (22 U.S.C.2353);
(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and
(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless-
(i) This contract is-
(A) A contract or agreement for ocean transportation services; or
(B) A construction contract; or
(ii) The supplies being transported are-

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or
(B) Shipped in direct support of U.S. military-
(1) Contingency operations;
(2) Exercises; or
(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:
Office of Costs and Rates Maritime Administration 400 Seventh Street, SW Washington DC 20590 Phone: (202) 366-4610.
(End of clause)
Alternate I (Apr 2003). As prescribed in 47.507 (a)(2), substitute the following paragraphs (a) and (b) for paragraphs (a) and (b) of the basic clause:
(a) Except as provided in paragraphs (b) and (e) of this clause, the Contractor shall use privately owned U.S.-flag commercial vessels, and no others, in the ocean transportation of any supplies to be furnished under this contract.
(b) If such vessels are not available for timely shipment at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels, the Contractor shall notify the Contracting Officer and request (1) authorization to ship in foreign-flag vessels or (2) designation of available U.S.-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship the supplies in foreign-flag vessels, the contract price shall be equitably adjusted to reflect the difference in costs of shipping the supplies in privately owned U.S.-flag commercial vessels and in foreign-flag vessels.
Alternate II (Nov 2021) . As prescribed in 47.507 (a)(3), substitute the following paragraph (e) for paragraph (e) of the basic clause:
(e) The requirement in paragraph (a) does not apply to-
(1) Cargoes carried in vessels as required or authorized by law or treaty;
(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of1961 (22 U.S.C.2353); and
(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels.
(4) Subcontracts or purchase orders under this contract for the acquisition of commercial products or commercial services unless the supplies being transported are-
(i) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or
(ii) Shipments in direct support of U.S. military-
(A) Contingency operations;
(B) Exercises; or
(C) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations. (*Note*: This contract requires shipment of commercial products in direct support of U.S. military contingency operations, exercises, or forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) *Definitions*. As used in this clause—
"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.
"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.
"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.
"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.
"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.
"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—
(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.
"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.
"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.
"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.
"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.
''Operationally critical support'' means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.
"Rapidly report" means within 72 hours of discovery of any cyber incident.
"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013 , Rights in Technical Data—Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.
(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:
(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:
(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010 , Cloud Computing Services, of this contract.
(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.
(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:
(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at https://csrc.nist.gov/publications/sp800) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.
(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.
(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.
(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.
(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/documents-templates/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.
(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.
(c) *Cyber incident reporting requirement*.
(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—
(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and
(ii) Rapidly report cyber incidents to DoD at https://dibnet.dod.mil.
(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod.mil.
(3) *Medium assurance certificate requirement.*In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/.
(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.
(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
(f) *Access to additional information or equipment necessary for forensic analysis.*Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.
(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.
(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—
(1) To entities with missions that may be affected by such information;
(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
(3) To Government entities that conduct counterintelligence or law enforcement investigations;
(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009 , Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
(m) *Subcontracts*. The Contractor shall—
(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—
(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)
(a) *Definitions*. As used in this clause—
"600 series of the Commerce Control List" means the series of 5-character export control classification numbers (ECCNs) of the Commerce Control List of the Export Administration Regulations in 15 CFR part 774, supplement No. 1. that have a "6" as the third character. The 600 series constitutes the munitions and munitions-related ECCNs within the larger Commerce Control List. (See definition of "600 series" in 15 CFR 772.)
"Communist Chinese military company" means any entity, regardless of geographic location that is—
(1) A part of the commercial or defense industrial base of the People's Republic of China including a subsidiary or affiliate of such entity; or
(2) Owned or controlled by, or affiliated with, an element of the Government or armed forces of the People's Republic of China.
"Item" means—
(1) A USML defense article, as defined at 22 CFR 120.6;
(2) A USML defense service, as defined at 22 CFR 120.9; or
(3) A 600 series item, as defined at 15 CFR 772.1.
"United States Munitions List" means the munitions list of the International Traffic in Arms Regulation in 22 CFR part 121.
(b) Any items covered by the United States Munitions List or the 600 series of the Commerce Control List that are delivered under this contract may not be acquired, directly or indirectly, from a Communist Chinese military company.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts for items covered by the United States Munitions List or the 600 series of the Commerce Control List.

