

**ADDITIONAL CONTRACT FLOWDOWNS FOR NORTHROP  
GRUMMAN INTERNATIONAL TRADING CORPORATION**

**AP50090943**

**Revision 2 Dated**

**December 2015**

**In relation to the procurement of the Advanced Litening Laser Designator  
(ALLD) for the LITENING program**

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## **ADDITIONAL CONTRACT FLOWDOWNS FOR NORTHROP GRUMMAN INTERNATIONAL TRADING CORPORATION**

The requirements herein are in addition to Selex ES Ltd General Conditions of Purchase – Rev 02 dated July 2014.

### **Section 1 - QUALITY ASSURANCE**

### **Section 2 – FAR & DFAR**

#### **1. QUALITY ASSURANCE**

##### **1.1 SQA1 FIRST ARTICLE INSPECTION (FAI) \*\***

A FAI shall be conducted by the Supplier and the documented results shall be accepted by a Purchaser Quality representative prior to any material shipment.

First Article Inspection is required for the part number included on this purchase order with no exceptions.

First Article Inspection is required for all sub-assemblies, and detail parts including castings and forgings that make up the configuration item/s included on this purchase order. Procured standard catalogue hardware (standard parts)/ material and commercial off the shelf hardware are excluded.

The FAI shall consist of a complete, independent, and documented physical and functional inspection process to verify that prescribed production methods have produced an acceptable item as specified by engineering drawings, planning, purchase order, engineering specifications, and/or other applicable design documents.

#### **FAI requirements:**

A First Article Inspection (FAI) is required in addition to inspection requirements elsewhere in this purchase order.

First Article Inspections shall be performed in accordance with Aerospace Standard AS9102.

FAI performed by Suppliers shall include:

- a. First Article Inspection report.
- b. Documentation of the verification of the engineering against the manufacturing work instructions, (Drawings, Parts lists, BOMs, Procedures etc)
- c. Documentation of the verification of all process steps performed by the operator (router or shop traveller).
- d. Test results or CMM data.
- e. Supporting sub assembly FAI
- f. Special Process approvals, if invoked via the engineering drawings

Original FAI reports and supporting documentation shall be included with the delivery of the initial FAI article.

Inspection results shall be documented by recording variable data whenever possible. Attribute data will be recorded only when variable data is not available.

A copy of FAI reports and supporting documentation shall be retained at the Suppliers facility in accordance with records retention requirements as defined in other text notes applicable to this purchase order.

Purchaser may wish to witness the Acceptance Testing (AT) as part of the FAI when applicable.

**Partial or complete re-accomplishment of FAI:**

FAIs approved by are valid until change has occurred as identified in AS9102, paragraph 5.3 or a break in production exceeds 2 years.

A change that affects Form, Fit or Function will require a Partial or Delta FAI, it is the Supplier responsibility to ensure that partial FAIs are performed on any changes as above.

A full or partial FAI shall be performed when there is:

- One or more significant changes have been made to the product. A 'significant' change means where there is an effect on the form, fit or function of the product, thus causing a change in part number/issue increment. A change in material would be deemed as a 'form' change.
- There has been a significant change to the supplier's manufacturing process. A significant change in manufacturing process encompasses a change of manufacturing equipment and/or personnel, and the addition or removal of process stages which could affect final product quality.
- The manufacturing location of the product has changed.
- There has been a change in sub-tier supplier of a critical sub-part or outsourced process.
- A change in a program (computer generated) that can affect fit, form or function.
- An event that can affect the manufacturing process (natural or man-made)
- There has been a time gap in the manufacture of the product which has elapsed over 2 years.

For items that require Source Inspection and First Article, a Source Inspection request must be made no less than (5) working days prior to the desired shipment time. Contact the Purchaser Procurement and QA representative.

For items that do not require Source Inspection, First Article documentation shall be sent to Purchaser QA prior to delivery

### **1.2 SQA2 Supplier Corrective Action Request\*\***

Supplier agrees to provide a formal response to any Supplier Corrective Action Request (SCAR) within the timeframe indicated on the SCAR, typically 30 days. Supplier is also requested to contact Purchaser when the material associated with a SCAR investigation has not been returned to Supplier or more time is required to adequately perform an investigation.

