

**GENERAL FLOW DOWN REQUIREMENTS  
PRIME CONTRACT # N00024-12-C-24010  
DPAS RATING DO A3**

**1. DEFINITIONS.** The following terms shall have the meanings set forth below:

- a) **"Buyer"** means the corporate entity of a Textron Systems business unit which issued this Order;
- b) **"Buyer's Procurement Representative"** means Buyer's authorized representative whose name appears on the face of this Order;
- c) **"Customer"** means Buyer's customer at any tier including, if applicable, the U.S. Government;
- d) **"Order"** means the ordering document issued by Buyer such as purchase order, change order, subcontract or contract, including these General Terms and Conditions for Purchase Orders and any referenced documents;
- e) **"Parties"** means Buyer and Seller collectively
- f) **"Products"** means the goods and/or services furnished by Seller pursuant to this Order, including, without limitation, materials, drawings, data, media, information and other tangible and intangible property;
- g) **"Seller"** means the person or entity to which this Order is addressed and issued;
- h) **"Supplier"** means Seller, Seller's lower tier vendors, suppliers or subcontractors at any tier.

**2. ACCEPTANCE OF THE ORDER.** Unless pursuant to a Long-Term Agreement where acceptance will be in accordance with said Agreement, Seller shall be deemed to have accepted this Order upon the earliest of (a) written acknowledgement by Seller, (b) commencement of performance by Seller, or (c) Seller's receipt of any payment, partial or full, from Buyer under this Order. Acceptance of this Order is expressly made conditional on assent to the terms contained herein. By acceptance of this Order, Seller agrees to strictly comply with all of its terms and conditions and specifications, including those contained in all documents incorporated into this Order by reference. Buyer hereby rejects any different or additional terms in Seller's acceptance of this Order or in any Seller provided documentation (e.g. any preprinted terms on the back of Seller's invoice, or Seller's acknowledgment). Any and all different or additional terms shall not be construed as proposals for addition to this Order.

**3. PACKAGING AND SHIPMENT.** Seller shall make deliveries of all Products as specified in this Order without charge for packaging, invoicing, crating or storage, unless otherwise provided for in this Order. Unless otherwise specified on the face of this Order, all Products are to be packed in accordance with good commercial practices. All shipments of Products shall meet the shipping requirements found in the US Department of Transportation's regulations 49 CFR, the US Occupational Safety and Health Administration's Hazard Communication Standard (29 CFR 1910.1200) and the International Air Transport Association's Dangerous Goods Regulations. Unless otherwise specified in this Order, THE PRODUCT NAMED ON EACH LINE ITEM OF THIS ORDER MUST BE PACKAGED SEPARATELY to avoid comingling of Product part numbers. Seller shall provide commercial bills of lading with each shipment and invoice, including the number of pieces in and weight of the shipment. Seller shall plainly mark Order numbers and line item numbers on all invoices, packages, bills of lading and shipping orders. WITH EACH SHIPMENT, SELLER SHALL PROVIDE A PACKING LIST CLEARLY REFERENCING THE ORDER NUMBER, ORDER LINE ITEM, APPLICABLE PART NUMBERS, DESCRIPTION OF THE PRODUCTS, SIZES, QUANTITIES, AND SERIAL NUMBERS (IF APPLICABLE). THE PACKING LIST MUST CLEARLY DELINEATE LINE ITEMS WHEN MORE THAN ONE LINE ITEM IS INCLUDED IN THE SHIPMENT. Buyer's count and weight shall prevail relative to any shipment discrepancies. Seller shall mark containers or packages with any necessary lifting, loading, or other handling instructions. Shipments from foreign countries containing wood packaging materials (WPM) must conform to the regulatory requirements described at 7 CFR Part 319, Foreign Quarantine Notices. All documents and markings on containers shall be in English. If delays caused by Seller result in the need for premium transportation, the additional costs for the premium transportation shall be the sole responsibility of Seller. Seller must not prepay, insure, or declare value of any shipment made FCA shipping point.

**4. TITLE AND RISK OF LOSS.** Title to Products shall pass to Buyer only upon Buyer's final acceptance of the Products; however, passing of title shall not relieve Seller of any other obligations under this Order. Risk of loss or damage shall remain with Seller until delivery to Buyer at Buyer's designated facility, except that risk of loss or damage to Products that do not conform with the requirements of this Order shall remain with Seller until cured and/or until Buyer's final acceptance.

**5. INSPECTION.**

(a) All Products, including raw materials and components, and Seller's and its subcontractors' manufacturing facilities shall be subject to inspection and

test by Buyer, Buyer's Customer and/or the Government if this Order is issued under a U.S. Government prime contract, to the extent practicable at all times and places. The exercise of the right of inspection and test, however, shall in no way relieve Seller of its obligation to furnish all Products in strict accordance with this Order. If inspection and test are made on the premises of Seller or any subcontractor of Seller, Seller or such subcontractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspection and test required. All inspection tests shall be performed in such manner as not to cause delay. (b) All Products shall be subject to final inspection and acceptance by Buyer after delivery, notwithstanding prior payment. It is expressly agreed that payment does not constitute final acceptance. In the event sampling techniques are utilized by Buyer to ascertain Product acceptability, entire lots may be returned when acceptable quality levels indicate rejection. All Products delivered under this Order shall strictly comply with the technical requirements defined in this Order, absent Buyer's prior written consent. Final acceptance shall not be conclusive with respect to latent defects, fraud or such gross mistakes as amount to fraud.

(c) Nonconforming parts. In addition to any other remedies available to Buyer, Buyer, at its option, may either reject any Products not in conformity with the requirements and terms of an Order or rework the same at Seller's expense. Buyer may return any nonconforming Products to Seller for correction or replacement, at Buyer's election, at full invoice price plus all transportation charges and Buyer's handling charges for return and redelivery to be borne by Seller. No replacement of rejected Products shall be made unless specified by Buyer. If Seller fails to accept return of nonconforming Products or fails promptly to correct or replace same, Buyer, without limiting its other rights, may, at Seller's expense, correct or replace the nonconforming Products, to include associated costs for investigation, travel, rework, and any other costs necessitated by Seller's nonconformance. Products which have been rejected shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement Products shall be subject to the provisions of this clause and [Clause 10, Warranty](#), to the same extent as the original Products. Seller is responsible for any claims for a damages, losses, expenses that result from Seller's failure to comply with the requirements. (d) Where nonconforming Products are determined to be caused by Seller, Buyer shall charge Seller \$400.00 USD for each disposition request submitted.

**6. COUNTERFEIT PARTS PREVENTION.**

(a) For purposes of this Order, "Counterfeit Part" means a product or separately-identifiable component that: (i) is produced or altered to resemble or imitate an original or genuine product or new item without the authority or right to do so; (ii) does not contain the proper external or internal materials or components required by the original equipment manufacturer or original component manufacturer (collectively, "OEM"), nor constructed in accordance with the OEM's specification; (iii) are not traceable to an OEM sufficient to ensure authenticity in the OEM design or manufacture; (iv) has not successfully passed all OEM required testing, verification, screening, and quality control processes; or (v) may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. A part is a suspect Counterfeit Part if visual inspection, testing, or other information provide reason to believe that the part may be a Counterfeit Part.

(b) Seller represents and warrants that only new and authentic materials are used in Products to be delivered to Buyer under this Order and that the Products delivered contain no Counterfeit Parts or suspect Counterfeit Parts.

(c) Seller shall only purchase products to be delivered or incorporated as Products to Buyer directly from the OEM, or through an OEM authorized distributor chain. Such products shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. Seller must make available to Buyer, at Buyer's request, OEM documentation that authenticates traceability of the components to the applicable OEM.

(d) If this Order is issued under a U.S. Government contract and Seller is providing electronic parts or assemblies containing electronic parts to Buyer, then DFARS Clauses 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System and 252.246.7008, Sources of Electronic Parts, are hereby incorporated into this Order and Seller shall comply with all requirements contained therein.

(e) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has furnished Counterfeit Parts or suspect Counterfeit Parts to Buyer. Seller shall cooperate with Buyer in any investigation relating to such Counterfeit Parts or suspect Counterfeit Parts, including the impounding by Buyer or government agencies of the Counterfeit Parts or suspect Counterfeit Parts for purposes of investigation.

(f) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Order addressing the

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authenticity of Products. To the extent such provisions conflict with this clause, this clause shall prevail.

(g) In the event that Products delivered under this Order constitutes or includes Counterfeit Parts or suspect Counterfeit Parts, Seller shall, at its expense, promptly replace such Products so as to conform to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to Counterfeit Parts or suspect Counterfeit Parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts, including without limitation Buyer's and Buyer's Customer's costs of removing Counterfeit Parts, of installing replacement Products and of any testing necessitated by the reinstallation of the Products after Counterfeit Parts have been exchanged. All such costs shall be deemed direct damages. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Order.

(h) Seller shall include the requirements of this paragraph or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Products to Buyer.

**7. DELIVERY.**

(a) Shipment. The Order will be governed by the provisions of Incoterms® Rules as published by the International Chamber of Commerce 2020, Paris, France. Delivery shall be FCA point specified on the Order Deliveries shall be strictly in accordance with Buyer's delivery schedule, and time is of the essence for this Order, and no acts of Buyer, including without limitation, modifications to this Order or acceptance of late deliveries, shall constitute a waiver of this provision. Buyer may seek compensation for any damages, losses, or expenses that result from Seller's failure to comply with the requirements.

(b) Schedule/Timely Performance. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer, ship via air or other expedited routing, at no additional cost to Buyer, to avoid or minimize delay to the maximum extent possible.

(c) Early Shipments/Over shipments. Seller shall not make product commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of Buyer's delivery schedule. At Buyer's sole discretion, early shipments or excess quantities may be stored at Seller's expense, or returned at Seller's risk and expense at the full invoice price plus transportation charges and Buyer's handling charges.

**8. NOTIFICATIONS.** Notices and authorizations pursuant to or regarding this Order shall be in writing and shall be delivered in person; by registered or certified mail (in each case, return receipt requested and postage prepaid); by nationally recognized overnight courier (with all fees prepaid and proof of delivery); by facsimile; by email; or as otherwise designated by written notice from either party to the other.

When Seller anticipates making any of the following changes, Seller shall provide written notification of the anticipated change to Buyer not less than thirty (30) days prior written notice to making the change:

- Change in Seller's suppliers, which have been previously approved by Buyer.
- Change in Seller's quality or process certification (NADCAP, ISO/AS, Government, etc.).
- Change in machinery or inspection methods/techniques, which have been previously approved by Buyer.
- Change in Seller's plans or processes, including any control or frozen plans, which have been previously approved by Buyer.
- Change of geographical location for manufacture of the Products.

At least ten (10) days prior to the occurrence of any of the following, Seller shall provide written notification of such event to Buyer:

- Change in company ownership.
- Change in senior or site management, including Quality management.
- Major reduction/change in workforce.
- Acquisitions that may impact current operation or key personnel.

**9. INVOICES.** An itemized invoice must be sent promptly to Buyer's Accounting Department for Products delivered and accepted as herein provided. Seller shall issue a separate original invoice for each delivery of Products that shall include Buyer's Order number and line item number. Delays in receiving invoices shall be considered just cause for withholding payment without losing any discount privilege. Payment terms are net thirty (30) days unless otherwise provided on the face of this Order. Each payment made shall be subject to reduction to the extent of amounts which

are found by Buyer not to have been properly payable, and shall also be subject to reduction for overpayments. Except as otherwise provided in this Order, no payment for extras shall be made unless such extras and the price have been authorized by Buyer's Procurement Representative.

