

Appendix A

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

1. Definitions

For purposes of this Purchase Order and these Additional Standard Terms and Conditions, the following terms shall have the meanings set forth below:

“Agreement” means the Purchase Order, together with all documents incorporated by reference, including applicable FAR, DFARS, and agency supplemental clauses.

“Applicability” The clauses identified in this Appendix are incorporated into the Purchase Order by reference or in full text, as indicated, and apply only to the extent specified in the Purchase Order, the applicable Prime Contract, applicable law, or their stated conditions of applicability. Where a clause applies only to commercial products, commercial services, or Government contracts, its applicability shall be determined in accordance with its terms.

“Applicable Law” means all applicable federal, state, and local laws, statutes, regulations, executive orders, ordinances, and governmental requirements, including applicable provisions of the FAR, DFARS, and agency supplements incorporated into this Purchase Order.

“Buyer” means IPS Custom Automation, together with its successors, assigns, and authorized representatives.

“Commercial Product, Commercial Service, and Commercially Available Off-the-Shelf (COTS) Item” shall have the meanings assigned to those terms in FAR 2.101, as amended from time to time. **1.5 “Contract Documents”** means the Purchase Order, these Additional Standard Terms and Conditions, all appendices, exhibits, attachments, specifications, drawings, Statements of Work, amendments, modifications, and any other documents expressly incorporated by reference into the Purchase Order.

“Clause Precedence” In the event of any inconsistency between a clause incorporated by this Appendix A and the Purchase Order, the Purchase Order shall control unless mandatory Federal law or regulation requires otherwise.

“Deliverables” means all products, reports, drawings, manuals, software, documentation, technical data, certifications, and other items required to be delivered to Buyer under the Purchase Order.

“DFARS” means the Defense Federal Acquisition Regulation Supplement (Title 48, Chapter 2 of the Code of Federal Regulations), as amended.

“FAR” means the Federal Acquisition Regulation (Title 48, Chapter 1 of the Code of Federal Regulations), as amended.

“Goods” means all products, materials, supplies, equipment, parts, assemblies, components, software furnished as a deliverable, documentation, reports, data, and all other items required to be furnished by Seller under the Purchase Order, including associated packaging, labeling, manuals,

certifications, warranties, and any other items required by the Purchase Order, specifications, drawings, Statement of Work, or other Contract Documents.

“Government” means the United States Government, including any executive agency, department, military department, or other governmental entity identified in the applicable Prime Contract.

“Government Property” means all property owned, leased, or furnished by the United States Government or Buyer for use in performing the Purchase Order, as defined in applicable FAR and DFARS clauses.

“Prime Contract” means the contract between Buyer (or Buyer's customer) and the United States Government or an upper-tier contractor under which this Purchase Order is issued.

“Purchase Order (“PO”)” means the written purchase order issued by Buyer, including all schedules, exhibits, attachments, statements of work, specifications, drawings, amendments, modifications, and these Additional Standard Terms and Conditions, all of which together constitute the entire agreement between Buyer and Seller.

“Seller” means the individual, company, partnership, corporation, or other legal entity identified on the Purchase Order that agrees to furnish the supplies, materials, products, or services described therein.

“Services” means all labor, engineering, technical, professional, construction, installation, repair, maintenance, inspection, testing, consulting, training, or other services required to be performed by Seller under the Purchase Order.

“Subcontract” means this Purchase Order issued by Buyer to Seller in support of a Prime Contract with the United States Government. References within incorporated FAR and DFARS clauses to “Contract” shall mean this Purchase Order unless the context clearly requires otherwise.

“Work” means all products, services, deliverables, labor, materials, and obligations to be provided or performed by Seller pursuant to the Purchase Order.

2. Incorporation of FAR AND DFAR Clauses

The FAR, DFARS, and agency supplemental clauses identified in this Attachment are incorporated by reference into this Purchase Order to the extent they are applicable to the work, products, or services being provided under this Purchase Order. Where necessary to give effect to the clauses in a subcontract relationship, references to “Contractor” shall mean Seller, references to “Government” or “Contracting Officer” shall be interpreted appropriately, and references to “Contract” shall mean this Purchase Order except where the context clearly requires otherwise.