### **1.3 SQA3 Changes in Standards**

The replacement and cancellation of Military standards and commercial specifications is ongoing. In the event that a Purchaser drawing references a superseded or obsolete specification or standard, the Supplier may do one of the following:

1. Superseded Standards or specifications should be replaced by the recommended replacement documents.
2. Obsolete Standards or Specifications may be substituted with Supplier, industrial or Purchaser Standards/Specifications.

### **1.4 SQA4 SUPPLIER PROCESS CHANGE CONTROL**

Some or all of the products acquired under this agreement will be incorporated into higher level assemblies that may be subject to stringent qualification testing requirements for critical government applications; even minor changes to Supplier's products or processes may necessitate requalification or produce unacceptable results in higher level assemblies.

Since the impact of any such product/process change can be most efficiently assessed prior to product integration into higher level assemblies and the potential cost of remediation/retrofit activities for end products deployed worldwide could be substantial, as a cardinal commitment under this contract, Supplier expressly commits to:

- 1) Maintain a robust sourcing/quality process for the products delivered hereunder;
- 2) Rigorously comply with the notification requirements specified below; and
- 3) Include provisions with its sub-tier Suppliers that are adequate to implement the requirements of this provision.

Prior Approval Form/Fit/Function Alterations:

Supplier will not implement, or otherwise deliver to Purchaser, products incorporating any alterations to product form, fit, or function without the express prior written approval of the Purchaser Procurement and Purchaser QA representative.

Such approval shall not be unreasonably withheld but shall be dependent upon Supplier's thorough documentation of such proposed changes (including any analysis necessary to confirm continued suitability). Supplier's notification and Purchaser's limited approval of such

form, fit or function alterations shall not be interpreted to waive any other contractual requirement(s) or to otherwise relieve Supplier from delivering fully compliant products.

**Prior Notification - Material Changes:** Prior to delivering any products incorporating a “material change”, Supplier shall provide advance notice to Purchaser in sufficient time to reasonably evaluate the proposed change and, if necessary, to place an end-of-life order for the unchanged product, but in no event shall Supplier’s notice be less than 30 calendar days. For purposes of this clause a “material change” is any alteration to the design, technical specifications, materials, component sourcing, or production process, facilities or location, whether instigated by Supplier or its sub-tier Suppliers.

**Risk Notification Product Alerts,** Purchaser procurement and Purchaser QA representative, shall be promptly notified whenever Supplier becomes aware or reasonably suspects that any product delivered to Purchaser is, or contains a component that is, subject to a recall notice, warning alert, GIDEP Alert, and/or any other type of notification or concern regarding product authenticity, quality, safety, process integrity, and/or specification compliance.

For work procured from sub-tier Suppliers under this contract, the Supplier shall flow the requirements contained herein in Supplier contract documentation.

## **1.5 SQA5 SUPPLIER CONTROL OF SUB-TIER PROCESSES**

Suppliers performing Special Processes (example: soldering, cleaning, X-ray, welding, magnetic particle and penetrant inspection, heat Treating, plating, etc.) shall have the special processes approved by Purchaser QA. Suppliers using sub-tier Suppliers for Special Processes must either have their systems to control their sub-tier Suppliers approved by Purchaser QA, or the sub-tier Suppliers must have current approval by Purchaser QA for the special processes.

Should the Supplier's system be approved to control the sub-tier Suppliers, the Supplier shall have records of this approval on file and available for review by the Purchaser Quality representative.

Approval of special process sub-tier Suppliers by Purchaser does not relieve the Supplier of the responsibility for assuring that work performed by sub-tier Suppliers is in accordance with Specification requirements.

If a special process/ processor is NADCAP approved, the Supplier must inform Purchaser QA that they are using NADCAP approved processes

A list of Purchaser approved special processes can be found on the Purchaser Supplier SharePoint web pages. If the Supplier does not have access to this web page please either request access or Purchaser can send a list of special processes via e-mail.