**10. WARRANTY.** Seller warrants to Buyer and its customers that all Products (other than services) covered by this Order shall strictly conform to the specifications, drawings, samples, symbols or other descriptions specified by Buyer; shall be free from any liens or encumbrances; shall be new, merchantable, and free from defects in design, material and workmanship; that no conflict of interest exists between the services and Products to be provided under this Order and Seller's other activities. Seller shall immediately advise Buyer of any such conflict of interest or potential conflict of interest which arises during performance of this Order and all Products covered by this Order, which are in accordance with Seller's design, drawings or specifications, and shall be fit and suitable for the purpose intended. Seller warrants that the Products (other than services) shall continue to be free from defects in design, material and workmanship for a period of twenty-four (24) months from the date of receipt by Buyer, unless the Seller's standard warranty is for a longer period or unless otherwise stated on the face of the Order. In addition to any other remedies available to Buyer, Buyer may return any nonconforming Products to Seller for correction or replacement, with all transportation charges and Buyer's handling charges for return and redelivery to be borne by Seller. If Seller fails to accept return of nonconforming Products or fails promptly to correct or replace same, at Buyer's election, Buyer, without limiting its other rights, may, at Seller's expense, correct or replace the nonconforming Products or procure the Products from another subcontractor and charge the cost to Seller, such costs to include associated investigation, travel, rework, and any other costs necessitated by Seller's nonconformance. Products which have been rejected pursuant to this clause shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement Products shall be subject to the provisions of this clause to the same extent as the original Products and shall be from the delivery date of the repaired or replaced Products.

If the Products provided under this Order includes services, then Seller warrants and represents that the services will be performed in a professional and workmanlike manner and will conform in all material respects to the statement of work or, to standard industry practice if there is no statement of work. This warranty will remain in effect for a period of ninety (90) days following completion of the services. If Seller breaches this warranty, Buyer may demand Seller to re-perform the non-conforming services or, at Buyer's option to request a refund for the non-conforming services.

These warranties are in addition to all other warranties specified herein or implied by law and shall survive acceptance and payment. All warranties shall run to Buyer, its successors, assigns, customers, and the users of the Products.

**11. CHANGES. Only Buyer's Procurement Representative has authority to make changes in, to amend, or to modify this ORDER on behalf of BUYER. Such changes, amendments or modifications must be in writing and signed by BUYER'S Procurement Representative.**

Buyer may at any time by a written order, and, without notice to sureties, if any, make changes within the general scope of this Order, in any one or more of the following:

- Drawings, designs or specifications;
- Method of shipment or packing;
- Place or time of delivery;
- Reasonable adjustments in quantities or delivery schedules or both;
- Terms and conditions of this Order required to meet Buyer's obligations under Buyer's Customer and/or Government prime contracts or subcontracts;

and if this Order includes services:

- A description of services to be performed;
- Time of performance (e.g. hours of the day, days of the week, etc.); and
- Place of performance.

If any such change causes an increase or decrease in the cost and/or the time required for performance of this Order, Seller must notify Buyer in writing within 10 calendar days of its intent to pursue an equitable adjustment. Seller must submit its claim for an equitable adjustment within thirty (30) calendar days of its aforementioned notice. Seller shall have no other remedies after this period. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this Order in writing accordingly. Notwithstanding the foregoing, Seller shall immediately comply with such direction pending any equitable adjustment, if any.

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**12. APPROVALS.** Wherever this Order provides for submittal of designs, components, or other items for approval of Buyer, such approvals shall not be construed as Buyer's agreement as to the adequacy of said design, component, or item, nor as an agreement or acknowledgment that the design, component, or item shall meet the requirements of this Order. Such approvals are solely for the purpose of ensuring Buyer's knowledge of Seller's plans and progress and shall indicate only that Seller's general approach towards meeting requirements under this Order is satisfactory. Such approvals shall in no way relieve Seller of its responsibility for any error or deficiency which may exist in the submitted design, component, or other item, as Seller shall be responsible for meeting all the requirements of this Order.

**13. SUSPENSION OF WORK.**

(a) By written notice Buyer reserves the right to suspend work under this Order for a period not to exceed 180 days. Within such period of any suspension of work, Buyer shall: (i) cancel the suspension of work order; (ii) terminate this Order in accordance with [Clause 18, Termination for Convenience](#) of this Order; (iii) cancel this Order in accordance with [Clause 16, Termination for Default](#) of this Order; or (iv) extend the stop work period. Upon receipt of such written notice, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Products covered by the Order, including costs incurred by subcontractors, during the period of work stoppage.

(b) Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if: (i) this Order is not canceled or terminated; (ii) the suspension results in a change in Seller's cost of performance or ability to meet the Order delivery schedule; and (iii) Seller submits a claim for adjustment within twenty (20) days after the suspension is canceled. In the event the suspension of work is due to actions of the U.S. Government, such equitable adjustment shall be subject to the equitable adjustment provided by the U.S. Government.

**14. ADMINISTRATION.**

(a) Notwithstanding any other provisions of this Order or any document referenced herein, Buyer's Procurement Representative has the sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements as defined in this Order.

**15. MODIFICATION OF ORDER.** This Order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by Buyer's Procurement Representative and delivered by Buyer to Seller.

**16. TERMINATION FOR DEFAULT.**

(a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order if Seller: (i) fails to make delivery of the Products or to perform the work or services within the time specified herein; (ii) fails to perform any other provision of this Order or breaches any of the terms hereof; (iii) fails to provide adequate assurance of future performance; (iv) fails to make progress so as to endanger performance of this Order in accordance with its terms; or (v) files or has filed against it a petition in bankruptcy or becomes insolvent or suffers a material adverse change in financial condition. Seller shall have ten (10) days (or such longer period as Buyer may authorize in writing) to cure any such failure after receipt of notice from Buyer specifying such failure. Upon failure to cure the default, Buyer may give Seller written notice of Termination for Default. Default involving delivery schedule delays or adverse change in financial condition shall not be subject to the cure provision.

(b) Following a termination for default of this Order, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Products, (ii) any partially completed Products and materials, parts, tools, dies, jugs, fixtures, plans, drawings, information, and contract rights (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its customer has an interest.

(c) If Buyer terminates this Order in whole or in part, in addition to any other remedies of Buyer at law or equity or under this Order, Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, Products similar to those terminated, and Seller shall pay Buyer upon demand all excess reprourement costs (including administrative costs) that Buyer may incur for such reprourement. If after termination for default under this Order,

it is determined that Seller was not in default, such termination shall be deemed a termination for convenience.

(d) Seller shall continue performance of the non-terminated portion of this Order as directed by Buyer.

**17. BUYER'S REMEDIES.** All rights and remedies of Buyer set out in this Order are cumulative and are in addition to any remedies provided at law or equity.

**18. TERMINATION FOR CONVENIENCE.**

(a) Buyer may terminate, for its convenience, the whole or any part of the work required under this Order by delivering to Seller a written notice of termination specifying the work terminated and the effective date thereof.

(b) Upon receipt of said notice, Seller must immediately cease work and shall immediately cause any and all of its suppliers and subcontractors to cease work, including but not limited to the manufacture and procurement of materials for the fulfillment of the terminated portion of the Order, and upon request deliver to Buyer all completed and partially completed Products and work in process, as well as any other deliverables described below.

(c) In the event Seller has a claim for adjustment, it must notify Buyer in writing of its intent to file a claim within twenty-one (21) calendar days from the effective date of termination. Seller's final termination claim must be submitted to Buyer within sixty (60) calendar days from the date that Seller's intent to file a claim was submitted to Buyer. Seller shall have no other remedies after this period.

(d) Buyer's only obligation shall be to pay Seller a percentage of the price reflecting the percentage of the work performed prior to the notice of termination plus reasonable charges Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system have resulted from the termination. Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided. In the event that Buyer terminates this Order pursuant to Government direction, Seller's recovery of termination costs shall be limited to the extent that Buyer is able to recover such costs from the Government.

(e) In no event shall Buyer be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or any amount in excess of the total Order price.

(f) Upon Buyer's request, Seller shall make reasonably available to Buyer, any books, records or documents supporting Seller's termination claim proposal.

(g) Upon Buyer's payment to Seller, title to all deliverables shall vest in Buyer. Deliverables include, but are not limited to: Products, work-in-progress, Special Tooling, Special Test Equipment, plans, drawings, specifications, or other information acquired under this Order. Buyer's right of termination is in addition to and not in derogation of Buyer's rights under [Clause 16, Termination for Default](#), hereof. Notwithstanding the issuance by Buyer of a notice of termination hereunder, any rights of Buyer based on prior breach of performance by Seller shall survive. Upon receipt of a notice of termination, Seller shall continue with performance of any work not terminated under this Order. Seller shall also protect and preserve all property related to this Order that is in the possession of Seller and in which Buyer has or may acquire an interest.

**19. INTELLECTUAL PROPERTY.**

Except for Orders funded by the U.S. Government, any copyright, trademark, trade secret, software, data, idea, concept, process, formula, invention, system, report or other intellectual property resulting from any Seller work performed for the Order, derived from or based on information supplied by Buyer, or conceived or reduced to practice by Seller using Buyer's funds, will be the sole property of Buyer. Seller agrees to assign and hereby assigns to Buyer any interest Seller may have in such intellectual property right or invention(s) conceived by Seller or reduced to practice by Seller. All drawings, specifications and data furnished by the Buyer to the Seller shall remain the property of the Buyer and shall not be disclosed to others by the Seller and shall be used by Seller only as and to the extent required for the performance of the Order, unless otherwise approved by Buyer in writing.

Seller agrees:

(a) to defend, hold harmless and indemnify Buyer, its successors, affiliates, agents and customers, against claims of direct or contributory infringement or inducement to infringe any third party's intellectual property (including, without limitation, any patent, trademark, copyright, industrial design right or misuse or misappropriation of trade secret) and against any resulting damages or expenses, including attorneys' and other professional fees, settlements and judgments, arising in any way in relation to Products or services procured or provided by Seller (including, without limitation, their manufacture, purchase, offer for sale, use and/or sale), including such claims where Seller has provided only part of the Products, and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification, except to the extent such

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infringement is actually embodied in designs created by Buyer that are required by this Order. Seller shall, at its own expense, either procure for Buyer the right to continue to sell and use the item or replace or modify the item so that it becomes non-infringing;

(b) to waive any claim against Buyer, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against Seller for infringement of any intellectual property (including, without limitation, any patent, trademark, copyright, industrial design right or trade secret);  
(c) that Buyer and its subcontractors and direct or indirect customers have the worldwide, irrevocable right to repair, reconstruct or rebuild, and to have repaired, reconstructed or rebuilt, Products delivered under this Order without payment of any royalty or other compensation to Seller;  
(d) that manufactured parts based on Buyer's designs, drawings or specifications may not be used in any manner for Seller's or Seller's affiliates and suppliers own use or sold to third parties without Buyer's express written consent; (e) to promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and to cause its employees to sign any papers necessary to enable Buyer to obtain title to each invention, discovery or improvement and to file applications for patents throughout the world;  
(f) to the extent that this Order is issued for the creation of copyrightable works, that the works shall be considered "works made for hire," and, to the extent that the works do not qualify as such, to assign to Buyer upon delivery thereof all right, title and interest in all copyrights therein (including, without limitation, any source code);  
(g) to give Buyer or its designees all assistance reasonably required to perfect any such rights; and  
(i) if this Order includes Products which are for use in connection with a U.S. Government prime contract or subcontract, then this Clause does not change the rights in technical data that the U.S. Government obtains pursuant to any FAR or DFARS clauses incorporated into this Order through Attachment I.