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019)
(a) *Definitions.* As used in this clause -
"Alloy" means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.
(i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).
(ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).
"Assembly" means an item forming a portion of a system or subsystem that—
(i) Can be provisioned and replaced as an entity; and
(ii) Incorporates multiple, replaceable parts.
"Commercial derivative military article" means an item acquired by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.
"Commercially available off-the-shelf item"—
(i) Means any item of supply that is -
(A) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in section 2.101 of the Federal Acquisition Regulation);
(B) Sold in substantial quantities in the commercial marketplace; and
(C) Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
"Component" means any item supplied to the Government as part of an end item or of another component.
"Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. The term does not include structural or mechanical parts of an assembly containing an electronic component, and does not include any high performance magnets that may be used in the electronic component.
"End item" means the final production product when assembled or completed and ready for delivery under a line item of this contract.
"High performance magnet" means a permanent magnet that obtains a majority of its magnetic properties from rare earth metals (such as samarium).
"Produce" means—
(i) Atomization;
(ii) Sputtering; or
(iii) Final consolidation of non-melt derived metal powders.
"Qualifying country" means any country listed in the definition of "Qualifying country" at 225.003 of the Defense Federal Acquisition Regulation Supplement (DFARS).
"Specialty metal" means—
(i) Steel—
(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;
(ii) Metal alloys consisting of—
(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or
(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;
(iii) Titanium and titanium alloys; or
(iv) Zirconium and zirconium alloys.
"Steel" means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.
"Subsystem" means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.
(b) *Restriction.*Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country.
(c) *Exceptions.*The restriction in paragraph (b) of this clause does not apply to—
(1) Electronic components.
(2)(i) Commercially available off-the-shelf (COTS) items, other than—
(A) Specialty metal mill products, such as bar, billet, slab, wire, plate, or sheet, that have not been incorporated into COTS end items, subsystems, assemblies, or components;
(B) Forgings or castings of specialty metals, unless the forgings or castings are incorporated into COTS end items, subsystems, or assemblies;
(C) Commercially available high performance magnets that contain specialty metal, unless such high performance magnets are incorporated into COTS end items or subsystems; and
(D) COTS fasteners, unless—
(1) The fasteners are incorporated into COTS end items, subsystems, assemblies, or components; or
(2) The fasteners qualify for the commercial item exception in paragraph (c)(3) of this clause.
(ii) A COTS item is considered to be "without modification" if it is not modified prior to contractual acceptance by the next higher tier in the supply chain.
(A) Specialty metals in a COTS item that was accepted without modification by the next higher tier are excepted from the restriction in paragraph (b) of this clause, and remain excepted, even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).
(B) Specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, are subject to the restriction in paragraph (b) of this clause (e.g., a special reinforced handle made of specialty metal is added to a COTS item).
(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restriction in paragraph (b) of this clause (e.g., a COTS aircraft is outfitted with a COTS engine that is not the COTS engine normally provided with the aircraft).
(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the restriction in paragraph (b) of this clause (e.g. - An aircraft is normally sold to the public with an option for installation kits. The Department of Defense requests a military-unique kit. The aircraft is still a COTS item, but the military-unique kit is not a COTS item and must comply with the restriction in paragraph (b) of this clause unless another exception applies).
(3) Fasteners that are commercial products, if the manufacturer of the fasteners certifies it will purchase, during the relevant calendar year, an amount of domestically melted or produced specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50 percent of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.
(4) Items manufactured in a qualifying country.
(5) Specialty metals for which the Government has determined in accordance with DFARS 225.7003-3 that specialty metal melted or produced in the United States, its outlying areas, or a qualifying country cannot be acquired as and when needed in—
(i) A satisfactory quality;
(ii) A sufficient quantity; and
(iii) The required form. In accordance with 10 U.S.C. 4863(m)(4), the term "required form" in this clause refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under this contract.
(6) End items containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in the end item, as estimated in good faith by the Contractor. This exception does not apply to high performance magnets containing specialty metals.
(d) *Compliance for commercial derivative military articles*.
(1) As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted or produced specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, if—
(i) The Contracting Officer has notified the Contractor of the items to be delivered under this contract that have been determined by the Government to meet the definition of "commercial derivative military article"; and
(ii) For each item that has been determined by the Government to meet the definition of "commercial derivative military article," the Contractor has certified, as specified in the provision of the solicitation entitled "Commercial Derivative Military Article—Specialty Metals Compliance Certificate" (DFARS 252.225-7010), that the Contractor and its subcontractor(s) will enter into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—
(A) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or
(B) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.
(2) For the purposes of this alternative, the amount of specialty metal that is required to carry out production of the commercial derivative military article includes specialty metal contained in any item, including COTS items.
(e) *Subcontracts.*
(1) The Contractor shall exclude and reserve paragraph (d) and this paragraph (e)(1) when flowing down this clause to subcontracts.
(2) The Contractor shall insert paragraphs (a) through (c) and this paragraph (e)(2) of this clause in subcontracts, including subcontracts for commercial products, that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting this clause in subcontracts, the Contractor shall—
(i) Modify paragraph (c)(6) of this clause only as necessary to facilitate management of the minimal content exception at the prime contract level. The minimal content exception does not apply to specialty metals contained in high-performance magnets; and
(ii) Not further alter the clause other than to identify the appropriate parties.

