

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

**REFERENCE  
DMS 12001671  
REV 7**

**FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)  
FLOWDOWN PROVISIONS FOR FIXED PRICE SUBCONTRACTS/PURCHASE ORDERS 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 Seller, 'Contracting Officer' shall mean Leonardo MW Ltd, and 'Government shall mean Leonardo MW Ltd or the Government whenever appearing in the clauses. Seller shall include the following clauses in its lower tier contracts as required. If any of the following FAR or DFARS clauses do not apply to this Contract, this should be discussed with the applicable buyer within the Procurement Department of Leonardo.

**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. "SELLER" and "Offeror" means the SELLER, which is the party identified in the Contract with whom Leonardo MW Ltd is contracting, as an immediate subcontractor to Leonardo MW Ltd.
4. "Prime Contract" means the contract between Leonardo MW Ltd and the U.S. Government or between Leonardo MW Ltd and its higher-tier contractor who has a contract with the U.S. Government.
5. "Subcontract" means any contract placed by SELLER 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 SELLER 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 Leonardo MW Ltd 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 Leonardo MW Ltd, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER'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:

FAR 52.203-3	GRATUITIES (Applies if this Contract exceeds \$150,000.)
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies if this Contract exceeds \$150,000.)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (Applies if this Contract exceeds \$150,000. Delete paragraph (c)(1) of the clause.)
FAR 52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if this Contract exceeds \$150,000.)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if this Contract exceeds \$150,000.)
FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if this Contract exceeds \$5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (Applies if this Contract exceeds 5,000,000. Note 1 applies.)
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) (Applies if this Contract exceeds \$150,000.)
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
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 SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.)
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN2016)(Applies unless SELLER is furnishing commercially available off-the-shelf items.)
FAR 52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Applies to Contracts that exceed \$150,000)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if this Contract exceeds \$30,000. Copies of notices provided by SELLER to the Contracting Officer shall be provided to Leonardo MW Ltd.)
FAR 52.211-5	MATERIAL REQUIREMENTS
FAR 52.211-15	DEFENSE PRIORITY AND ALLOCATIONS REQUIREMENTS (Applies if this Contract is identified as a 'rated order' certified for national defence use.)

FAR 52.214-26	AUDIT AND RECORDS – SEALED BIDDING (Applies if this Contract is awarded through sealed bidding and exceeds \$750,000, and is not otherwise exempt under FAR 15.403)
FAR 52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS - SEALED BIDDING (Applies if this Contract is awarded through sealed bidding and exceeds \$750,000, and is not otherwise exempt under FAR 15.403)
FAR 52.215-2	AUDIT AND RECORDS-NEGOTIATION (Applies if this Contract exceeds \$150,000 and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Alternate II applies if SELLER is an educational or non-profit institution.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (Applies if submission of certified cost or pricing data is required.)
FAR 52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -MODIFICATIONS (Applies if submission of certified cost or pricing data is required for modifications.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)
FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA -MODIFICATIONS (Applies if this Contract exceeds \$700,000 and is not otherwise exempt under FAR 15.403.)
FAR 52.215-14	INTEGRITY OF UNIT PRICES (Applies if this Contract exceeds \$150,000. Delete paragraph (b) of the clause.)
FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if this Contract meets the applicability requirements of FAR 15.408(g).)
FAR 52.215-16	FACILITIES CAPITAL COST OF MONEY (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)
FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)
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 52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
FAR 52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA MODIFICATIONS
FAR 52.215-23	LIMITATION ON PASS-THROUGH CHARGES (Applies if this Contract exceeds \$700,000 except for those identified in 15.408(n)(2)(i)(B)(2),)

FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (Note 1 applies.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (Applies if this Contract exceeds \$650,000 except the clause does not apply if SELLER is a small business concern. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION (Applies if the Contract may require or involve the employment of labourers and mechanics. Note 1 applies.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (Note 1 applies.)
FAR 52.222-22	Previous Contracts and Compliance Reports. (a) SELLER represents that id the SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States , or (2) recruits employees in the United States to work on this Contract. Clause shall apply if flown down by Prime Contract.
FAR 52,222-25	Affirmative Action Compliance. (a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmation Action Compliance Program within one-hundred twenty (120) days from the award of this contract. (b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to work on this Contract.
FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)(Applies if this Contract is subject to the Service Contract Labour Standards statute or the Wage Rate Requirements (Construction) statute, and is to performed in whole or in part in the United States. "Contracting Officer" means "Lockheed Martin")
FAR 52.222-26	EQUAL OPPORTUNITY (Note 1 applies.)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (Applies if this Contract exceeds \$100,000. Note 1 applies.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Contract exceeds \$15,000. Note 1 applies.)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (Applies if this Contract exceeds \$100,000. Note 1 applies.)
FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Contract exceeds \$10,000. Note 1 applies)
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 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this Contract exceeds \$3,000 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. Note 1 applies.)
FAR 52.222-60	PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016) (Applies if this Contract exceeds \$500,000. Does not apply if SELLER is furnishing Commercial off-the-shelf items.)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies if this Contract involves hazardous material.)
FAR 52.223-7	NOTICE OF RADIOACTIVE MATERIALS (Applies to Work containing covered radioactive material meeting the criteria in paragraph (a) of this clause. In the blank insert "30".)
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (Applies if the Work was manufactured with or contains ozone-depleting substances.)
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Applies if this Contract exceeds \$3,000. Note 1 applies.)
FAR 52.224-3	PRIVACY TRAINING (JAN 2017)
FAR 52.225-1	BUY AMERICAN ACT --SUPPLIES (Applies if the Work contains other than U.S. domestic components.)
FAR 52.225-5	TRADE AGREEMENTS (Applies if the work contains other than U.S. made or designated country end products as specified in the clause.)
FAR 52.225-8	DUTY FREE ENTRY
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
FAR 52.227-1	AUTHORIZATION AND CONSENT (Applies if this Contract exceeds \$150,000.)
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Applies if this Contract exceeds \$150,000.)
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 SELLER is a small business concern or domestic non-profit organization. All references to 'Government' in this clause remain unchanged and the SELLER 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 Leonardo MW Ltd. FAR 52.227-13 applies in lieu of this clause if SELLER 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 SELLER 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 SELLER 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 52.227-14 RIGHTS IN DATA -GENERAL (Does not apply if DFARS 252.227-7013 applies).
- FAR 52.228-5 INSURANCE --WORK ON A GOVERNMENT INSTALLATION (Applies if this Contract involves work on a Government installation. Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)
- FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (Applies if this Contract is in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1
- FAR 52.230-2 COST ACCOUNTING STANDARDS (Applies if this is a negotiated contract in excess \$750,000 unless otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1. Delete paragraph (b) of the clause. If the Contract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in FAR subsection 30.201-4 shall apply)
- FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies if this is a negotiated contract in excess \$750,000 unless otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1. Delete paragraph (b) of the clause. If the Contract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in FAR subsection 30.201-4 shall apply)
- FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (Applies if this is a negotiated contract (with a foreign concern) in excess \$700,000 unless otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1. Delete paragraph (b) of the clause. If the Contract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in FAR subsection 30.201-4 shall apply.)
- FAR 52.230-5 COST ACCOUNTING STANDARDS --EDUCATIONAL INSTITUTIONS (Applies if this is a negotiated contract (with an Educational Institution) in excess \$700,000 unless otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1. Delete paragraph (b) of the clause. If the Contract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in 48 CFR 9903.201-4 shall apply.)
- FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.2304 or FAR 52.230-5 applies.)
- FAR 52.232.40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if LOCKHEED MARTIN does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)
- FAR 52.233-3 PROTEST AFTER AWARD (In the event Leonardo MW Ltd's customer has directed Leonardo

MW Ltd to stop performance of its work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, Leonardo MW Ltd may, by written order to SELLER, direct SELLER 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 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (Applies if work is performed on a Government installation.)
FAR 52.242-13	BANKRUPTCY (Applies if this Contract exceeds \$150,000)
FAR 52.242-15	STOP-WORK ORDER
FAR 52.243-1	CHANGES -FIXED PRICE (Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)
FAR 52.243-6	CHANGE ORDER ACCOUNTING (Applies if the Prime Contract requires Change Order Accounting.)
FAR 52.244-5	COMPETITION IN SUBCONTRACTING (Applies to Contract that exceed \$150,000 and contracts other than those for commercial items.
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
FAR 52.245-1	GOVERNMENT PROPERTY
FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraph (b) the second time “Government” appears; (f), (h), (j) and (l) where note 1 applies.)
FAR 52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraph (e) and (f) where Note 1 applies.)
FAR 52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)
FAR 52.247-64	PREFERNCE 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.)
FAR 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Applies when a fixed-price contract is contemplated and the contract amount is above SAT (\$150,000)
FAR 52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (SEP 1996) (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or non-profit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) “120 days” is changed to “60 days.” In paragraph (d) “1 year” is changed to “6 months.” In paragraph (e) “1 year” is changed to “6 months.” Paragraph (h) id deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer
FAR 52.249-8	DEFAULT (Fixed-Price Supply and Service) (Applies when a fixed-price contract is contemplated and the contract amount is above SAT (\$150,000)