**20. DRAWINGS.** Seller acknowledges that it has available to it all specifications, drawings, data, and other documents referenced in this Order and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.

Buyer's Drawings. All drawings, specifications and data furnished by Buyer to Seller hereunder shall remain the property of Buyer or Buyer's Customers (as the case may be) and shall not be disclosed by Seller and shall be used by Seller only as and to the extent required for the performance of this Order, unless otherwise approved by Buyer in writing. Upon completion of work by Seller under this Order and upon Buyer's request, Seller shall promptly return to Buyer all drawings, specifications and other data furnished by Buyer in connection herewith, together with all copies or reprints in Seller's possession or control, and Seller shall thereafter make no further use, either directly or indirectly, of any such drawings, specifications, data or any information derived there from, without Buyer's prior written consent.

Seller's Drawings. If the performance of the Order obligates Seller to manufacture Seller-designed Buyer part numbered Products to Seller's drawing revision level and where manufacturing will be to a different revision level, Seller will provide Buyer released updated drawings with explanation as to how the present configuration differs from the specified or approved revision level configuration. Seller must receive Buyer's approval of any updated drawing prior to the manufacturing and shipment of Products to Buyer.

Seller and Buyer agree that part and/or model numbers (as applicable) used in Seller's and Buyer's designations (drawing, specification, or otherwise) are not trademarked by either party or by a third party. To the extent Seller claims an Intellectual Property right to any part and/or model number used in a particular designation, Seller hereby grants to Buyer an irrevocable license to Buyer to use such Intellectual Property in application, use, and maintenance of Type Certificates and other similar configuration documents. In the event such part and/or model numbers are subject to an Intellectual Property claim by a third party, Seller shall procure, at no cost to Buyer, license rights as designated in the previous sentence.

No review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared by Seller will be construed to relieve Seller in any way from design responsibility for the Products to be delivered hereunder, or from responsibility to comply with the requirements of the Order.

**21. PROTECTION OF PROPRIETARY INFORMATION.**

Buyer and Seller agree to comply with the terms of any nondisclosure agreement(s) executed between the Parties and to comply with all proprietary information markings and restrictive legends on information provided hereunder by either Party. Seller agrees not to use any Buyer-provided information for any purpose except to perform the Order and

agrees not to disclose such information to third parties without the prior written consent of the Buyer.

If Products are manufactured with reference to Buyer's proprietary information or materials, Seller agrees that it shall not sell or offer such Products for sale to anyone other than Buyer without Buyer's prior written consent.

However, nothing in this Order, or in any non-disclosure agreement applicable to this Order, shall be construed as restricting either Party from reporting waste, fraud, or abuse related to the performance a Government contract to a designated investigative or law enforcement representative of a Federal department or such agency authorized to receive such information.

**22. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS).**

(a) This clause only applies to an Order that includes the delivery of software (including software residing on hardware).

(b) Seller shall disclose to Buyer in writing any FLOSS that Seller intends to use or will be delivered in connection with this Order and shall obtain Buyer's prior written consent before using or delivering such FLOSS in connection with this Order. Buyer may withhold such consent in its sole discretion.

(c) As used herein, "FLOSS License" means the General Public License ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any:

(1) open source, publicly available, or "free" software, library or documentation; or

(2) software that is licensed under a FLOSS License; or

(3) software provided under a license that:

(a) subjects the delivered software to any FLOSS License; or

(b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge; or

(c) obligates Buyer to sell, loan, distribute, disclose or otherwise make available or accessible to any third party:

(i) the delivered software, or any portion thereof, in object code and/or source code formats; or

(ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(e) Seller agrees to defend, indemnify, and hold harmless Buyer, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, relating to use in connection with this Order or the delivery of FLOSS.

**23. UNDEFINITE ORDERS.** If this is an undefinitized Order, by acceptance of this Order per [Clause 2, Acceptance of the Order](#), Seller agrees:

(a) to submit (if not already submitted): (i) a fixed price, or cost-and-fee-type, quote/proposal, as appropriate to the type of Order noted elsewhere in this Order, and (ii) the supporting cost or pricing data if requested by Buyer.

(b) to enter promptly into negotiations in good faith to definitize undefinitized issues prior to the target dates set forth elsewhere in this Order. All terms, conditions, and specifications referenced in the Order shall apply. Federal Law, Executive Orders and Government Procurement Regulations applicable to a definitized Order of the type anticipated by this undefinitized Order shall apply.

(c) to proceed immediately to procure materials and take such other actions as are proper and called for to ensure that the supplies may be delivered or services performed on time. Seller is not authorized to incur obligations which would result in a termination liability to Buyer in excess of the funded amount set forth in this Order authorized through to the anticipated definitization date established in this Order or through such extension of time as may be granted by Buyer in a written amendment to this Order.

(d) in the event this Order is not definitized by the anticipated definitization date established in this Order, this undefinitized Order shall continue in full force and effect until the Buyer, at Buyer's election, has either extended or terminated this order via a Change Order. If the order is terminated, Seller will be paid an amount determinable in accordance with [Clause 18, Termination for Convenience](#) hereof.

**24. PRICE WARRANTY.** Seller warrants that the prices charged under this Order do

not exceed those charged by Seller to any other customer, including preferred customers and the U.S. Government, for purchase of the same or substantially similar

Products or services in like or similar quantities.



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**25. TAXES.** Unless this Order specifies otherwise, the price of this Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Contract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. In case it shall be determined that any tax included in the prices herein was not required to be paid by Seller, Seller agrees to notify Buyer, to make prompt application for the refund thereof, to take all proper steps to procure the same, and, when received, promptly pay the same to Buyer.

**26. WORK ON BUYER'S OR ITS CUSTOMER'S PREMISES.**

(a) If this Order involves work by Seller on Buyer's or Buyer's Customer's premises, Seller and Seller's Suppliers shall comply with all safety and security regulations and shall take all precautions required by Buyer or otherwise necessary to prevent the occurrence of any injury to person or property during the progress of such work. Seller shall promptly inform Buyer of any injury or damage that occurs.

(b) Seller shall provide timely notice to Buyer prior to the introduction to the premises of any hazardous material, as defined in any Federal, state, or local law or ordinance or in any lawful order, rule or regulation there under applicable to the premises. Seller shall equip its employees, agents and subcontractors for the use of such hazardous material, and for the use of such other hazardous materials, as identified by Buyer to Seller, used by Buyer on the premises.

(c) Buyer may, at its sole discretion, remove or require Seller to remove any specified personnel of Seller from Buyer's or Buyer's Customer's premises and request that such personnel not be reassigned to any Buyer premises under this Order. Any costs arising from or related to removal of Seller's employee shall be borne solely by Seller and not charged to this Order.

**27. SPECIAL TOOLS AND/OR SPECIAL TEST EQUIPMENT.**

(a) Unless otherwise provided herein, special tools means equipment, dies, jigs, fixtures molds, patterns, taps, gauges, and patterns all components of these items (hereinafter collectively referred to as "Special Tooling"), used in the manufacture of Products shall be furnished by and at the expense of Seller, shall be kept in good condition, and, when necessary, shall be replaced by Seller without expense to Buyer. Special Test Equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing (hereinafter collectively referred to as "Special Test Equipment") in performing this Order.

(b) If the price stated on the face of this Order does not include the cost of the Special Tooling and/or Special Test Equipment, Buyer may, at any time, reimburse Seller for the actual cost of any of the Special Tooling and/or Special Test Equipment and become the owner of same. Upon receipt of Buyer's payment for the Special Tooling and/or Special Test Equipment, Seller agrees to immediately deliver possession of the Special Tooling and/or Special Test Equipment to Buyer. If the price stated on the face of this Order does include the cost of any Special Tooling and/or Special Test Equipment fabricated or acquired by Seller for the purpose of filling this Order, such Special Tooling and/or Special Test Equipment, and any process sheets related thereto, shall become the property of Buyer and shall be identified by Seller as such. Unless otherwise specified in this Order, Buyer shall make payment for the Special Tooling and/or Special Test Equipment only upon acceptance of the first run of Products fabricated therewith. In the event that any Special Tooling and/or Special Test Equipment becomes the property of Buyer, Seller shall, at its own expense,

(i) maintain such Special Tooling and/or Special Test Equipment in proper working order, (ii) be responsible for such Special Tooling and/or Special Test Equipment as set forth in [Clause 28, Furnished Property](#), below, and (iii) shall use the same only for the completion of Orders from Buyer, unless otherwise authorized in writing. Seller shall follow its normal industrial practice in maintaining property control records for such Special Tooling and/or Special Test Equipment, and, when this Order has been completed, such Special Tooling and/or Special Test Equipment shall be disposed of as Buyer may direct.

(c) Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder.

**28. FURNISHED PROPERTY.** Buyer may provide to Seller property owned by either Buyer or its Customer (Furnished Property). Unless previously authorized in writing by Buyer's Procurement Representative, Furnished Property shall be used only for the performance of this Order. Title to Furnished Property shall, at all times, remain in Buyer or its Customer, as applicable. Seller assumes the risk of and shall be responsible for any loss thereof or damage to the Furnished Property however caused while in Seller's possession, custody, or control, including any transfer to Seller's subcontractors. Seller shall clearly mark, maintain an inventory of, and keep

segregated or identifiable all Furnished Property and all other property to which Buyer acquires an interest by virtue of this Order. Seller shall immediately notify Buyer's Procurement Representative, in writing, if Furnished Property is lost, damaged, or destroyed. Without limiting the foregoing, Seller agrees to procure property insurance satisfactory to Buyer, insuring to the full insurable value of all Furnished Property in Seller's possession, against loss of or damage resulting from fire or theft (including extended coverage, malicious mischief and vandalism) or Seller's negligence. Seller shall provide Buyer with a certificate of insurance. Such certificate shall contain the policy number, effective date, expiration date and a statement noting Buyer as an additional insured. Seller's applicable insurance policies shall be primary to all policies of Buyer. Seller further agrees to pay all taxes assessed against the Furnished Property or the use thereof while in Seller's possession and to file all necessary declarations and reports in connection therewith.

Buyer shall not be liable for any loss, damage or expense resulting, directly or indirectly, from any delay in delivery or non-delivery of any of the Furnished Property or from any Furnished Property that is determined to be defective. Buyer's liability for any claims in any way related to Furnished Property is expressly limited to the replacement of defective property returned to Buyer by Seller within thirty (30) days of Seller's receipt of such defective property. Upon completion or termination of this Order, Seller shall notify Buyer in writing of any Furnished Property that remains in Seller's possession. Buyer shall then instruct Seller as to the return or disposition of such Furnished Property. If Buyer requests that any of the Furnished Property be returned, Seller shall deliver such property to Buyer in good condition, subject to ordinary wear and tear and normal manufacturing losses.

**29. SAFEGUARDING PRODUCTS IN PROCESS.** In all Orders where progress payments or milestone payments are made by Buyer, Seller must properly safeguard against loss, damage and/or theft of all Products, work-in-process, Special Tooling, Special Test Equipment, plans, drawings and specifications.

**30. RIGHT OF ACCESS TO FACILITIES AND RECORDS.** Subject to all applicable Government security regulations, acceptance of this Order shall grant to authorized representatives of Buyer and its Customer (with the prior concurrence of Buyer's Procurement Representative) right of access to all facilities involved in performing work under this Order and to all applicable records in order to review progress, discuss problems/failures and witness testing pertaining to the requirements of this Order. Additionally, Buyer and its Customer shall have the right to examine, reproduce and audit all Seller's records related to pricing, incurred costs and proposed costs associated with any proposals (prior to or after contract award), invoices or claims. Seller shall provide adequate information on performance of this Order in response to any other reasonable requests by Buyer and/or its Customer.

