



Federal Contract Terms and Conditions

Revised: February 1, 2022

The FAR and DFAR clauses cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR or DFAR clause shall be the same version as that which appears in the University of Michigan's prime contract, or higher-tier subcontract under which this Agreement is a subcontract. Copies are available upon request.

When the services, materials or products furnished are for use in connection with or support of a U.S. Government contract or subcontract, in addition to the University of Michigan's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, the University's General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS provisions and the University of Michigan's General Provisions.

The following clauses set forth in the FAR and DFARS in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were in full text. In all clauses listed herein, the terms "Buyer", "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the University of Michigan herein and affect the proper intent of the provision except where further clarified or modified below. "Subcontractor," however, shall mean "Supplier" under this purchase order.

Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Supplier's obligation to contact the University of Michigan regarding any confusion, ambiguity, or questions the Supplier may have regarding applicability of the following clauses:

Federal Contracts - Procurement Services FAR/DFAR Clauses		
Applicable to All Orders		
The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement between the University of Michigan and the Supplier where the end customer is the United States Government:		
No.	Title of Provision	FAR Clause
1	Definitions	52.202-01
2	Security Requirements	52.204-02
3	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	52.204-23
4	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	52.204-25
5	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-06
6	Convict Labor	52.222-03
7	Child Labor – Cooperation with Authorities and Remedies	52.222-19
8	Service Contract Act of 1965, as Amended	52.222-41
9	Combating Trafficking in Persons	52.222-50
10	Employment Eligibility Verification	52.222-54



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11	Notice of Radioactive Materials	52.223-07
12	Ozone Depleting Substances	52.223-11
13	Contractor Policy to Ban Text Messaging While Driving	52.223-18
14	Privacy Act	52.224-02
15	Buy American Act – Supplies	52.225-01
16	Buy American Act Certificate	52.225-02
17	Trade Agreement	52.225-05
18	Trade Agreements – Certificate	52.225-06
19	Duty-Free Entry	52.225-08
20	Restrictions on Certain Foreign Purchases	52.225-13
21	Authorization and Consent – Alternate 1	52.227-01
22	Additional Data Requirements	52.227-16
23	Refund of Royalties	52.227-09
24	Filing of Patent Applications – Classified Subject Matter	52.227-10
25	Patent Rights – Ownership by the Contractor	52.227-11
26	Patent Rights-Ownership by the Government	52.227-13
27	Rights in Data – General	52.227-14
28	Commercial Computer Software License	52.227-19
29	Workers Compensation Insurance (Defense Base Act)	52.228-03
30	Workers Compensation and War-Hazard Insurance Overseas	52.228-04
31	Insurance – Work on a Government Installation	52.228-05
32	Limitation on the Withholding of Payments	52.232-09
33	Progress Payments	52.232-16
34	Applicable Law for Breach of Contract Claim	52.233-04
35	Industrial Resources Developed Under Defense Production Act Title III	52.234-01
36	Accident Prevention	52.236-13
37	Competition in Subcontracting	52.244-05
38	Subcontracts for Commercial Items	52.244-06
39	Government Property	52.245-01
40	Government Property Installation Operation Services	52.245-02
41	Use and Charges	52.245-09
42	Preference for U.S. – Flag Air Carriers	52.247-63
43	Preference for Privately Owned U.S. – Flag Commercial Vessels	52.247-64
44	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (if the subcontract will be funded in whole or in part under the Recovery Act	52.203-15
45	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment	52.222-51
46	Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements	52.222-53
47	Rights in Data - Special Works	52.227-17
48	Rights in Data - Existing Works	52.227-18
49	Disclosure and Consistency of Cost Accounting Practices	52.230-03
50	Computer Generated Form	52.253-01



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The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$10,000.00 between the University of Michigan and the Supplier where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1	Reporting Executive Compensation and First-Tier Subcontract Awards (Over \$30,000)	52.204-10
2	Prohibition of Segregated Facilities	52.222-21
3	Equal Opportunity	52.222-26
4	Notification of Employee Rights Under the National Labor Relations Act	52.222-40

Applicable to All Orders Over the Simplified Acquisition Threshold (SAT)

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or agreement valued over the SAT between the University of Michigan and the Supplier where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1	Gratuities	52.203-03
2	Covenants Against Contingent Fees	52.203-05
3	Restrictions on Subcontractor Sales to the Government	52.203-06
4	Anti-Kickback Procedures	52.203-07
5	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-08
6	Price or Fee Adjustment for Illegal or Improper Activities	52.203-10
7	Limitation on Payments to Influence Certain Federal Transactions	52.203-12
8	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	52.203-17
9	Printed or Copied Double-Sided on Recycled Paper (Over the Simplified Acquisition Threshold)	52.204-04
10	Audit and Records – Negotiation	52.215-02
11	Integrity of Units Prices	52.215-14
12	Utilization of Small Business Concerns	52.219-08
13	Equal Opportunity for Veterans (\$100K)	52.222-35
14	Employment Reports Veterans (\$100K)	52.222-37
15	Drug-Free Workplace	52.223-06
16	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-02
17	Bankruptcy	52.242-13
18	Subcontracts	52.244-02
19	Inspection of Supplies, Fixed Price Contracts	52.246-02
20	Inspection of Supplies, Cost Reimbursement	52.246-03
21	Inspection of Services, Fixed Price Contracts	52.246-04
22	Inspection of Services, Cost Reimbursement	52.246-05
23	Responsibility for Supplies	52.246-16
24	Value Engineering	52.248-01