3. FAR and DFARS Representations and Certifications

3.1 Seller Representations and Certifications. Seller represents and warrants that all representations, certifications, disclosures, and assurances required by the Federal Acquisition Regulation (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), and any applicable agency supplemental regulations that are applicable to this Purchase Order are true, complete,

current, and accurate as of the date of acceptance of this Purchase Order and shall remain accurate throughout performance of the Work.

3.2 Continuing Obligation. Seller shall promptly notify Buyer in writing of any change in circumstances that renders any representation, certification, or disclosure inaccurate, incomplete, or no longer valid during the performance of this Purchase Order.

3.3 Compliance with Government Requirements. Seller agrees to comply with all applicable FAR, DFARS, and agency supplemental regulations incorporated into this Purchase Order. Seller shall timely provide all certifications, representations, disclosures, documentation, and supporting information reasonably requested by Buyer to enable Buyer to satisfy its obligations under its Prime Contract with the United States Government.

3.4 Flow-Down Requirements. To the extent required by applicable law, regulation, or the Prime Contract, Seller shall execute, update, or renew all certifications and representations required of subcontractors and shall cooperate fully with Buyer in responding to requests from the United States Government, contracting officers, auditors, or other authorized representatives.

3.5 Responsibility Determinations. Seller represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal Government contracts unless previously disclosed to Buyer in writing. Seller shall immediately notify Buyer if its eligibility status changes during performance of this Purchase Order.

3.6 Accuracy of Information. Seller acknowledges that Buyer is entitled to rely upon the accuracy and completeness of Seller's representations and certifications in performing its obligations under the applicable Prime Contract. Any material misrepresentation, omission, or failure to disclose required information shall constitute a material breach of this Purchase Order and may result in termination for default, withholding of payment, recovery of damages, or any other remedy available under this Purchase Order or applicable law.

3.7 Survival. Seller's obligations under this Section shall survive final payment, completion, termination, or expiration of this Purchase Order to the extent necessary to support audits, investigations, claims, or other Government or Buyer requirements arising from Seller's performance.

4. Commercial Products, Commercial Services, and Non-Commercial Items

4.1 Classification of Supplies and Services. Seller shall identify whether the supplies or services provided under this Purchase Order qualify as Commercial Products, Commercial Services, or Commercially Available Off-the-Shelf (COTS) Items, as those terms are defined in FAR 2.101. Any supplies or services that do not meet the applicable FAR definitions shall be considered non-commercial for purposes of this Purchase Order.

4.2 Seller Representation. Seller represents and warrants that any item or service identified as a Commercial Product, Commercial Service, or COTS Item fully satisfies the applicable definitions contained in FAR 2.101. Seller shall maintain documentation supporting such classification and shall provide such documentation to Buyer upon request.

4.3 Applicability of FAR and DFARS Clauses. The applicability of FAR, DFARS, and agency supplemental clauses incorporated into this Purchase Order shall be determined based upon the classification of the products or services being furnished, the type of subcontract, the dollar value of the Purchase Order, and any other conditions specified within the applicable clause or the Prime Contract.

4.4 Mixed Procurements. Where this Purchase Order includes a combination of Commercial Products, Commercial Services, COTS Items, and non-commercial supplies or services, Seller shall comply with all FAR, DFARS, and agency supplemental clauses applicable to each portion of the Work. Buyer reserves the right to identify specific flow-down requirements applicable to individual Contract Line Item Numbers (CLINs), Subcontract Line Item Numbers (SLINs), deliverables, or Statements of Work.

4.5 Buyer's Right to Review. Buyer may review Seller's commerciality determinations at any time during performance of this Purchase Order. Seller shall promptly provide any information reasonably requested by Buyer to support the commercial classification of any product or service furnished under this Purchase Order.