## **1.6 MATERIAL AUTHENTICITY**

(a) The Supplier may only purchase material directly from Original Component Manufacturers (OCMs), OCM authorised (i.e. franchised) distributors, or authorised (i.e. franchised) aftermarket manufacturers. Supplier shall provide authenticity and traceability records to Purchaser upon request.

Upon receipt of Purchasers Purchase Order, Supplier shall immediately notify Purchaser if Supplier cannot provide electronic parts, components, and/or assemblies traceable to the original component manufacturer (OCM), or the original equipment manufacturer OCM authorised (i.e franchised) distributor, or authorised (i.e franchised) aftermarket manufacturers. Use of items that were not provided by these sources is not authorised unless the supplier provides documentation that authenticates supply traceability to ensure that the parts procured are new, unused and authentic. Upon receipt of such notification Purchaser reserves the right to terminate the purchase order at no cost to Purchaser or provide specific material validation test and inspection protocol requirements as mutually agreed upon by the parties.

In the event that Supplier delivers items that are determined not to be authentic, Supplier shall take corrective action as required by the terms of this purchase order. Supplier shall establish and maintain a material authenticity process which ensures the requirements of this clause are met. Supplier's obligation to substantiate authenticity shall survive acceptance of and payment for supplies delivered under this purchase order.

(b) If this purchase order is for the (1) supply of electronic parts, (2) supply of end items, components, parts or assemblies containing electronic parts, or (3) provisioning of services where the Supplier will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service then the provisions of paragraphs (a)–(e) of DFARS 252.246-7007, "Contractor Counterfeit Electronic Part Detection and Avoidance System," in effect on the date of this purchase order, including its definition of "electronic parts", are incorporated in this paragraph by reference. Where necessary to make these provisions of DFARS 252.246-7007 applicable to this purchase order "Contracting Officer" shall mean both "Contracting Officer" and "Purchaser".

"As a non-North American entity that is ineligible to participate in Government-Industry Data Exchange Program (GIDEP), Supplier will use accepted industry notifications to ensure it is tracking potential impact to its products of Counterfeit Materiel identified and providing appropriate notifications to Purchaser. If Supplier becomes aware or suspects that it has furnished Suspect Counterfeit Materiel or Counterfeit Materiel, Supplier shall promptly: notify Purchaser; investigate; cooperate with Purchaser's investigation; quarantine and replace affected Materiel with conforming authentic Materiel; and provide all relevant facts and information to Purchaser.

(c) The substance of this clause shall be incorporated into any subcontract or purchase order entered into by Supplier for the performance of any part of the work under this purchase order as amended below

## **2. FAR & DFARS**

FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN PROVISIONS FOR FIXED PRICE SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A UNITED STATES DEPARTMENT OF DEFENSE PRIME CONTRACT

### **A. INCORPORATION OF FAR AND DFARS CLAUSES**

The FAR and DFARS clauses as in effect on the date of this Contract are incorporated herein by reference, with the same force and effect as if they were given in full text. Where necessary to make the clauses applicable to this Contract, 'Contractor' shall mean Supplier, 'Contracting Officer' shall mean Purchaser, and 'Government shall mean Purchaser or the Government whenever appearing in the clauses. Supplier shall include

the following clauses in its lower tier contracts as required. If any of the following FAR or DFAR clauses do not apply to this Contract, such clauses are considered to be self-deleting.

#### B. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract, Sub-contract or Purchase Order between the parties.
3. "SUPPLIER" and "Offeror" means the SUPPLIER, which is the party identified in the Contract with whom Purchaser is contracting, as an immediate subcontractor to Purchaser.
4. "Prime Contract" means the contract between Purchaser and the U.S. Government or between Purchaser and its higher-tier contractor who has a contract with the U.S. Government.
5. "Subcontract" means any contract placed by SUPPLIER or lower-tier subcontractors under this Contract.

#### C. PRIORITY RATING

If so identified, this Contract is a 'rated order' certified for national defence use the SUPPLIER shall follow all the requirements of the Defence Priorities and Allocation System Regulation (15 C.F.R. Part 700).

#### D. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If Purchaser furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Purchaser, acting on its own behalf, may modify or limit any rights the Government may have to authorize SUPPLIER's use of such Furnished Items in support of other U. S. Government prime contracts.

