52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.

As prescribed in 4.2004 , insert the following clause:

Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by *Kaspersky Lab Covered Entities*. (Dec 2023)

(a) *Definitions*. As used in this clause—

Kaspersky Lab covered article means any hardware, software, or service that–

(1) Is developed or provided by a *Kaspersky Lab covered entity*;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a *Kaspersky Lab covered entity*; or

(3) Contains *components* using any hardware or software developed in whole or in part by a *Kaspersky Lab covered entity*.

Kaspersky Lab covered entity means–

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition*. Section 1634 of Division A of the *National Defense* Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any *Kaspersky Lab covered article*. The Contractor is prohibited from—

(1) Providing any *Kaspersky Lab covered article* that the Government will use on or after October 1, 2018; and

(2) Using any *Kaspersky Lab covered article* on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement*.

(1) In the event the Contractoridentifies a *Kaspersky Lab covered article* provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor *shall* report, *in writing*, to the *Contracting Officer* or, in the case of the Department of Defense, 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 (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) 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 report pursuant to paragraph (c)(1) 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 a *Kaspersky Lab covered article*, any reasons that led to the use or submission of the *Kaspersky Lab covered article*, and any additional efforts that will be incorporated to prevent future use or submission of *Kaspersky Lab covered articles*.

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

(End of clause)

Parent topic: 52.204 [Reserved]