4.6 Changes in Classification. If Seller becomes aware that any Commercial Product, Commercial Service, or COTS Item no longer satisfies the applicable FAR definition, Seller shall immediately notify Buyer in writing. Buyer may modify this Purchase Order to incorporate any additional FAR, DFARS, or agency supplemental clauses made applicable by such change in classification.

4.7 Non-Commercial Items. Unless otherwise specified in the Purchase Order, all non-commercial supplies and services furnished under this Purchase Order shall be subject to the full set of applicable FAR, DFARS, and agency supplemental clauses required by law, regulation, or the applicable Prime Contract.

4.8 Seller Cooperation. Seller shall cooperate fully with Buyer in supporting Government audits, commercial item determinations, purchasing system reviews, Contractor Purchasing System Reviews (CPSRs), Defense Contract Audit Agency (DCAA) audits, Defense Contract Management Agency (DCMA) reviews, or any other Government inquiry relating to the classification of products or services furnished under this Purchase Order.

4.9 Precedence. In the event of any inconsistency between Seller's commercial item designation and the requirements of the Prime Contract or applicable procurement regulations, the requirements of the Prime Contract and applicable law shall govern.

5. Defense Priorities and Allocations System (DPAS) Rating

5.1 DPAS Rating. This Purchase Order is issued in support of a United States Government contract subject to the Defense Priorities and Allocations System (DPAS), 15 C.F.R. Part 700. Unless otherwise stated on the face of the Purchase Order, the applicable DPAS rating assigned to this Purchase Order is **DO-A6**.

5.2 Seller Acceptance. By accepting this Purchase Order, Seller acknowledges receipt of the assigned DPAS rating and agrees to comply with all applicable requirements of the Defense Priorities and Allocations System (DPAS), including the priority performance, scheduling, and acceptance requirements prescribed by 15 C.F.R. Part 700.

5.3 Priority Performance. Seller shall schedule, prioritize, and perform work required under this Purchase Order in accordance with the assigned DPAS rating. Seller shall provide preferential treatment to this Purchase Order over unrated orders as required by applicable regulations, except where a higher-rated order or applicable law requires otherwise.

5.4 Mandatory Flow-Down. Seller shall place the applicable DPAS rating on all purchase orders, subcontracts, and supplier orders issued in support of this Purchase Order when required by 15 C.F.R. Part 700. Seller shall ensure that all lower-tier suppliers comply with applicable DPAS requirements.

5.5 Delays and Inability to Perform. Seller shall immediately notify Buyer in writing upon becoming aware of any circumstance that may delay performance, prevent timely delivery, or otherwise affect Seller's ability to satisfy the delivery requirements of this Purchase Order. Such notice shall include:

- a. The reason for the delay;
- b. The anticipated duration of the delay;
- c. The impact on delivery schedules; and
- d. Seller's proposed corrective actions.

Notification shall not relieve Seller of its contractual obligations unless otherwise agreed to in writing by Buyer.

5.6 Government Direction. Seller shall cooperate with Buyer and the United States Government regarding any requests, directives, investigations, or communications relating to DPAS requirements, production priorities, delivery schedules, or allocation of materials and resources.

5.7 Compliance with Applicable Law. Seller shall comply with all applicable provisions of the Defense Production Act of 1950, as amended, Executive Order 13603 (or any successor order), and the Defense Priorities and Allocations System regulations contained in 15 C.F.R. Part 700, as amended.

5.8 Conflict with Other Orders. In the event Seller receives multiple rated orders, Seller shall schedule performance in accordance with the priority hierarchy established by applicable DPAS regulations. Seller shall promptly notify Buyer if compliance with another rated order affects Seller's ability to perform this Purchase Order.

5.9 Seller Responsibility. Seller's failure to comply with applicable DPAS requirements or to provide timely notice of any anticipated delay may constitute a material breach of this Purchase Order and may entitle Buyer to exercise any rights or remedies available under this Purchase Order or applicable law.

5.10 Survival. The obligations contained in this Section shall survive completion, termination, or expiration of this Purchase Order to the extent necessary to satisfy any Government inquiry, audit, investigation, or contractual obligation relating to DPAS compliance.