DFARS 252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES (Applies if this Contract exceeds \$150,000 and the SELLER is a first tier subcontractor.)
DFAR 252.203-7002 DFAR 252.203-7003	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) (Applies when FAR 52.203-13 applies to this Contract).
DFAR 252.203-2004	DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015) (Applies in lieu of FAR 52.203-14).
DFARS 252.204-7008	EXPORT-CONTROLLED ITEMS
DFAR 252.204-7009	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting).
DFAR 252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016)
DFARS 252.204-7012	SAFEGUARDING COVERED DEFENCE INFORMATION AND CYBER INCIDENT REPORTING
DFARS 252.211-7000	ACQUISITION STREAMLINING (Applies if this Contract exceeds \$1.5M.)
DFARS 252.211-7003	ITEM IDENTIFICATION AND VALUATION (Applies if this Contract requires the work to contain unique item identification.)
DFARS 252.215-7000	PRICING ADJUSTMENTS (Applies if FAR 52.215-12 or 52.215-13 applies to this Contract.)
DFARS 252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (Applies if FAR 52.219-9 applies to this Contract.)
DFARS 252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (test program) With contractors that have comprehensive subcontracting plans approved under the test program
DFARS 252.222-7006	RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Note 1 applies.)
DFARS 252.223-7001	HAZARD WARNING LABELS (Applies if this Contract requires the delivery of hazardous materials.)
DFARS 252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies only this Contract involves ammunition or explosives, including liquid and solid propellants.)
DFARS 252.223-7003	CHANGE IN PLACE OF PERFORMANCE -AMMUNITION AND EXPLOSIVES (Applies if DFARS 252.223-7002 applies to this Contract.)
DFARS 252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)
DFARS 252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (Applies if this Contract is for supplies, maintenance and repair services.)

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.)
DFARS 252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (Applies if this Contract exceeds \$650,000 and the SELLER is a first tier subcontractor. Paragraph (f) is deleted.)
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 SPECIALTY METALS (Applies if the work to be furnished contains specialty metals. Paragraph (d) is deleted.)
DFAR 52.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) Not applicable (Leonardo does not deliver end products or components outlined in DFARS 252.225-7012) but will remain referenced in CD3A 2016
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 Leonardo MW Ltd.)
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 252.225-7021	TRADE AGREEMENTS (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)
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 (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)
DFAR 252.225-7048	EXPORT CONTROLLED ITEM (JUN 2013)
DFARS 252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Contract exceeds \$500,000. Leonardo MW Ltd shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to Leonardo MW Ltd. Note 1 applies.)
DFARS 252.227-7013	RIGHTS IN TECHNICAL DATA -NON-COMMERCIAL ITEMS (Applies in lieu of FAR 52.227-14.) .
DFARS 252.227-7014	RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies in lieu of FAR 52.227-14.)
DFAR 252.227-7015	TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014) (Applies to commercial items delivered under this Contract
DFARS 252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION
DFARS 252-227-7017	IDENTIFICATION AND ASSERTIONS 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 252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
DFARS 252.227-7030	TECHNICAL DATA -WITHHOLDING OF PAYMENT
DFARS 252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
DFARS 252.227-7038	PATENT RIGHTS -OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies if (1) SELLER is not small business or non-profit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work. All references to 'Government' in this clause remain unchanged and the SELLER 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.)
DFARS 252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES
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 252.243-7001	PRICING OF CONTRACT MODIFICATIONS
DFARS 252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS. (Applies In solicitations and contracts)
DFARS 252-246-7001	WARRANTY OF DATA Alt I
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 Leonardo MW Ltd and the contracting officer identified to SELLER.)
DFARS 252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVIODANCE SYSTEM (Applies in all solicitations and contracts)
DFARS 252.246-7008	SOURCES OF ELECTRONICS PARTS (Applies in all solicitations and contracts) (Dec 2017)
DFARS 252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. Paragraph (f) and (g) of this clause shall not apply if this Contract is at or below \$150,000.)
DFARS 252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
DFARS 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).)

**F. CERTIFICATIONS AND REPRESENTATIONS**

SELLER acknowledges that Leonardo MW Ltd will rely upon SELLER certifications and representations provided to Leonardo MW Ltd in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into this Contract, SELLER republishes the certifications and representations previously submitted to Leonardo MW Ltd in relation to this Contract. SELLER shall immediately notify Leonardo MW Ltd 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 SELLER 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.