#### E. FAR AND DFARS PROVISIONS INCORPORATED BY REFERENCE

The following FAR and DFARS clauses apply to this Contract:

(a) **All Orders**

FAR 52.203-3                      GRATUITIES.

FAR 52.203-10                    PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER  
ACTIVITY

FAR 52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
FAR 52.204-2	SECURITY REQUIREMENTS (Applies if the work requires access to classified information.)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies where SUPPLIER will have physical access to a federally-controlled facility or access to a Federal information system.)
FAR 52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA
FAR 52.211-5	MATERIAL REQUIREMENTS
FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if this Contract meets the applicability requirements of FAR 15.408(g).)
FAR 52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j).)
FAR 52.215-19	NOTIFICATION OF OWNERSHIP (Applies if this Contract meets the applicability requirements of FAR 15.408(k).)
FAR 52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (Note 1 applies.)
FAR 52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
FAR 52.222-41	SERVICE CONTRACT ACT OF 1965 (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labour or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 1 applies.)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies if this Contract involves hazardous material.)
FAR 52.223-4	RECOVERED MATERIAL CERTIFICATION
FAR 52.223-7	NOTICE OF RADIOACTIVE MATERIALS – Does not apply to an overseas subcontractor; however, Selex shall operate in compliance with UK equivalent regulations / standards.
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (Applies if the Work was manufactured with or contains ozone-depleting substances.)
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING



FAR 52.224-1	PRIVACY ACT NOTIFICATION
FAR 52.224-2	PRIVACY ACT
FAR 52.225-1	BUY AMERICAN ACT --SUPPLIES (Applies if the Work contains other than U.S. domestic components.)
FAR 52.225-2	BUY AMERICAN ACT --CERTIFICATE (Applies if the Work contains other than U.S. domestic components.)
FAR 52.225-4	BUY AMERICAN ACT--SUPPLIES
FAR 52.225-8	DUTY FREE ENTRY
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
FAR 52.227-9	REFUND OF ROYALTIES (Applies when reported royalty exceeds \$250.)
FAR 52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (Applies if the work or any patent application may cover classified subject matter.)
FAR 52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SUPPLIER is a small business concern or domestic non-profit organization. All references to 'Government' in this clause remain unchanged and the SUPPLIER shall have all the rights of obligation identified in relation to 'Contractor' in this clause. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact Purchaser. FAR 52.227-13 applies in lieu of this clause if SUPPLIER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)
FAR 52.227-13	PATENT RIGHTS -OWNERSHIP BY THE GOVERNMENT (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SUPPLIER is not a small business concern or domestic non-profit organization. Paragraph (g) is deleted. All references to 'Government' in this clause remain unchanged and the SUPPLIER shall have all the rights of obligation identified in relation to 'Contractor' in this clause. If not otherwise included in this Contract, the name and address of the contracting officer may be obtained from Seles ES Ltd.)
FAR 52.232.39	Unenforceability of Unauthorised Obligations.
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTS
FAR 52.233-3	PROTEST AFTER AWARD (In the event Purchaser's customer has directed Purchaser to stop performance of its work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, Purchaser may, by written order to SUPPLIER, direct SUPPLIER to stop performance of the work called for by this Contract. "30 days" means "10 days" in paragraph

	(b)(2).)
FAR 52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
FAR 52.236-13	ACCIDENT PREVENTION
FAR 52.244-2 FAR 52.244-6	SUBCONTRACTS (SEE NOTE 1.) SUBCONTRACTS FOR COMMERCIAL ITEMS
FAR 52.245-1, Alt 1	GOVERNMENT PROPERTY
FAR 52.245-9	USE AND CHARGES
FAR 52.246-16	RESPONSIBILITY FOR SUPPLIERS
FAR 52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
FAR 52.248-1	VALUE ENGINEERING (Applies if this Contract exceeds \$150,000 except where the Contract is exempt under paragraph (a)(1) to (5) of this clause.)
DFARS 252.204-7000	DISCLOSURE OF INFORMATION
DFARS 252.204-7008	EXPORT-CONTROLLED ITEMS
DFARS 252.204-7009	Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information.
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (in subparagraph (d)(1), Seller shall report to Purchaser any cyber incident to Purchaser's Authorized Purchasing Representative within thirty six (36) hours of discovery)
DFARS 252.204-7014	LIMITATIONS ON THE USE OF DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACT
DFARS 252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACT
DFARS 252.208-7000	INTENT TO FURNISHING PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL
DFAR 252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
DFAR 252.215-7000	PRICING ADJUSTMENTS
DFAR 252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM
DFARS 252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL

- DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies only this Contract involves ammunition or explosives, including liquid and solid propellants.)
- DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIAL
- DFAR 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES
- DFAR 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM
- DFARS 252.225-7000 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM CERTIFICATE
- DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the work contains other than domestic components. Applies in lieu of FAR 52.225-1.)
- DFAR 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES
- DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if SELLER is supplying items on the U.S. Munitions list.)
- DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Speciality Metals (OCT 2014). (Paragraphs (c) (6) and (d) are hereby deleted. Upon Seller notification of noncompliance with the terms of this clause and provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant speciality metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt speciality metals contained in high-performance magnets. Upon review of Sellers information, Buyer will advise of the availability of the allowance.)
- DFARS 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE
- DFARS 252.225-7013 DUTY-FREE ENTRY (Applies in lieu of FAR 52-225-8. If the prime contract number and identity of the Contracting Officer are not contained elsewhere in this Contract contact Purchaser.)
- DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if work supplied under this Contract contains ball or roller bearings.)
- DFARS 252.225-7025 RESTRICTIONS ON ACQUISITION OF FORGINGS
- DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON ALLOY AND ARMOR STEEL PLATE
- DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (Applies if this Contract is with a United Kingdom firm.)
- DFARS 252.225-7043 Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the

United States.

- DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -NON-COMMERCIAL ITEMS (Applies in lieu
- DFARS 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
- DFAR 252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS
- DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION
- DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE AND DISCLOSURE RESTRICTIONS
- DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS -COMPUTER SOFTWARE
- DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
- DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
- DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
- DFARS 252.227-7030 TECHNICAL DATA -WITHHOLDING OF PAYMENT
- DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
- DFARS 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES
- DFARS 252.229-7011 REPORTING OF FOREIGN TAXES – US Assistance programs
- DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES
- DFARS 252.235-7003 FREQUENCY AUTHORIZATION (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization.)
- DFARS 252.235-7004 PROTECTION OF HUMAN SUBJECTS
- DFARS 252.239-7010 CLOUD COMPUTING SERVICES.
- DFARS 252.239-7018 SUPPLY CHAIN RISK.
- DFARS 252.236-7013 REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (JAN 2009)
- DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS
- DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS

DFARS 252-246-7001 WARRANTY OF DATA  
ALT 1

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to Purchaser and the contracting officer identified to SELLER.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM. (for paragraphs (a)-(e) the term "Contractor" shall mean "Seller" and the term "Contracting Officer" shall mean both "Contracting Officer" and "Purchaser")

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Paragraphs (a) through € apply to all orders; all paragraphs apply to transactions greater than \$100,000)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

**(B) All Orders Greater than \$3,000 or Greater (Greater than \$3500 if Prime Contract dated on or after 1 October 2015.**

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (This clause applies only to the extent Supplier performs work in the United States, or recruits employees in the United States to perform work under this purchase order)

FARS 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

**(C) All Orders Greater than \$10,000.**

FARS 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LAB OR RELATIONS ACT

**(D) All Orders Greater than \$15,000.**

FARS 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

**(E) All Orders Greater than \$25,000 or Greater (Greater than \$30,000 if Prime Contract dated on or after 28<sup>th</sup> September 2006.**

FARS 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

**(F) All Orders of \$75,000 or Greater**

FARS 52.211-15 DEFENCE PRIORITY AND ALLOCATIONS REQUIREMENTS

**(G) All Orders of \$100,000 and Greater**

(g) FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (This clause applies only to the extent Supplier performs work in the United States)