6. FAR, DFARS, and Agency Clause Applicability

The FAR, DFARS, and agency supplemental clauses identified in the following table apply to this Purchase Order only to the extent specified by the applicable condition(s) identified in the "Applicability" column. The applicability of each clause shall be determined based on the type of supplies or services being furnished, the nature of the Work, the value of the Purchase Order, applicable statutes and regulations, and the requirements of the Prime Contract.

Where multiple applicability conditions are identified for a clause, all stated conditions shall be considered in determining whether the clause applies. The following legend identifies the abbreviations used throughout the clause matrix.

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TABLE 1-Applicability Legend	
Abbreviation	Description
ALL	Applies to all Purchase Orders.
SAT	Applies to Purchase Orders exceeding the Simplified Acquisition Threshold, unless otherwise specified by law or regulation.
SB	Applies when Seller is a Small Business Concern, as defined by applicable federal regulations.
> \$15,000	Applies to Purchase Orders exceeding \$15,000.
> \$45,000	Applies to Purchase Orders exceeding \$45,000.
> \$150,000	Applies to Purchase Orders exceeding \$150,000.
> \$250,000	Applies to Purchase Orders exceeding \$250,000.
> \$500,000	Applies to Purchase Orders exceeding \$500,000.
> \$700,000	Applies to Purchase Orders exceeding \$700,000.
> \$750,000	Applies to Purchase Orders exceeding \$750,000.
> \$1,000,000	Applies to Purchase Orders exceeding \$1,000,000.
> \$2,000,000	Applies to Purchase Orders exceeding \$2,000,000.
> \$6,000,000	Applies to Purchase Orders exceeding \$6,000,000.
> \$10,000,000	Applies to Purchase Orders exceeding \$10,000,000.
GP	Applies when Government Property is furnished to, acquired by, or accountable to Seller under the Purchase Order.
Government Installation	Applies when Seller performs work on a Government-owned or Government-controlled installation
DBA Act	Applies where the Defense Base Act is applicable.

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Outside U.S.	Applies to work performed outside the United States.
Foreign	Applies to designated overseas contingency, humanitarian, peacekeeping, diplomatic, or similar operations, as applicable.
SI	Applies where Seller creates, receives, stores, transmits, processes, or otherwise handles sensitive information, Controlled Unclassified Information (CUI), Federal Contract Information (FCI), or personally identifiable information (PII), or operates or maintains information systems supporting such information.
FPA	Applies to fixed-price acquisitions where identified by the applicable FAR or DFARS clause.
Price Reduction	Applies where certified cost or pricing data requirements or price reduction provisions are applicable under the FAR or DFARS.
Government Unique Standards	Applies where Government-mandated standards or transaction-based reporting requirements are specified by the Prime Contract or applicable regulations.
Motor Carrier	Applies where transportation services are performed by a motor carrier, broker, or freight forwarder subject to applicable federal transportation regulations.

Regulatory Site	Title	Date	Applicability
52.202-1	DEFINITIONS	Jun-20	SAT – Applicable to orders greater than \$250,000.00 (or the simplified acquisition threshold)
52.203-3	GRATUITIES	Apr-84	All
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Nov-21	SAT
52.203-7	ANTI-KICKBACK PROCEDURES	Jun-20	>200k
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	May-14	SAT
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	Jan-11	Federal Controlled Facility
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	May-14	All
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS		>200k
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	Nov-21	All

Regulatory Site	Title	Date	Applicability
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	Jan-17	All
52.204-2	SECURITY REQUIREMENTS	Mar-21	All
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	Jan-11	Federal Controlled Facility
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	Oct-16	All
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	Oct-16	SAT
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	Oct-18	All
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	Aug-20	All
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC/2014	All
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	Nov-21	All
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	Dec-23	All
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	Nov-21	All
52.204-27	Prohibition on a ByteDance Covered Application	(Jun 2023)	All
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	Jun-25	All
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN/2025	>45k
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	Nov-15	All
52.210-1	MARKET RESEARCH	Nov-21	All
52.211-5	MATERIAL REQUIREMENTS	Aug-00	All
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	Apr-84	All
52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION	Sep-00	All