**31. PARTS OBSOLESCENCE.**

(a) Buyer may desire to place additional orders for any Products purchased hereunder. Accordingly, Seller shall provide Buyer with a Last-Time-Buy Notice at least twelve (12) months prior to any action to discontinue any Products purchased hereunder. If Seller fails to provide this notice with at least twelve (12) months notice, Seller shall be liable for any procurement costs, including but not limited to Buyer's administrative costs, to obtain an alternate product.

(b) The price of this Order shall not be subject to adjustment due to any Seller claim of parts obsolescence. Seller certifies that Seller has taken parts obsolescence into account as it relates to the price of this Order.

**32. DISPOSAL OF PRODUCTS.** Seller shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective Products without defacing or rendering such Products unsuitable for use. Upon completion or termination of this Order, Seller shall, at Seller's expense, dispose of all Products, including partially completed Products, as required or directed by Buyer.

**33. PRODUCT ORIGIN.**

(a) Prior to finalizing the Order or prior to release of the shipment of Products to Buyer, Seller must provide Buyer a statement specifying the Country of Origin, the Product name and description, Buyer and Seller part number, Harmonized (Tariff) Schedule (HTS/HS) number, and manufacturer name and location. Seller will also provide, as requested, any other documentation that is required for U.S. and/or Canadian Customs and other Government agency compliance.

(b) If the Products provided under the Order qualify for preferential duty treatment under a Free Trade Agreement such as the United States-Mexico-Canada Agreement (USMCA), Seller must provide Buyer's Global Trade Compliance Department with a USMCA or other Certificate of Origin to

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enable Buyer to claim preferential duty treatment at the time of entry. Seller acknowledges that the Certificate will be used by Buyer as proof of eligibility for preferential duty treatment, and agrees to provide full cooperation to Buyer for any U.S., Canadian, or other foreign Customs inquiries into preferential duty claims that arise out of any Product furnished under the Order. Unless Buyer requests individual Certificates for each shipment, Seller may provide annual blanket Certificates to cover multiple shipments during the calendar year.

(c) Seller will send Certificates of Origin or statements specifying Country of Origin to Buyer at the e-mail, address, or fax numbers provided within the request for quote.

(d) Seller must notify Buyer in writing of any change in the Origin of the Product.

(e) Buyer will notify Seller in writing if Seller fails to supply documentation required under Paragraphs (a) through (d) of this clause, and Seller agrees to provide Buyer

the relevant documentation within 30 days of receipt of notice from Buyer.

(f) Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

**34. CONFLICT MINERALS.** Seller acknowledges that Buyer's ultimate parent company, Textron Inc., is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") and the implementing rule promulgated by the U.S. Securities and Exchange Commission ("SEC") which require reporting related to tin, tantalum, tungsten and gold (the "Conflict Minerals") contained in products sold by Buyer. Seller shall promptly provide such written certifications concerning Conflict Minerals contained in Products, components, parts, and materials supplied to Buyer by Seller as Buyer may request from time to time. Seller acknowledges that for purposes of any reports Textron Inc. may file with the SEC, Buyer and Textron Inc. will rely on the accuracy and completeness of each such certification. Seller represents and warrants that it has adopted and will maintain a supply chain policy and procedure to conduct, and require its suppliers to conduct, a reasonable inquiry to determine (i) whether the products, components, parts, or materials supplied to Buyer contain Conflict Minerals, and (ii) whether the source of any such Conflict Minerals not derived from recycled or scrap materials may be from the Democratic Republic of the Congo or an adjoining country and if so to perform due diligence to identify the facilities used to process such Conflict Minerals and make efforts to identify the location of each mine or location of origin of such Conflict Minerals with the greatest possible specificity. Seller represents, warrants and certifies that its Products, parts, components and materials are not, and will not be, produced with child, indentured or forced labor.

**35. COMPLIANCE WITH APPLICABLE LAWS.** Seller agrees that, in the performance hereof, it shall comply with all applicable laws, both foreign and domestic, statutes, rules, regulations or orders, and same shall be deemed incorporated herein by reference. Seller shall indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense, including lost profit, attorneys' fees, and court costs, resulting from any failure or alleged failure of Seller to comply with any applicable laws, statutes, rules, regulations, or orders, including, without limitation, the export/import laws of the United States.

**36. EXPORT/IMPORT COMPLIANCE.**

(a) The Parties acknowledge that the Product(s), parts and components thereof, information related thereto (including any designs, drawings, and technical documents; hereinafter referred to as "Technical Data"), and any related assistance rendered (including any Defense Service as defined in 22 CFR 120.9; hereinafter referred to as "Technical Assistance") furnished or disclosed to either Party under this Agreement (collectively, the "Subject Items") are subject to U.S. and/or foreign export laws and regulations (hereinafter "Export Laws and Regulations"), including but not limited to the Arms Export Control Act of 1976 (22 USC §§ 2751, *et seq.*, the "AECA"), the International Traffic in Arms Regulations (22 C.F.R. 120, *et seq.*, the "ITAR"), the Export Control Reform Act of 2018 (50 U.S.C. §§ 4801, *et seq.*, the "ECRA"), the Export Administration Regulations (15 C.F.R. 731, *et seq.*), and their successors. The relevant Export Laws and Regulations may restrict export, transfer, or re-export of the Subject Items, and further apply to any product(s) manufactured by either Party, its subsidiaries, affiliates, and suppliers, by use of such Technical Data and/or Technical Assistance.

(b) As required for performance of the Order, each Party will be responsible for obtaining, recording, filing, and maintaining any applicable authorization for the transfer of Subject Items and all related documentation, including any

licenses and permits, as well as for the payment of associated fees. If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or the furnishing of defense services (as those terms are defined in the ITAR), Seller represents that it is registered with the Directorate of Defense Trade Controls and maintains an effective trade compliance program in accordance with the ITAR and any other applicable Export Laws and Regulations.

(c) Seller will provide appropriate certification to Buyer regarding the export classification of the Subject Items provided to Buyer on the United States Munitions List ("USML"), the Commerce Control List ("CCL"), or the applicable country's equivalent thereof.

(d) Seller shall not give any Foreign Person (as that term is defined in 22 C.F.R. 120.16 and 15 C.F.R. Part 722) access to the Subject Items without prior written consent from the Buyer. Any request for such consent must state the intended recipient's citizenship(s) and status under 8 U.S.C. § 1324b(a)(3), reason for access to the Subject Item(s), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph shall relieve Seller of its obligations to comply with the provisions of the applicable Export Laws and Regulations or this clause, nor shall any such consent constitute a waiver of the requirements of this clause or consent for Seller to violate any provision of the Export Laws and Regulations.

(e) Specially Designated Nationals. Seller shall not export, re-export, or transfer any Subject Items to any U.S. Government-designated Specially Designated National or other restricted party (collectively, "Restricted Parties"), including any country, government, or entity subject to U.S. economic sanctions, persons or entities owned or controlled by any Restricted Party, and any export-restricted country or debarred party designated by the relevant U.S. Government agency.

(f) Subcontracts. The substance of this clause shall be incorporated into any lower-tier subcontract or purchase order entered into by Seller for the performance of any part of the work under this Order.

**37. OFFSET CREDITS FOR FOREIGN PROCUREMENTS.** Buyer represents that its business base consists, in part, of international orders, and that it must, from time to time, enter into international offset agreements to secure such orders. To the extent that the Products ordered hereunder are components of Buyer's products sold to a foreign nation or concern or are non-recurring activities, tooling, equipment, engineering, etc. associated with Buyer's products sold to a foreign nation or concern, and in recognition that such sale results, directly or indirectly, in business opportunities, sales or revenue for Seller, Seller agrees to cooperate with Buyer in the fulfillment of any offset program obligations that Buyer may be required to accept as a condition of such foreign sale. Seller hereby commits to assume and discharge a proportionate share of said offset obligation(s), either directly or through a mutually agreeable third party, by engaging in such activities as subcontracting, co-production, co-development, technology transfers, counter trade, investments, joint ventures, etc. for Buyer's customer countries.

Buyer expressly claims the right to all industrial benefits and other offset credits arising with respect to any Products ordered hereunder, including any related issues by Seller to sources in the foreign customer's country. Seller agrees to provide all necessary information in such form as may be required to enable Buyer to obtain the aforementioned offset credits.

**38. GRATUITIES, KICKBACKS, BUSINESS CONDUCT AND ETHICS.**

Buyer is committed to building strong business relationships with its suppliers based on lawful, honest, ethical, and impartial business practices. Buyer's expectation is that Seller will also conduct its business in a lawful, honest, ethical, and impartial manner. Seller (or any agent or representative of Seller) shall not offer or provide gratuities or kickbacks to any employee of Buyer. Failure of Seller to honor this commitment may, at Buyer's option, result in immediate termination of the Order in accordance with [Clause 16, Termination for Default](#), without provision for cure. Buyer's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. Seller shall comply with the Textron Code of Conduct for Suppliers and Other Business Partners, available at [https://www.textron.com/assets/BCGs/Textron\\_Code\\_of\\_Conduct\\_Suppliers\\_Business\\_Partners.pdf](https://www.textron.com/assets/BCGs/Textron_Code_of_Conduct_Suppliers_Business_Partners.pdf)

**39. ENVIRONMENTAL AND SAFETY POLICIES.** All work shall be performed by Seller in full compliance with all applicable federal, state and local government environmental, health, and safety laws and regulations, and all applicable ISO 14001 policies, or similar policies, enacted by Buyer's facility receiving the Products. All work performed on Buyer's premises shall be performed in conformity with all plant environmental and safety requirements specified by Buyer. All of Seller's and Seller's Supplier personnel performing work under this Order shall be fully trained and otherwise qualified and competent to perform work assigned to them that has actual or potential environmental impacts. Seller shall indemnify, hold

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Buyer harmless, and at Buyer's election, defend Buyer and its Customer(s) and their respective officers, directors, employees, and agents to the full extent of any loss, damage, or expense, including lost profit, attorney's fees and court costs, that relates to environmental damages, property damage and/or personnel injury, including injury to remediation personnel, and all related liabilities and associated costs relating to or arising from Seller's performance under this Order.

In addition, for all work performed on Buyer's premises: 1) Seller shall provide immediate notice, orally and in writing, to Buyer's Environmental Health and Safety Department of all environmental-related accidents, incidents, and/or damage or liability claims by third parties, of which Seller becomes aware during the performance of work by Seller under this Order; 2) a Seller's representative shall be able to read, speak and understand the English language well enough to safely follow and understand signage and instructions and instruct those personnel who may not understand the signage and instructions.

**40. RECORDS RETENTION.** For non U.S. Government funded Orders, Seller shall retain all applicable records related to the work hereunder, including its subcontractor records, for five (5) years after final payment by Buyer. For U.S. Government funded Orders, Seller should refer to [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulations for guidance on records retention.

**41. SET-OFF.** Seller agrees that Buyer shall have the right to set-off against any amounts, which may become payable by Buyer to Seller under this Order or otherwise, any amounts which Seller may owe to Buyer, including any loss, damage, expense, cost or liability, whether arising under this Order or otherwise.