**(H) All Orders Greater than \$150,000**

- (h) FARS 52.203-5 COVENANT AGAINST CONTINGENT FEES
- (h) FARS 52.203-6 RESTRICTION OF SUBCONTRACTOR SALES TO THE GOVERNMENT
- (h) FARS 52.203-7 ANTI-KICKBACK PROCEDURES
- (h) FARS 52.203-8 CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
- (h) FARS 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
- (h) FARS 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- (h) FARS 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST
- (h) FARS 52.203 -17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.
- (h) FARS 52.215-2 AUDIT AND RECORDS – NEGOTIATION
- (h) FARS 52.215-14 INTEGRITY OF UNIT PRICES
- (h) FARS 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES
- (h) FARS 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
- (h) FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS
- (h) FARS 52.229-6 TAXES—Foreign Fixed-Price Contracts
- (h) FARS 52.248-1 VALUE ENGINEERING
- (h) DFAR 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENCE-CONTRACT RELATED FELONIES (applicable to first-tier orders, except commercial orders)
- (h) DFAR 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if this Contract exceeds \$650,000. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

**(I) All Orders Greater than \$500,000.**

- (i) DFAR 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

**(J) All Orders of \$500,000 or Greater (\$550,000 or Greater if Prime Contract dated on or after 28<sup>th</sup> September 2006 through 30 September 2010; \$650,000 or Greater if Prime Contract dated on or after 1<sup>st</sup> October 2010 through 30<sup>th</sup> September 2015; \$700,000 or Greater if Prime Contract dated on or after 1 October 2015.)**

- (j) 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN

(j) DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING Plan (DoD Contracts)

**(K) All Orders of \$500,000 or Greater (\$650,000 or Greater if Prime Contract dated on or after 14<sup>th</sup> June 2007 through 30 September 2010; \$700,000 or Greater if Prime Contract dated on or after 1<sup>st</sup> October 2010 through 30<sup>th</sup> September 2015; \$750,000 or Greater if Prime Contract dated on or after 1 October 2015.)**

- (k) FARS 52.230-2 COST ACCOUNTING STANDARDS (except its subparagraph (b))
- (k) FARS 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING Practices (except its subparagraph (b))
- (k) FARS 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (Supplier shall include this clause in all lower-tier non-U.S. purchase orders, unless the lower-tier supplier certifies to an exempt status.)

**(L) All Orders Greater than \$750,000.**

- (l) FARS 52.214-26 AUDIT AND RECORDS---SEALED BIDDING
- (l) FARS 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING
- (l) FARS 52.214-28 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING
- (l) FARS 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
- (l) FARS 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
- (l) FARS 52.215-12 SUBCONTRACTOR COST OR PRICING DATA
- (l) FARS 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
- (l) FARS 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA

**(M) All Orders of \$1,000,000**

DFARS 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

**(N) All Orders Greater than \$1.5 Million**

(n) DFARS 252.211-7000 ACQUISITION STREAMLINING

**(O) All Orders of \$5 Million or Greater and Period of Performance Greater than 120 days (\$5.5Million or Greater if Prime Contract dated on or after 1 October 2015) unless performed entirely outside the United States)**

(o) FARS 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Notwithstanding any alterations to this clause to reflect the relationship between Purchaser and Supplier, all disclosures of isolation of the civil False Claims Act or of federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the prime contract, with a copy to the Contracting Officer of the prime contract.)

**(P) All Orders of \$5 Million or Greater (\$5.5 Million or Greater if Prime Contract dated on or after 1 October 2015 (unless performed entirely outside the United States))**

(p) FARS 52.203-14 DISPLAY OF HOTLINE POSTER(s)

**F. CERTIFICATIONS AND REPRESENTATIONS**

SUPPLIER acknowledges that Purchaser will rely upon SUPPLIER certifications and representations provided to Purchaser in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SUPPLIER. By entering into this Contract, SUPPLIER republishes the certifications and representations previously submitted to Purchaser in relation to this Contract. SUPPLIER shall immediately notify Purchaser of any change of status regarding any certification or representation.

**G. NOTES**

The following note applies to the clauses incorporated by reference only when specified in the parenthetical phrase following the clause title and date.

1. If SUPPLIER is not a U.S. concern, this clause applies to this Contract only if work under the Contract will be performed in the United States.