Regulatory Site	Title	Date	Applicability
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	Apr-08	All
52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	Jun-20	>250k
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	Aug-11	All
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA MODIFICATIONS (DEVIATION 2022-O0001)	Oct-21	Price reduction
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001)	Oct-21	>2.5M
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	Oct-10	All that meet applicability of FAR 15.408(g)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)	Jul-05	All that meet applicability of FAR 15.408(J)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	Oct-97	All that meet applicability of FAR 15.408(K)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	Nov-21	All
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	Jun-20	All
52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	Dec-02	All
52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	Jan-17	All
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	Apr-84	All
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	Jan-25	HUBZONE
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	Jan-25	>550k
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	Sep-21	All
52.222-7	WITHOLDING OF FUNDS	May-14	All
52.222-8	APPRENTICES AND TRAINEES (MAR 2025) (DEVIATION 2025-O0003)	Mar-25	All
52.222-10	COMPLIANCE WITH COPELAND ACT	Feb-88	>2,000k

Regulatory Site	Title	Date	Applicability
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	May-14	paragraph (e) in all subcontracts for construction within the United States
52.222-12	CONTRACT TERMINATION--DEBARMENT	May-14	All
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	Feb-88	>2,000k
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	All
52.222-15	CERTIFICATION OF ELIGIBILITY	May-14	All
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	Jun-20	>20k
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	Jun-20	All
52.222-34	PROJECT LABOR AGREEMENT (JAN 2024)	Jan-24	All
52.222-34	PROJECT LABOR AGREEMENT (MAY 2010) -- ALTERNATE I (JAN 2024)	Jan-24	All
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	Jun-20	>200k
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	Jun-20	All that meet applicability of (FAR) 22.1408(a) >20k
52.222-37	EMPLOYMENT REPORTS ON VETERANS	Jun-20	All
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	Dec-10	>10k
52.222-50	COMBATING TRAFFICKING IN PERSONS	Nov-21	All that meet applicability of (52.222-50)(5)(i) >700k
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS	May-14	All
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS	May-14	All
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)	Jan-25	>35k

Regulatory Site	Title	Date	Applicability
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026	Jan-22	All
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	Jan-22	All
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Feb-21	All
52.227-1	AUTHORIZATION AND CONSENT	Jun-20	>250k
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Jun-20	>250k
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	Jan-97	Federal Controlled Facility
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	May-14	All
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Feb-13	All
52.230-2	COST ACCOUNTING STANDARDS	Jun-20	FAR 30.201-4(b) >2.5Mil
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Jun-10	All
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	Apr-84	All
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	Jun-13	All
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	Mar-23	All
52.233-1	DISPUTES	May-14	All
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III	Sep-16	All
52.236-2	DIFFERING SITE CONDITIONS	Apr-84	All
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	Apr-84	All
52.236-5	MATERIAL AND WORKMANSHIP	Apr-84	All
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	Apr-84	All
52.236-7	PERMITS AND RESPONSIBILITIES	Nov-91	All
52.236-8	OTHER CONTRACTS	Apr-84	All
52.236-10	OPERATIONS AND STORAGE AREAS	Apr-84	All
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	Apr-84	All

