When the materials, products or services furnished are for use in connection with a U. S. Government Department of Defense Prime Contract or higher-tier subcontract, in addition to the General Provisions (TC-001) and the FAR provisions (TC-002), the following DFARS clauses and provisions (TC-003), shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each DFARS provision shall be the same version as that which appears in Buyer's Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions (TC-003) and the General Provisions (TC-001) or the FAR provisions (TC-002), the DFARS provisions (TC-003) shall control.

The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms ‘Government’, ‘Contracting Officer’ and ‘Contractor’ shall be revised to suitably identify the contracting parties under this Purchase Order and effect the proper intent of the provision except where further clarified or modified below. However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his or her duly authorized representative, and (2) when title to property is to be transferred directly to the Government. “Subcontractor,” however, shall mean “Seller’s Subcontractor” under this Purchase Order. The listed DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for the contract.

When the materials, products or services furnished are for use in connection with a U. S. Government Department of Defense Prime Contract or higher-tier subcontract, in addition to the General Provisions (TC-001) and the FAR provisions (TC-002), the following DFARS clauses and provisions (TC-003), shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each DFARS provision shall be the same version as that which appears in Buyer’s Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions (TC-003) and the General Provisions (TC-001) or the FAR provisions (TC-002), the DFARS provisions (TC-003) shall control.

The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms ‘Government’, ‘Contracting Officer’ and ‘Contractor’ shall be revised to suitably identify the contracting parties under this Purchase Order and effect the proper intent of the provision except where further clarified or modified below. However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his or her duly authorized representative, and (2) when title to property is to be transferred directly to the Government. “Subcontractor,” however, shall mean “Seller’s Subcontractor” under this Purchase Order. The listed DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for the contract.

When the materials, products or services furnished are for use in connection with a U. S. Government Department of Defense Prime Contract or higher-tier subcontract, in addition to the General Provisions (TC-001) and the FAR provisions (TC-002), the following DFARS clauses and provisions (TC-003), shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each DFARS provision shall be the same version as that which appears in Buyer’s Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions (TC-003) and the General Provisions (TC-001) or the FAR provisions (TC-002), the DFARS provisions (TC-003) shall control.
Deferred Delivery of Technical Data or Computer Software
Deferred Ordering of Technical Data or Computer Software
Technical Data or Computer Software Previously Delivered to the Government
Technical Data - Withholding of Payment
Validation of Restrictive Markings on Technical Data
Patent Rights – Ownership by the Contractor (Large Business)
Patents – Reporting of Subject Inventions
Ground and Flight Risk
Aircraft Flight Risks
Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
Supplemental Cost Principles
Frequency Authorization
Telecommunications Security Equipment, Devices, Techniques, and Services
Subcontracts for Commercial Items and Commercial Components
Warranty of Data
Notification of Transportation of Supplies by Sea

ORDERS OVER $100,000 ALSO INCLUDE THE FOLLOWING:
Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
Transportation of Supplies by Sea
Notification of Anticipated Contract Terminations or Reductions (less paragraph (d) (1))

ORDERS OVER $500,000 ALSO INCLUDE THE FOLLOWING:
Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

ORDERS OVER $550,000 ALSO INCLUDE THE FOLLOWING:
Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan
Quarterly Reporting of Actual Contract Performance Outside the United States (first tier subcontractors only)

ORDERS OVER $1,000,000 ALSO INCLUDE THE FOLLOWING:
Acquisition Streamlining
Waiver of United Kingdom Levies