ORDERS OVER \$650,000 ALSO INCLUDE THE FOLLOWING FAR CLAUSES:

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$650,000.00 between the University of Michigan and the Supplier where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
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1	Code of Business Ethics and Conduct (over \$5 million and the period of performance is Over 120 days)	52.203-13
2	Display of Hotline Poster (over \$5 million)	52.203-14
3	Pension Adjustment and Asset Reversions (\$700,000)	52.215-15
4	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	52.215-18
5	Notification of Ownership Changes	52.215-19
6	Small Business Subcontracting Plan (\$700,000) (Construction \$1.5M)	52.219-09
7	Liquidated Damages – Subcontracting Plan	52.219-16
8	Cost Accounting Standards (CAS) (\$750,000)	52.230-02

UNLESS OTHERWISE EXEMPT, THE FOLLOWING FAR CLAUSES ARE ALSO INCLUDED:

No.	Title of Provision	FAR Clause
1	Price Reduction for Defective Certified Cost or Pricing	52.215-10
2	Subcontractor Certified Cost or Pricing Data (\$750,000)	52.215-12
3	Subcontractor Certified Cost of Pricing Data – Modifications (\$750,000)	52.215-13
4	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing data	52.215-20
5	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing data - modifications	52.215-21
6	Limitation on Pass-Through Charges (see application and exceptions in FAR 15.408(n)(2))	52.215-23

APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR ORDERS:

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement based upon the type of the contract, cost reimbursement, time and material, or labor hours, between the University of Michigan and the Supplier where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1	Allowable Cost and Payment (cost reimbursement) – Supplier agrees to execute assignment documents in order to meet subsection (d)(5)	52.216-07
2	Cost Contract – No Fee – applicable if this is a cost no fee order	52.216-11
3	Cost Sharing Contract – No Fee – applicable if there is a cost sharing, no fee order	52.216-12
4	Payment for Overtime premiums – insert “0%” in paragraph (a) unless indicated otherwise on the face of this order	52.222-02
5	Limitation of Cost (if fully funded)	52.232-20
6	Inspection – Time and Material and Labor Hour – “Contracting Officer” means “University of Michigan representative” and “Government” means “University of Michigan representative and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the University of Michigan), and where “Government” first appears in paragraph (k) it shall mean “Government and the University of Michigan.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to the University of Michigan and the Government.	52.246-06
7	Excusable Delay	52.249-14

APPLICABLE TO CONSTRUCTION ORDERS:



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The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement based upon the type of the contract, cost reimbursement, time and material, or labor hours, between the University of Michigan and the Supplier where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1	Subcontracts (Labor Standards)	52.222-11
2	Affirmative Action Compliance Requirements for Construction (over \$10,000)	52.222-27
3	Notice of Requirement for Project Labor Agreement	52.222-33
4	Project Labor Agreement	52.222-34
5	Affirmative Procurement of Bio-based Products Under Service and Construction Contracts	52.223-02
6	Buy American Act – Construction Materials	52.225-09
7	Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials	52.225-10
8	Buy American Act – Construction Materials Under Trade Agreements	52.225-11
9	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act –Construction Materials	52.225-21
10	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act - Construction Materials	52.225-22
11	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act –Construction Materials Under Trade Agreements	52.225-23
12	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements	52.225-24
13	Prompt payment for construction contracts	52.232-27
14	Inspection of Construction	52.246-12
15	Value Engineering – Construction over \$65K	52.248-03
16	Davis-Bacon Act	52.222-06

DFARS

The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement between the University of Michigan and the Supplier where the end customer is any agency within the *United States Department of Defense*:

No.	Title of Provision	FAR Clause
1	Safeguarding Covered Defense Information and Cyber Incident Reporting	252.204-7012
2	Item Unique Identification and Valuation	252.211-7003
3	Duty Free Entry	252.225-7013
4	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
5	Patents - Subcontracts	252.227-7034
6	Supplemental Cost Principles	252.237-7000
7	Subcontracts for Commercial Items and Commercial Components (DoD contracts)	252.244-7000
8	Contractor Counterfeit Electronic Part Detection and Avoidance System	252.246-7007
9	Sources of Electronic Parts	252.246-7008

Applicable to All Orders Over the Simplified Acquisition Threshold (SAT)

The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over the SAT between Supplier and the Supplier where the end customer is any agency within the United States Department of Defense:



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No.	Title of Provision	FAR Clause
1	Prohibition on persons convicted of Fraud or other Defense – Contract related felonies	252.203-7001
2	Transportation of Supplies by Sea	252.247-7023
3	Notification of Transportation of Supplies by Sea	252.247-7024