**42. INDEMNIFICATION AND INSURANCE.** All rights hereunder shall exist by agreement of the parties notwithstanding any limitations regarding indemnity and/or contribution which exist herein or under the laws of any state. Seller agrees to indemnify, hold harmless, and at Buyer's election, defend Buyer and its customer(s) and their respective officers, directors, employees, and agents from and against (i) any and all losses, costs, claims (including, without limitation, claims under Workers' Compensation or Occupational Disease laws), penalties, causes of action, damages, liabilities, fees, and expenses, including but not limited to reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, that result from incidents, accidents, injuries or deaths to any persons or damage and/or losses to property, which result or are alleged to have resulted from: (a) any act or omission of Seller with respect to the Products or services furnished to Buyer hereunder; (b) any claimed defect in the Products or services supplied to Buyer by Seller; and (c) any claimed negligence on the part of Buyer with respect to supervision, monitoring, directing or inspecting the Products or services supplied by Seller, or the design/manufacturing or other activities of Seller in making or supplying the Products or services, and (ii) any and all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its Suppliers arising from or related to this Order.

If any Products are determined by Seller, Buyer or any governmental agency or court to contain a defect or a quality or performance deficiency, or not be in compliance with any standard or requirement so as to make it advisable that such Products be reworked or recalled, Seller or Buyer will promptly communicate relevant facts to each other and shall undertake corrective action, provided that Buyer shall cooperate with and assist Seller in any necessary filings and corrective action, and provided that nothing contained in this Section shall preclude Buyer from taking such action as may be required of it under any such law or regulation. Where applicable, Seller shall defend, protect, hold harmless, fully indemnify and pay all reasonable expenses associated with determining whether a recall or rework is necessary, notifying affected customers of the recall, and conducting the recall, including without limitation, shipping, replacement and other related costs. Seller shall perform all necessary repairs or modifications at its sole expense, except to any extent Seller and Buyer agree to the performance of such repairs by Buyer upon mutually acceptable terms. Each Party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting Products, except where such consultation would prevent timely notification required by law.

Seller shall maintain, at its own expense: (i) Comprehensive General Liability insurance in an amount of at least \$2 million combined single limit for bodily injury and property damage and a \$2 million annual aggregate; (ii) Comprehensive Automobile Liability insurance in an amount of at least \$2 million combined single limit for bodily injury and property damage and a \$2 million annual aggregate; (iii) Workers' Compensation insurance in accordance with such laws as may be applicable to the work to be performed hereunder; (iv) Employer's Liability insurance in an amount of at

least \$1 million and a \$2 million annual aggregate, and (v) if an aviation product or service, Aviation Liability insurance in an amount of at least \$2 million limit of liability per occurrence which shall include Products and Completed Operations coverage. All such insurance policies shall expressly waive any right of subrogation against Buyer and its employees, officers, directors and agents. The required insurance policies shall be endorsed to require the insurance company to provide Buyer with at least thirty (30) days prior written notice of the effective date of cancellation or material change of any insurance policy. Prior to commencing work hereunder, and upon Buyer request, Seller shall provide Buyer with a certificate of insurance evidencing the insurance coverage as set forth above. Such certificate shall contain the policy number, effective date, expiration date and a statement noting Buyer as an additional insured. Such insurance will be primary and not contributory nor excess with respect to any other insurance available for the protection of Buyer. With respect to the interests of Buyer, such insurance will not be invalidated or minimized by any action or inaction, omission or misrepresentation by the Seller or any other person or party (other than Buyer) regardless of any breach or violation of any warranty, declaration or condition contained in such policies. All provisions of the insurance coverages referenced above, except the limits of liability, will operate to give each Insured or additional insured the same protection as if there were a separate policy issued to each.

**43. RELATIONSHIP OF THE PARTIES.** This Order shall not constitute, create, or give effect to or otherwise imply a joint venture or partnership of any kind. Each party to this Order is an independent contractor. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation on behalf of or bind the other in any way.

**44. CUSTOMER COMMUNICATION.** Buyer shall be solely responsible for all liaison and coordination with the Customer, any higher tier contractor(s), or the U.S. Government, as it affects any applicable prime contract, for this Order, and any related order. Except as required by law, Seller shall not communicate with the Customer, any higher tier contractor(s), or the U.S. Government, with respect to the applicable prime contract, this Order, and/or any related order without prior written approval from Buyer's Procurement Representative. Seller shall promptly notify Buyer's Procurement Representative of any communications initiated by the Customer, any higher tier contractor(s), or the U.S. Government, that affects the applicable prime contract, this Order, and/or any related order.

**45. ADVERTISING, ANNOUNCEMENTS AND NEWS RELEASES.** Except as required by law, Seller shall not, and shall require that its Suppliers at any tier shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish or issue any news release or make any public announcements or denial or confirmation of same concerning the fact that Seller has furnished or contracted to furnish Buyer the Products herein mentioned. Seller shall include the substance of this clause in all purchase orders and subcontracts issued by it hereunder and shall be responsible to Buyer for any breach of such obligation by any subcontractor.

**46. APPLICABLE LAW, VENUE AND DISPUTES.**

(a) This Order and any subsequent changes thereto, and all matters arising from or related to it, shall be construed and enforced in accordance with the laws of the State of Maryland, excluding its choice of law rules, and irrespective of the place of performance of this Order. Any litigation under this Order shall be brought in a court of competent jurisdiction in Baltimore County in the State of Maryland and the parties hereby submit to the exclusive jurisdiction and venue of such court(s), and waive any defense or objection to the exercise of personal jurisdiction and/or venue by any such court(s). If this Order is issued under a Government prime contract, any provision in this Order that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); and/or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; and/or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the U.S. federal common law of government contracts as enunciated and applied by U.S. federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the U.S. Government. If a decision on a question of fact is issued by the Contracting Officer under the Prime Contract "Disputes" clause and the decision relates to this Order, said decision, if binding upon Buyer under the prime contract, shall also be binding upon Buyer and Seller with respect to this Order.

(b) In the event of a dispute arising out of or related to this Order and not otherwise addressed herein, Buyer and Seller agree to timely notify each other in writing of its position and shall negotiate in good faith to resolve any such dispute. If the parties can't agree on a dispute resolution process or otherwise resolve the dispute within a period of thirty (30) days from the date



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of first notice, the said dispute may be filed in the proper court for disposition pursuant to subsection (a) of this clause. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF UNDER OR IN CONNECTION WITH THIS ORDER.

(c) Pending final resolution of any dispute or appeal hereunder, the Seller shall proceed diligently with the performance of the Order as directed by the Buyer. If the dispute arises out of a difference in interpretation between the parties as to the performance requirements of the Order, then Seller shall continue performance as determined by the Buyer.

(d) Except as may be expressly set forth in the Order, Seller shall not acquire any direct claim or direct course of action against Buyer's Customer under this Order.

**47. FORCE MAJEURE.** Neither party shall be liable for delays in delivery caused by circumstances beyond its reasonable control and without its fault or negligence, including strikes, lockouts, riots, epidemics, pandemics, quarantine restrictions, government action or inaction, war, fire, flood, explosion, acts of God, or acts of terrorism. In no event shall shipping delays, Product shortages, or lack of finances or cash flow shortages be considered as a cause beyond the control of a party. The party affected by the Force Majeure shall give prompt written notice thereof and, upon cessation of the Force Majeure, take all reasonable steps to resume compliance with its obligations. Notwithstanding the above, if such delays extend Seller's delivery or performance date by more than thirty (30) days, Buyer may terminate such part of this Order remaining to be performed. In the event of such termination, the rights and obligations of the parties shall be determined in accordance with the provisions of [Clause 18, Termination for Convenience](#) herein.

**48. ASSIGNMENT.** Seller shall not assign any of its rights or interest in this Order or all or substantially all of its performance of this Order, without Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this Order. No assignment, delegation or subcontracting by Seller, with or without Buyer's written consent, shall relieve Seller of any of its obligations under this Order or prejudice any of Buyer's rights against Seller. An assignment without Buyer's written consent is ineffective and void. Seller may, however, assign rights to be paid amounts due, or to become due, to a financing institution if Buyer is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to set-off or recoupment for any present or future claims of Buyer against Seller. Notwithstanding anything herein to the contrary, Buyer may assign this Order to an affiliate of or successor in interest to Buyer, at any time, after providing Seller with written notice of such assignment.

**49. SURVIVAL.** This term and the following terms shall survive the completion or termination of this Order:

- Clause 10, [Warranty](#);
- Clause 19, [Intellectual Property](#);
- Clause 21, [Protection of Proprietary Information](#);
- Clause 25, [Taxes](#);
- Clause 28, [Furnished Property](#);
- Clause 31, [Parts Obsolescence](#);
- Clause 36, [Export/Import Compliance](#);
- Clause 39, [Environmental and Safety Policies](#);
- Clause 40, [Records Retention](#);
- Clause 42, [Indemnification and Insurance](#);
- Clause 45, [Advertising, Announcements, and News Releases](#);
- Clause 46, [Applicable Law, Venue and Disputes](#); and,

any Supplemental Terms and Conditions, listed below, that by their nature should survive.

**50. WAIVER.** Failure by Buyer to enforce any provision(s) of this Order shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of Buyer thereafter to enforce each and every such provision(s).

**51. SEVERABILITY.** Each paragraph and provision of this Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Order will remain in full force and effect.

**52. ORDER OF PRECEDENCE.** In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:

- Mandatory flow downs in Buyer's prime contract;
- Provisions typed on the face of the Order;

- Master or Long Term Agreement between Buyer and Seller (If applicable);
  - These terms and conditions including Attachment I;
  - Statement of work;
  - Specifications or drawings; and
  - Other documents, exhibits, and attachments to the Order.
- Nothing in these terms and conditions shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data it owns or has a right to use.

**53. RULES OF CONSTRUCTION.** Each party has participated fully in the review and negotiation of this Order. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**54. ELECTRONIC CONTRACTING.** Buyer and Seller agree that if this Order, or any ancillary agreement or correspondence, is transmitted electronically neither Buyer nor Seller shall contest the validity thereof on the basis that this Order, or the acknowledgement, ancillary agreement, or correspondence exists only in electronic form, an electronic record was used in its creation or formation, or it contains only an electronic signature or it was generated automatically, without human intervention by a system intended for the purposes of generating same.

**55. SUPPLEMENTAL TERMS AND CONDITIONS (FAR OR DFARS FLOW DOWNS)** If the Order contains a U.S. Government Prime Contract Number or if any of the Products to be supplied under an Order (or any other Orders placed under the Agreement under which the Order is placed) are to be used on a U.S. Government contract, the FAR and, if applicable, DFARS clauses listed in the GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS – ATTACHMENT I is incorporated herein by reference and made a part of these Terms and Conditions. Buyer may flow down other required terms from its prime contracts. Such supplemental terms will be added on the Order.

## ATTACHMENT I

When the Order includes Products which are for use in connection with a U.S. Government prime contract or subcontract, the following additional terms and conditions shall apply as required by the terms of the prime contract or by operation of law or regulation. Buyer is flowing down to Seller certain provisions and clauses from the Federal Acquisition Regulations (FAR) and Department of Defense (DoD) FAR Supplement (DFARS) (collectively, "FAR Clauses"). These FAR Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below, as modified by any parenthetical information. FAR Clauses inapplicable to the performance of this Order under Buyer's Government contract are self-deleting. If the substance of a FAR Clause is different than the substance of the clause actually incorporated in Buyer's Government contract, then the substance of the clause actually incorporated in Buyer's Government contract shall apply instead. The parties hereby agree to include in these Supplemental Terms and Conditions any additional or revised FAR Clauses incorporated in Buyer's Government contract that are applicable to the performance of this Order. The parties shall handle any amendments to these Supplemental Terms and Conditions under Clause 10, Changes. Seller shall flow down to its lower-tier subcontractors all applicable FAR Clauses and any other requirements of this Order and applicable law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer's Government contract. It is intended by the parties that these FAR Clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to insure Seller complies with its obligations to Buyer and to the Government, and to enable Buyer to meet its own contract obligations to the Government. Consequently, in interpreting and applying FAR Clauses flowed down to Seller, and as context requires, the terms "Contractor" and "Offeror" shall mean Seller, the term "Contract" shall mean this Order, and the term "Government", "United States", "Contracting Officer", "Administrative Contracting Officer" and equivalent phrases shall mean Buyer and/or Buyer's Procurement Representative. In addition, the term "Commercial Item" means a commercial item as defined in FAR 2.101. However, as an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

- (a) in the phrases "Government Property", "Government-Furnished Property" and "Government-Owned Property";
- (b) in the patent rights clauses incorporated herein, if any;
- (c) when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- (d) when title to property is to be transferred directly to the Government; and



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(e) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Order.