Regulatory Site	Title	Date	Applicability
52.236-13	ACCIDENT PREVENTION (NOV 1991) -- ALTERNATE I (NOV 1991)	Nov-91	All
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	Apr-84	All
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	Apr-84	All
52.236-17	LAYOUT OF WORK	Apr-84	All
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I	APR/1984	All
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	Dec-22	All
52.242-13	BANKRUPTCY	Jul-95	All
52.242-14	SUSPENSION OF WORK	Apr-84	All
52.243-4	CHANGES	Jun-07	All
52.244-2	SUBCONTRACTS	Jun-20	>250k
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT- ENGINEER SERVICES)	Aug-98	All
52.244-5	COMPETITION IN SUBCONTRACTING	Aug-24	All
52.245-9	USE AND CHARGES	Apr-12	All
52.246-2	INSPECTION OF SUPPLIES-FIXED PRICE	Aug-96	All
52.246-16	RESPONSIBILITY FOR SUPPLIES	Apr-84	All
52.246-21	WARRANTY OF CONSTRUCTION	Mar-94	All
52.248-3	VALUE ENGINEERING--CONSTRUCTION	Oct-20	<90k
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	Apr-84	All
52.252-2	CLAUSES INCORPORATED BY REFERENCE	(Feb 1998)	All
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	(NOV 2020)	All
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	Sep-11	All
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES	Jan-23	All
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	Dec-22	All
252.203-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	Apr-92	All

Regulatory Site	Title	Date	Applicability
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-00013, REVISION 1)	MAY/2024	All
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	Jan-23	All
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT	Jan-23	All
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)	Nov-23	All
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR TERRORISM	May-19	All
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	Jan-22	All
252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	Dec-91	All
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	Jan-23	>1M Except commercial products or commercial services, including COTS
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	(JAN 2023)	All
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	Feb-24	All except COTS
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD	Jul-24	All
252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	Dec-18	All
252.225-7048	EXPORT-CONTROLLED ITEMS	Jun-13	All
252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME	Jan-23	All
252.225-7972	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE AUG/2024	Aug-24	All

Regulatory Site	Title	Date	Applicability
	UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2024-00014)		
252.227-7013	RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	Jan-25	All
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	Jan-25	All
252.227-7015	TECHNICAL DATA--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	Jan-25	All
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	Jan-23	All
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE	Jan-25	All
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	Jan-25	All
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	Apr-88	All
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	Mar-00	All
252.227-7033	RIGHTS IN SHOP DRAWINGS	Apr-66	All
252.227-7037	VALIDATION OF ASSERTED RESTRICTIONS ON TECHNICAL DATA	Jan-25	All
252.236-7000	MODIFICATION PROPOSALS-- PRICE BREAKDOWN	Dec-91	All
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	Dec-91	All
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	Dec-22	All
252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES	Nov-23	All
252.245-7000	GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY	Apr-12	All

52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/this address:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses:

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(End of Clause)

CLAUSES INCORPORATED IN FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK APR/1984

The Contractor shall be required to commence work under this contract within a mutually agreed upon date and the Contractor receives the notice to proceed, prosecute the work diligently, and complete the entire work ready for use not later than a mutually agreed upon date. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS JUN/2025

By signing this ATP, Seller certifies, to the best of its knowledge and belief, that the Seller and/or any if its Principals,

- ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible (voluntarily excluded) for the award of contracts by any Federal agency;
- HAVE NOT, within a 3-year period preceding its offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- ARE NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above; and
- HAVE NOT within a 3-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$10,000 for which the liability remains unsatisfied.

(End of Clause)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND DEC/2014 CERTIFICATIONS

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR NOV/2021 INFORMATION SYSTEMS

(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 Web sites) 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: Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(i) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(ii) Verify and control/limit connections to and use of external information systems.

(iii) Control information posted or processed on publicly accessible information systems.

(iv) Identify information system users, processes acting on behalf of users, or devices.

(v) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vi) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(vii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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(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.

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.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN NOV/2021 TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Definitions. As used in this clause-- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

"Backhaul" means intermediate links between the core network, or backbone network, and the small sub-networks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The Peoples Republic of China. "Covered telecommunications equipment or services" means—

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- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled- Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

For reasons relating to regional stability or surreptitious listening;

- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115- 232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during

contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil> . For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil> .

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023) JUN/2023

Definitions. As used in this clause

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use Of

(i) that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

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(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, No TikTok on Government Devices Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.222-36 EQUAL OPPORTUNITY 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.

(End of clause)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE SEP/2016

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PRODUCTION ACT TITLE III

- (a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093). Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act (50 U.S.C. App. 2091-2093).
- (b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.
- (c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.
- (d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.
- (e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)