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM AND TUNGSTEN (AUG 2022)
a) *Definitions.* As used in this clause—
"Assembly" means an item forming a portion of a system or subsystem that—
(1) Can be provisioned and replaced as an entity; and
(2) Incorporates multiple, replaceable parts.
"Commercially available off-the-shelf item"—
(1) Means any item of supply that is—
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in section 2.101 of the Federal Acquisition Regulation);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
"Component" means any item supplied to the Government as part of an end item or of another component.
"Covered country" means—
(1) The Democratic People's Republic of North Korea;
(2) The People's Republic of China;
(3) The Russian Federation; or
(4) The Islamic Republic of Iran.
"Covered material" means—
(1) Samarium-cobalt magnets;
(2) Neodymium-iron-boron magnets;
(3) Tantalum metals and alloys;
(4) Tungsten metal powder; and

(5) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.
“Electronic device” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.
“End item” means the final production product when assembled or completed and ready for delivery under a line item of this contract.
“Subsystem” means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.
“Tungsten heavy alloy” means a tungsten base pseudo alloy that—
(1) Meets the specifications of ASTM B777 or SAE-AMS-T-21014 for a particular class of tungsten heavy alloy; or
(2) Contains at least 90 percent tungsten in a matrix of other metals (such as nickel-iron or nickel-copper) and has density of at least 16.5 g/cm3).
(b) *Restriction*.
(1) Except as provided in paragraph (c) of this clause,—
(i) Effective through December 31, 2026, the Contractor shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 4872).
(ii) Effective January 1, 2027, the Contractor shall not deliver under this contract any covered material mined, refined, separated, melted, or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (section 854, Pub. L. 118-31; 10 U.S.C. 4872).
(2)(i)(A) Effective through December 31, 2026, for samarium-cobalt magnets and neodymium-iron-boron magnets, this restriction includes—
(*1*) Melting samarium with cobalt to produce the samarium-cobalt alloy or melting neodymium with iron and boron to produce the neodymium-iron-boron alloy; and
(*2*) All subsequent phases of production of the magnets, such as powder formation, pressing, sintering or bonding, and magnetization.
(B) Effective January 1, 2027, for samarium-cobalt magnets this restriction includes the entire supply chain from mining or production of a cobalt and samarium ore or feedstock, including recycled material, through production of finished magnets.
(ii) The restriction on melting and producing of samarium-cobalt magnets is in addition to any applicable restrictions on melting of specialty metals if the clause at 252.225-7009 , Restriction on Acquisition of Certain Articles Containing Specialty Metals, is included in the contract.
(3) Effective January 1, 2027, for neodymium-iron-boron magnets, this restriction includes the entire supply chain from mining of neodymium, iron, and boron through production of finished magnets.
(4)(i) Effective through December 31, 2026, for production of tantalum metals of any kind and alloys, this restriction includes the reduction or melting of any form of tantalum to create tantalum metal including unwrought, powder, mill products, and alloys. The restriction also covers all subsequent phases of production of tantalum metals and alloys.
(ii) Effective January 1, 2027, for production of tantalum metals of any kind and alloys, this restriction includes mining or production of a tantalum ore or feedstock, including recycled material, through production of metals of any kind and alloys.
(5)(i) Effective through December 31, 2026, for production of tungsten metal powder and tungsten heavy alloy, this restriction includes–
(A) Atomization;
(B) Calcination and reduction into powder;
(C) Final consolidation of non-melt derived metal powders; and
(D) All subsequent phases of production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.
(ii) Effective January 1, 2027, for production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy, this restriction includes mining or production of a tungsten ore or feedstock, including recycled material, through production of tungsten metal powders, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.
(c) *Exceptions*. This clause does not apply—
(1) To an end item containing a covered material that is—
(i) A commercially available off-the-shelf item, other than—
(A) A commercially available off-the-shelf item that is—
(1) 50 percent or more tungsten by weight effective through December 31, 2026; or
(*2*) 50 percent or more covered material by weight effective January 1, 2027;
(B) Effective through December 31, 2026, a tantalum metal, tantalum alloy, or tungsten heavy alloy, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;
(ii) Effective January 1, 2027, a covered material that is a mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;
(iii)An electronic device, unless otherwise specified in the contract; or
(iv) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States.
(2) If the authorized agency official concerned has made a nonavailability determination, in accordance with section 225.7018-4 of the Defense Federal Acquisition Regulation Supplement, that compliant covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price.
(i) For tantalum metal, tantalum alloy, or tungsten heavy alloy, the term “required form” refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under the contract.(ii) For samarium-cobalt magnets or neodymium-iron-boron magnets, the term “required form” refers to the form and properties of the magnets.
(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in subcontracts and other contractual instruments that are for items containing a covered material, including subcontracts and other contractual instruments for commercial products, unless an exception in paragraph (c) of this clause applies. The Contractor shall not alter this clause other than to identify the appropriate parties.

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)
(a) The Contractor shall not include the terms of any Federal Acquisition Regulation (FAR) clause or Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial products or commercial services at any tier under this contract, unless
(1) For DFARS clauses, it is so specified in the particular clause; or
(2) For FAR clauses, the clause is listed at FAR 12.301(d) or it is so specified in paragraph (e)(1) of the clause at FAR 52.212-5 or paragraph (b)(1) of the clause at FAR 52.244-6, as applicable. (Section 847(b)(1)(B), Pub. L. 114-328)
(b)(1) In accordance with 10 U.S.C. 3457(c), the Contractor shall treat as commercial products any items valued at less than $10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.
(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial products pursuant to paragraph (b)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial products or commercial services in accordance with the clause at FAR 52.244-6 and paragraph (a) of this clause.
(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial products or commercial services.