FAR Clauses flowed down by Buyer to Seller pursuant to this Attachment I may require submission of certificates. All such required representations and certifications made by Seller in connection with these FAR Clauses, including all such certifications submitted by Seller with its offer, are hereby incorporated in this Order by reference. Seller shall, with respect to applicable FAR Clauses flowed down pursuant to this Attachment I, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FAR Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word "certificate" shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

Seller shall indemnify, hold Buyer harmless, and at Buyer's election, defend Buyer and its Customer(s) and their respective officers, directors, employees, and agents from and against any price reduction in Buyer's contract, as well as Buyer's reasonable attorney fees and other direct costs to defend contract claims from Buyer's Customers when said reduction is attributable to the failure of Seller or Seller's Suppliers at any tier to properly discharge applicable duties under the Truth in Negotiation Act, Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this Attachment I. These Supplemental Terms and Conditions are in addition to and not in derogation of the General Terms and Conditions and any "other" terms and conditions of this Order; however, in the event that any Supplemental Term or Condition is determined to be inconsistent with any printed General Term or Condition or any "other" term and condition of this Order, the Supplemental Term or Condition shall govern.

I. FAR (48 CFR Chapter 1) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)

**A. GENERAL – FOR ALL APPLICABLE ORDERS**

52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (Applicable to all Solicitations except those for a personal services contract with an individual)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Applicable to all Solicitations except those for a personal services contract with an individual.)

52.204-2 Security Requirements (Applicable if Order requires access to classified information excluding any reference to any changes clause in the prime contract.)

52.204-9 Personal Identity Verification of Contractor Personnel (Applicable if Seller will have routine physical access to a federally-controlled facility and/or routine access to a federally- controlled information system.)

52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Applicable if contract is funded in whole or in part with Recovery Act funds.)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Applicable to all Orders, except commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information systems.)

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

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (not including (b)(2))

52.211-5 Material Requirements (Applicable for all Orders for supplies that are not commercial items.)

52.215-22 Limitations on Pass-Through Charges – Identification of

Subcontract Effort

52.222-1 Notice to the Government of Labor Disputes

52.222-19 Child Labor - Cooperation with Authorities and Remedies

52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity (Applicable for all Orders and for subparagraphs (c)(1) through (11) only.)

52.222-41 Service Contract Labor Standards (Applicable if this Order/ Contract is subject to the Service Contract Act.)

52.222-50 Combating Trafficking in Persons

52.222-51 Exemption from Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (applicable when the Service Contract Labor Standards statute does not apply and all requirements for the exemption are met)

52.222-53 Exemption from Service Contract Labor Standards to Contracts for Certain Services – Requirements (applicable when the Service Contract Labor Standards statute does not apply and all requirements for the exemption are met)

52.222-54 Employment Eligibility Verification (Applicable if this Order; (1) is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) or construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.)

52.222-55 Minimum Wages Under Executive Order 13658 (applicable when FAR 52.222-6, Construction Wage Rate Requirements, or

52.222-41, Service Contract Labor Standards is included in the contract, and where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia)

52.222-62 Paid Sick Leave Under Executive Order 13706 (Applicable if the prime contract includes 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia)).

52.223-3 Hazardous Material Identification and Material Safety Data (Applicable if this Order involves hazardous material.)

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Applicable if the end Products were manufactured with or contain ozone-depleting substances.)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving

52.224-2 Privacy Act (applicable when the design, development, or operation of a system of records on individuals is required to accomplish an agency function)

52.224-3 Privacy Training (Applicable for all Orders when the Supplier employees will; (a) Have access to a system of records; (b) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (c) Design, develop, maintain, or operate a system of records.)

52.225-1 Buy American Act – Supplies (Applicable if the Seller's products contain other than domestic components.)

52.225-5 Trade Agreements

52.225-13 Restrictions on Certain Foreign Purchases

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United

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States (Applicable if Sellers' personnel are performing work OCONUS in an area designated for contingency operations, humanitarian/peacekeeping operations, or military exercises, or when supporting a diplomatic/consular mission.)

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification

52.225-26 Contractors Performing Private Security Functions Outside the United States (applies when performance is required outside the United States in an area of (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.)

52.227-1 Authorization and Consent (Applicable if the prime contract contains this clause.)

52.227-10 Filing of Patent Applications -- Classified Subject Matter (Applicable if Sellers products or any patent application may cover classified subject matter.)

52.227-11 Patent Rights -- Ownership by the Contractor (Applicable if this Order includes, at any tier, experimental, developmental or research work, and Seller is a small business or domestic nonprofit organization.)

52.227-13 Patent Rights -- Ownership by the Government (Applicable if this Order/Contract is for experimental, developmental, or research work and made applicable by FAR 27.3 or Buyer's Prime Contract. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Buyer's Procurement Representative identified on the face of this Order.)

52.227-14 Rights in Data – General (Applicable if data will be produced, furnished or acquired under this Order.)

52.227-16 Additional Data Requirements

52.228-3 Workers Compensation Insurance (Defense Base Act) (Applicable if the requirements at FAR 28.309(a) applies to this Contract.)

52.228-4 Workers Compensation and War-Hazard Insurance Overseas (Applicable if the requirements as FAR 28.309(b) apply to this Contract.)

52.232-17 Interest (Seller shall indemnify Buyer for all interest assessed under this clause for Seller or its low-tier subcontractors' acts or omissions. Applicable unless any of the categories specified in FAR 32.611(a) applies.)

52.232-39 Unenforceability of Unauthorized Obligations

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applicable for small business subcontractors.)

52.233-3 Protest After Award

52.234-1 Industrial Resources Developed Under Title III, Defense Production Act

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (applicable when performance is on a USG installation)

52.239-1 Privacy or Security Safeguards (applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)

52.242-15 Stop-Work Order

52.243-6 Change Order Accounting (applicable to contracts for supply and research and development contracts of significant technical complexity)

52.244-6 Subcontracts for Commercial Items

52.245-1 Government Property (Alternates 1 and 2 apply. Applicable if Government property is furnished in the performance of this Contract. Substitute "Buyer" for "Government" or "United States"

as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (n): Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.)

52.246-26 Reporting Nonconforming Items (applicable when FAR

52.246-11 Higher-Level Contract Quality Requirement is included in the contract)

52.247-63 Preference for U.S.-Flag Air Carriers (Applicable if this Order involves international air transportation.)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (October 2021) (Deviation)

**B. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000**

52.222-40 Notification of Employee Rights Under the National Labor Relations Act Section 503 of Equal Employment Opportunity (EEO) Clause – This Rehabilitation contractor and subcontractor shall abide by the Act requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**C. ALL ORDERS EQUAL TO OR GREATER THAN \$15,000**

52.222-36 Equal Opportunity for Workers with Disabilities

**D. ALL ORDERS EQUAL TO OR GREATER THAN \$30,000**

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

**E. ALL ORDERS EQUAL TO OR GREATER THAN \$35,000**

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable if not a subcontract for commercial items.)

**F. ALL ORDERS EQUAL TO OR GREATER THAN \$100,000**  
**VEVRAA Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**G. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000**

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.)

52.222-35 Equal Opportunity for Veterans

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52.222-37 Employment Reports on Veterans

**H. ALL ORDERS EQUAL TO OR GREATER THAN \$250,000**

52.202-1 Definitions

52.203-3 Gratuities (Except Orders for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense.)

52.203-5 Covenant Against Contingent Fees (Except Orders for commercial items (see FAR Parts 2 and 12).)

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Procedures (Delete paragraph (c)(1). In (c)(2), a copy of such reports must also be provided to Buyer. Buyer will have the right to withhold from Seller, the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller or any amounts the Government withholds from Buyer as a result of Seller's violation of this clause.)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Applicable if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this Order.) (Applicable for other than commercial items.)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Applicable for other than commercial items.)

52.203-16 Preventing Personal Conflicts of Interest (Applicable if Seller will perform acquisition functions closely associated with inherently governmental functions)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

52.215-2 Audit and Records – Negotiation (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)

52.215-14 Integrity of Unit Prices (Excluding paragraph (b).)

52.219-8 Utilization of Small Business Concerns

52.222-17 Non-Displacement of Qualified Workers (Applicable for non-exempted service contracts that succeed contracts for the same work at the same location.)

52.225-8 Duty-Free Entry

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applicable If the prime contract contains FAR 52.227-1.)

52.228-5 Insurance -- Work on a Government Installation

52.242-13 Bankruptcy (Within the clause, replace "government" with "Buyer".)

52.244-2 Subcontracts

52.248-1 Value Engineering

52.249-2 Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)

**I. ALL ORDERS EQUAL TO OR GREATER THAN \$500,000**

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Applicable for all Solicitations which may be performed outside the United States and is not entirely for commercially available off-the-shelf items.)

**J. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000**

52.219-9 Small Business Subcontracting Plan (Applicable when Seller is not a small business.)

52.219-16 Liquidated Damages -- Subcontracting Plan (Applicable when Seller is not a small business.)

**K. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000**

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)

52.215-12 Subcontractor Certified Cost or Pricing Data

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.)

52.215-15 Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).)

52.215-16 Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.)

52.215-17 Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.)

52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract meets the applicability requirements of FAR 15.408(j).)

52.215-19 Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications

52.215-23 Limitations on Pass-Through Charges

52.230-2 Cost Accounting Standards (Clause excluding paragraph (b).)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$750,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).)

52.230-6 Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at FAR 52.230-4 or FAR 52.230-5)

**L. ALL ORDERS EQUAL TO OR GREATER THAN \$2,000,000 AND IF DoD CLASS DEVIATION 2018-00015 IS REFERENCED WITHIN THE PRIME CONTRACT OR MODIFICATION AWARDED AFTER JULY 1, 2018**

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in the FAR but shall also mean Buyer.) (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Clause shall not only retain the original meaning of those terms as written in the FAR but shall also mean Buyer.) (Applicable if DoD

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Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-12 Subcontractor Certified Cost or Pricing Data (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-15 Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-16 Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-17 Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract meets the applicability requirements of FAR 15.408(j).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)  
52.215-19 Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-23 Limitations on Pass-Through Charges (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.230-2 Cost Accounting Standards (Clause excluding paragraph (b).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$2,000,000 \$750,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.230-6 Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at

FAR 52.230-4 or FAR 52.230-5) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

**M. ALL ORDERS EQUAL TO OR GREATER THAN \$6,000,000**

52.203-13 Contractor Code of Business Ethics and Conduct (Applicable if the Orders period of performance is more than 120 days.)

52.203-14 Display of Hotline Poster(s) (Applicable except if the Order is for the acquisition of a commercial item or is performed entirely outside the United States.)

**N. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000,000**

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation

**O. ALL DPAS RATED ORDERS**

52.211-15 Defense Priority and Allocation Requirements (Applicable if a priority rating is noted within this Order.)

**II. In addition to those Supplemental Terms and Conditions for Fixed Price Orders set forth above, the following additional FAR Clauses apply to Fixed Price Orders.**

52.227-9 Refund of Royalties (Applicable for all fixed price Orders when reported royalty exceeds \$250.)

52.242-1 Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)

52.243-1 Changes -- Fixed-Price (Applicable for all fixed price Orders, except within paragraph (c) change "30 days" to "20 days", and within paragraph (e) delete the first sentence.)

52.246-2 Inspection of Supplies -- Fixed-Price (Applicable for fixed price type Orders.)

52.246-4 Inspection of Services -- Fixed-Price (Applicable for fixed price type Orders.)

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Applicable for fixed price type Orders less than \$250,000)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders equal to or greater than \$250,000. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)

52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Applicable for fixed price type services Orders.)

**III. In addition to those clauses set forth above, the following additional FAR Clauses apply to Cost-Reimbursable, Time-and-Materials and/or Labor-Hour Orders.**

52.216-7 Allowable Cost and Payment (Applicable if Order is cost reimbursable or time and materials type.)

52.216-8 Fixed Fee (Applicable if Seller is entitled to receive a fixed fee under the Order.)

52.216-10 Incentive Fee (Applicable if Seller is entitled to receive an incentive fee under the Order.)

52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (Applicable for time-and-materials and labor-hours Orders only.)

52.232-20 Limitation of Cost (Applicable for cost reimbursable type Orders.)

52.232-22 Limitation of Funds (Applicable for incrementally funded, cost reimbursable type Orders.)

52.242-1 Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)

52.243-2 Changes -- Cost-Reimbursement (Applicable for all cost reimbursable Orders except, within paragraph (c) change "30 days" to "20 days", and within paragraph (d) delete the first sentence.)



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52.246-3 Inspection of Supplies -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)

52.246-5 Inspection of Services -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)

52.249-6 Termination (Cost-Reimbursement) (Applicable for cost reimbursement type Orders. Also in paragraph (d) change "120 days" to "45 days"; in paragraph (e) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (f) change "1 year" to "60 days"; and paragraph (j) is deleted)

**IV. DFARS (48 CFR Chapter 2) Clauses Incorporated by Reference**  
(Specific applicability stated within parentheses.)

**A. GENERAL – FOR ALL APPLICABLE ORDERS**

252.203-7002 Requirement to Inform Employees of Whistleblower Rights

252.204-7000 Disclosure of Information

252.204-7004 Anti-Terrorism Awareness Training for Contractors (applicable when subcontract requires routine physical access to a Federally-controlled facility or military installation)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Applicable for all Orders for services that include support for the U.S. Government's activities related to safeguarding covered defense information and cyber incident reporting.)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Applicable for all Orders if covered defense information is resident or transiting on or through Seller's information systems. In paragraph (c)(1)(ii), add "and to Textron Systems' Procurement Representative" to the end of the sentence.)

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

252.204-7020 NIST SP 800-171 DOD Assessment Requirements

252.211-7003 Item Unique Identification and Valuation

252.211-7007 Reporting of Government-Furnished Property

252.222-7000 Restrictions on Employment of Personnel

252.223-7001 Hazard Warning Labels

252.223-7002 Safety Precautions for Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)

252.223-7003 Change in Place of Performance--Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)

252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic

252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Alternate I (Applicable When the Secretary of the Military Department issues a determination under the exception at DFARS 223.7104(a)(10))

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives

252.223-7008 Prohibition of Hexavalent Chromium

252.225-7001 Buy American and Balance of Payments Program – Basic

252.225-7002 Qualifying Country Sources As Subcontractors (applicable when the basic or one of the alternates of the following clauses is included in the contract: 252.225-7001, Buy American and Balance of Payments Program, 252.225-7021, Trade Agreements,

252.225-7036, Buy American - Free Trade Agreements - Balance of Payments Program

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Applicable for all Orders if Seller is supplying items on the U.S. Munitions List.)

252.225-7008 Restriction on Acquisition of Specialty Metals (Applicable if Seller is supplying items which contain specialty metals.)

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Paragraph (d) is deleted)

252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applicable if DFARS 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)

252.225-7013 Duty-Free Entry

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings

252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain

252.225-7021 Trade Agreements – Basic (Applicable if the Order contains other than U.S.-made, qualifying country, or designated country end products. Applicable in lieu of FAR 52.225-5.)

252.225-7025 Restriction on Acquisition of Forgings

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (Applicable in lieu of FAR 52.225-19.)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

252.225-7048 Export-Controlled Items

252.227-7000 Non-Estoppel

252.227-7013 Rights in Technical Data – Noncommercial Items

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation

252.227-7015 Technical Data – Commercial Items

252.227-7016 Rights in Bid or Proposal Information

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions

252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program

252.227-7019 Validation of Asserted Restrictions – Computer Software

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7014 are used and/or referenced within the prime contract.)

252.227-7026 Deferred Delivery of Technical Data or Computer Software

252.227-7027 Deferred Ordering of Technical Data or Computer Software

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government

252.227-7030 Technical Data – Withholding of Payment (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7018 is used and/or referenced within the prime contract.)

252.227-7032 Rights in Technical Data and Computer Software (Foreign) (Applicable for all Orders with foreign contractors to be performed overseas, except Canada.)

252.227-7033 Rights in Shop Drawings

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252.227-7037 Validation of Restrictive Markings on Technical Data (Applicable for all Orders when DFARS 252.227-7013, DFARS 252-227-7014 or DFARS 252.227-7015 are used and/or referenced within the prime contract.)

252.227-7038 Patent Rights – Ownership by the Contractor (Large Business) (Applicable for all Orders for experimental, developmental, or research work or construction that includes experimental, development or research work to be performed by a large business for a Defense agency.)

252.227-7039 Patents – Reporting of Subject Inventions

252.228-7001 Ground and Flight Risk  
252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles

252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs (Applicable for all Orders if Contract is funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act.)

252.235-7003 Frequency Authorization – Basic

252.237-7023 Continuation of Essential Contractor Services (applicable for services that are in support of mission-essential functions)

252.239-7010 Cloud Computing Services (Applicable for all Orders if Seller expects to use, involve, or may involve, cloud services)

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable if this Order requires securing telecommunications.)

252.239-7018 Supply Chain Risk (Applicable when Order includes products or services involving "information technology" as defined by clause.)

252.243-7001 Pricing of Contract Modifications

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Applicable for all Orders when FAR 52.245-1, Government Property is used and/or referenced within the prime contract.)

252.245-7002 Reporting Loss of Government Property (applicable when clause 52.245-1 applies)

252.246-7001 Warranty of Data – Basic (Applicable for all Orders. Additional liability provisions at paragraph (d)(3) are applicable only if the Alternate I or II version of this clause is included in the prime contract.)

252.246-7003 Notification of Potential Safety Issues

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applicable for all subcontracts for electronic parts or assemblies containing electronic parts)

252.246-7008 Sources of Electronic Parts (Applicable to all Solicitations/Orders including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.)

252.247-7003 Contractor Property Management System Administration (applicable when clause 52.245-1 applies)

252.247-7023 Transportation of Supplies by Sea – Basic

252.247-7024 Notification of Transportation of Supplies by Sea

252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-00009) (October 2021)

**B. ALL ORDERS EQUAL TO OR GREATER THAN \$35,000**

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism

**C. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000**

252.249-7002 Notification of Anticipated Contract Termination or Reduction (Applicable to all Orders of \$700,000 or more when Seller is first-tier subcontractor or Orders on of \$150,000 or more when Seller is lower-tier subcontractor.)

**D. ALL ORDERS EQUAL TO OR GREATER THAN \$250,000**

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Within the clause, delete paragraph (g).)

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Applicable unless it has been determined items being acquired do not contain precious metals in their manufacture.)

252.223-7004 Drug Free Workplace (applicable to contracts that involve (1) access to classified information; or (2) when the contracting officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of, the contract.)

252.225-7012 Preference for Certain Domestic Commodities

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (applicable for contracts that require delivery of hand or measuring tools.)

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

**E. ALL ORDERS EQUAL TO OR GREATER THAN \$500,000**

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

**F. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000**

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) – Basic

252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award

**G. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000**

252.215-7002 Cost Estimating System Requirements

252.231-7000 Supplemental Cost Principles

**H. ALL ORDERS EQUAL TO OR GREATER THAN \$1,000,000**

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

252.225-7033 Waiver of United Kingdom Levies (Applicable if Order is with UK Sellers.)

**I. ALL ORDERS EQUAL TO OR GREATER THAN \$1,500,000**

252.211-7000 Acquisition Streamlining

**J. ALL ORDERS EQUAL TO OR GREATER THAN \$2,000,000 AND IF DoD CLASS DEVIATION 2018-00015 IS REFERENCED WITHIN THE PRIME CONTRACT OR MODIFICATION AWARDED AFTER JULY 1, 2018**

252.215-7002 Cost Estimating System Requirements (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)

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252.231-7000 Supplemental Cost Principles (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

**K. ALL ORDERS EQUAL TO OR GREATER THAN \$5,500,000**

252.203-7004 Display of Fraud Hotline Poster(s)

**L. ALL ORDERS EQUAL TO OR GREATER THAN \$20,000,000**

252.234-7002 Earned Value Management System (applicable to cost or incentive contracts)

**M. ALL ORDERS EQUAL TO OR GREATER THAN \$50,000,000**

252.234-7004 Cost and Software Data Reporting System

The Federal Acquisition Regulations, DoD FAR Supplement, and Federal and Defense Acquisition Supplements are available from the address below or the [Hill AFB FAR](#) website.

The Superintendent of Documents  
U.S. Printing Office  
Washington, DC 20401

The provisions set forth in the following listed sections of the Federal Acquisition Regulations (FAR)/DOD FAR Supplement Regulations (DFAR) are incorporated into this Subcontract/Purchase Order by this reference, as though set forth in full. When used in these clauses, the term "Government" shall, except as noted below where the clause is referenced, include the words "and Buyer"; the term "Contracting Officer" shall mean "Buyer"; the term "Contract" shall mean "This Subcontract/Purchase Order"; the term "Contractor" shall mean "Seller"; the term "Subcontractor" shall mean "Lower-Tier Subcontractor"; and the term "Prime Contractor" shall mean the United States Government Contract to Textron Marine & Land Systems (TM&LS) under which this Subcontract/Purchase Order is issued. Copies of FAR may be obtained from the U.S. Government Printing Office, Washington, D.C.

**FLOWDOWN TERMS AND CONDITIONS**  
**DOA3 Rating (TBD)**

**FAR/DFAR SUPPLEMENT PROVISIONS**

The following Federal Acquisition Regulation clause and Defense Federal Acquisition Regulation Supplement clause are incorporated herein by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil>.

Whenever necessary, to make such clauses applicable, the term "Contractor" shall mean "Seller", and the term "Contract" shall mean "Order", the term "Government", and equivalent shall include the words "and Textron Marine & Land Systems (TMLS)", and the terms "Contracting Officer" and equivalent shall include the words "and TMLS Buyer/Subcontract Administrator", provided the use of such terms shall convey data and patent rights only to the U.S.

Government, and that in provisions relating to Government property or audit or compliance with federal regulations, the U.S. Government will act on its own behalf. All Terms and Conditions are subject to

FAR 52.202-1, Definitions.

**SUPPLEMENTAL TERMS AND CONDITIONS**

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights JUN 2020

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards JUN 2020

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment NOV 2021

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations Nov-2015

52.215-12 (DEV) Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001) OCT 2021

52.215-13 (DEV) Subcontractor Certified Cost or Pricing Data – Modifications (Deviations 2022-O0001) OCT 2021

52.215-14 Integrity of Unit Prices NOV 2021

52.215-23 Limitations on Pass-Through Charges JUN 2020

52.219-9 Small Business Subcontracting Plan NOV 2021

52.219-9 Alt II Small Business Subcontracting Plan (NOV 2016) Alternate II Nov-2016

52.222-19 (Dev) Child Labor -- Cooperation with Authorities and Remedies Jan-2022

52.222-35 Equal Opportunity for Veterans JUN 2020

52.222-36 Equal Opportunity for Workers with Disabilities JUNE 2020

52.222-37 Employment Reports on Veterans JUNE 2020

52.222-50 Combating Trafficking in Persons NOV 2021

52.222-54 Employment Eligibility Verification MAY 2022

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving JUN 2020

52.225-13 Restrictions on Certain Foreign Purchases FEB 2021

52.227-1 Authorization and Consent JUN 2020

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement JUN 2020

52.230-2 Cost Accounting Standards JUN 2020

52.232-16 Progress Payments NOV 2021

52.232-32 Performance-Based Payments Apr-2012

52.232-39 Unenforceability of Unauthorized Obligations Jun-2013

52.232-40 Providing Accelerated Payments to Small Business Subcontractors NOV 2021

52.234-1 Industrial Resources Developed Under Title III, Defense Production Act SEP 2016

52.242-3 Penalties for Unallowable Costs SEP-2021

52.243-1 Changes--Fixed-Price (Aug 1987) AUG 1987

52.243-2 Changes--Cost-Reimbursement (Aug 1987) AUG 1097

52.243-6 Change Order Accounting Apr-1984

52.245-1 Government Property SEP 2021

52.245-9 Use and Charges Apr-2012

52.247-68 Report of Shipment (REPSHIP) Feb-2006

52.249-8 Default (Fixed-Price Supply & Service) Apr-1984

52.253-1 Computer Generated Forms Jan-1991

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support May-2016

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services JAN 2021

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252.204-7020 MAR 2022	NIST SP 800-171 DoD Assessment Requirements	
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	NOV 2020
252.211-7003 2022	Item unique Identification and Valuation	MAR
252.211-7008	Use of Government-Assigned Serial Numbers	Sep-2010
252.219-7003 Contracts) DEC 2019	Small Business Subcontracting Plan (DOD	
252.225-7002 MAR 2022	Qualifying Country Sources as Subcontractors	
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	OCT 2020
252.226-7001 APR 2019	Utilization of Indian Organizations and Indian-Owned	
252.227-7013 Alt I (FEB 2014) - Alternate I	Rights in Technical Data--Noncommercial Items	Jun-1995
252.232-7017	Accelerating Payments to Small Business Subcontractors- Prohibition on Fees and Consideration	APR 2020
252.244-7000 2021	Subcontracts for Commercial Items	JAN
252.244-7001 2021	Contractor Purchasing System Administration	JAN
252.245-7002 2021	Reporting Loss of Government Property	JAN
252.245-7003 Administration	Contractor Property Management System	Apr-2012
252.246-7001 Alt II 2014	Warranty Of Data (Mar 2014) - Alternate II	Mar-
252.246-7006 2016	Warranty Tracking of Serialized Items	Mar-

FLOWDOWN PROVISIONS INCORPORATED IN FULL TEXT

**C-202-H002 ADDITIONAL DEFINITIONS--ALTERNATE I (NAVSEA) (OCT 2018)**

- (a) Department - means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.
- (e) NAVSEA 08 - means the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command of the Department of the Navy.

- (f) Lead Shipbuilder, Lead Yard or Lead Shipyard - mean (List contractor) in its capacity as Contractor under Contract No. (List Contract) for the construction of the (List first ship of the class).
- (g) Follow Shipbuilder, Follow Yard or Follow Shipyard - mean a prime contractor performing a contract for the construction of follow ships of the (List ship class) Class.
- (h) Lead Ship or First Ship of the Class - mean the (List first ship.)
- (i) Follow Ship - means any ship of the (List class) Class other than the first ship.
- (j) Design Agent - means (List contractor) in its capacity as Design Agent, not in its capacity as shipbuilding contractor. (End of text)

**5252.227-9112 LOGISTIC SUPPORT REQUIREMENT (AT) (MAY 1998)**

- (a) This requirement applies whenever the contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called "repair parts") for a ship component or item of equipment.
- (b) With respect to ship components or equipment manufactured other than in the United States or Canada, in addition to any other data required by this contract, the Contractor agrees that it will furnish under this contract sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipment have made arrangements, satisfactory to the Contractor and approved by the Contracting Officer, for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, "sufficient data" shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout, and tooling. All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of this contract.
- (c) In order to satisfy the requirements of paragraph (b), above, unless the supplier of the ship components or equipments shall have made arrangements, satisfactory to the Contractor and approved by the Contracting Officer, for the manufacture of such repair parts in the United States or Canada, the Contractor shall include in all subcontracts for the purchase of ship components or equipments from foreign sources a clause, acceptable to the Contracting Officer, granting to the United States Government for a period of seven (7) years, "Government Purpose Rights" (as defined in paragraph (a)(12) of the clause of this contract entitled "RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS" (DFARS 252.227 7013) in all technical data necessary to manufacture spare and repair parts for such components or equipments.

**5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (AT) - ALTERNATE I (APR 1999)**

- (a) For the purposes of this requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (i) an engineering change proposed by the Government or the Contractor pursuant to other requirements of this contract and (ii) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment under the "CHANGES" clause or any other article or requirement of this contract.
- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect of a change made pursuant to a written order designated as a "change order" or in respect of a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of the Government, the proposal supporting such request shall include the following information for each individual item or element of the request:
  - (1) A description
    - (i) of the work required by the contract before the change, which has been deleted by the change, and
    - (ii) of the work deleted by the change which already has been completed. The description is to include a list of identifiable components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of identifiable raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;
  - (2) Description of work necessary to undo work already completed which has been deleted by the change;
  - (3) Description of work which is substituted or added by the change. A list of identifiable components and equipment (not bulk materials or items)



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involved, should be included. Separate descriptions are to be furnished for design work and production work;

- (4) Description of interference and inefficiencies in performing the change;
- (5) Description of disruption attributable solely to the change; which description shall include the following information:
  - (i) Description of each identifiable element of disruption and how work has been, or may be, disrupted;
  - (ii) The calendar period of time during which disruption occurred, or may occur;
  - (iii) Area(s) of the Contractor's operations where disruption occurred, or may occur;
  - (iv) Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;
  - (v) Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
  - (vi) Description of any measures taken to lessen the disruptive effect of the change;
  - (6) Delay in delivery attributable solely to the change;
  - (7) Other work or increased costs attributable to the change;
  - (8) Supplementing the foregoing, a narrative statement of the nature of the alleged Government act or omission, when the alleged Government act or omission occurred, and the "causal" relationship between the alleged Government act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.
- (c) Each proposal submitted in accordance with this requirement shall include a copy of the Contractor's ship's labor budget at the cost level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost level.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above, or that the Contractor may not reasonably be able to furnish complete information on all of the factors listed in subparagraph (b)(1) through (b)(8) above. Accordingly, the Contractor is only required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment, or in the level of detail which is reasonably available to the Contractor.
- (e) In addition to any information required under paragraph (b) above, each proposal submitted in support of a claim for equitable adjustment, under any requirement of this contract, in an amount which requires certified cost or pricing data, shall contain such cost or pricing data as the Contracting Officer shall require with respect to each individual claim item, and shall be in sufficient detail to permit the Contracting Officer to cross reference the claimed increased costs, or delay in delivery, or both, as appropriate, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) hereof.

**C-233-H003 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (OCT 2018)**

- (a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "Changes" or after affirmation of a constructive change under the clause entitled "Notification Of Changes", submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.
- (b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change. (End of text)

**C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)**

- (a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in

whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

- (b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

- (c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

- (d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

- (e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

- (f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

- (g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

**C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)**

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

- (c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual,

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company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of text)

**C.1.10.6. Software Code and Government Purpose Rights**

For all software developed under this contract, the Contractor shall provide source code, in a compilable format, with all necessary tools and documentation to reproduce and maintain the software.

**C.1.10.6.1.** For all Commercial Software (as defined in FAR 2.101) requiring hardware and/or software modifications for use on the SSC craft under this contract, the Contractor shall provide Technical Data (TD) and Computer Software Documentation (CSD), describing in sufficient detail all steps necessary to duplicate the required hardware/software modifications. Source code for software modifications to Commercial Software, required for use on the SSC under this contract, shall be delivered, in a compilable format.

**C.1.10.6.2.** The Government does not require delivery of source code for Commercial Software that is not modified for use on the SSC under this contract.

**C.1.10.7.** For the C4N system, the Contractor shall maintain the System Integration Lab (SIL) that was assembled and maintained under contracts N00024-12-C-2401 and N00024-17-C-2480. The Contractor shall successfully complete integration testing in the SIL prior to installation of software on the craft. The Contractor shall simulate signals from machinery and auxiliary equipment that is monitored or controlled by the C4N System. The Contractor shall maintain the SIL equipment in satisfactory condition. The Contractor shall coordinate with the Government, as necessary, for assistance in troubleshooting and repair or replacement of failed Government furnished components while in possession of the Contractor. The Government will provide Government Furnished Material, as specified in Attachment J-4, for incorporation into the Contractor SIL.

**C.1.10.8.** The Contractor shall provide access for one or more Government representatives to witness any and all software testing, as identified in the C4N System Test Plan and Software Test Plans, on a not to interfere basis.

**C.1.10.9.** The Contractor shall install successfully tested software packages, free of Priority 1 and 2 defects, prior to delivery on all craft procured under this contract.

**C.1.10.10.** The Contractor shall maintain and update their approach for software support and sustainment in the Software Support and Sustainment Plan (CDRL B178).

**C.1.10.11.** The Contractor shall document and manage defects found in Crafts delivered software during the Guaranty Period. At approximately five months into the Guaranty Period, or as otherwise agreed to by the Government, the Contractor shall install successfully tested and updated software packages on the Crafts to incorporate the resolution of any defects that were resolved after delivery of the Craft. Any Priority 1 or 2 defects identified during the Guaranty Period of the Crafts shall be resolved within 30 days. The updated software version installed on the crafts shall be the baseline software for all additional craft procured under this contract.

**HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)**

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

**HQ C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of

provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

**C-222-H002 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (NAVSEA) (OCT 2018)**

Attention of the Contractor is directed to Public Law 91-596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "Occupational Safety and Health Act of 1970" and to the "Occupational Safety and Health Standards for Shipyard Employment" promulgated thereunder by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.  
(End of text)

**HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)**

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

**C-245-H004 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--BASIC (NAVSEA) (OCT 2018)**

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or

(ii) add items of data or information to the attachment identified in Section J; or

(iii) establish or revise due dates for items of data or information in the attachment identified in Section J. (2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract price and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; <http://assist.daps.dla.mil/>; or

(2) By submitting a request to the Department of Defense Single Stock Point (DoDSSP) Building 4, Section D

700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094 Telephone (215) 697-6396 Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not

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available from Government sources and should be obtained from the publishers. (End of text)

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**MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)**

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012). As applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

**HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

- (a) Definitions:
  - (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
  - (ii) A "first-tier reference" is either:
    - (1) a specification, standard, or drawing cited in a zero-tier reference, or
    - (2) a specification cited in a first-tier drawing.
- (b) Requirements:  
All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

**HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (JAN 2019)**

The contractor's software quality program shall be an integral part of the overall Quality Management System. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

**HQ E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018)**

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)**

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

**252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)**

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

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(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number) :

(End of clause)