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**Owner**

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**Revision History**

<b>Date</b>	<b>Change Notice</b>	<b>Change Description</b>
12/05/2022	Original	Original Release Revision A

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## LPD32+ Requirements

U.S. Government will be the End User of this material.

The following requirements are imposed and will supersede any conflicting AMSC Corporate or AMSC Marinetec requirements.

### - Rated Order Certified for National Defense -

This is a "DO-A3" rated Order certified for national defense use. Seller is required to follow the requirements of the defense priorities and allocation system regulation (15 CFR Part 700) and all other applicable regulations for obtaining controlled Products and other Products and Services needed to fill this Order. A copy of 15 CFR Part 700 may be found at <https://www.govinfo.gov/app/details/CFR-2012-title15-vol2/CFR-2012-title15-vol2-part700>

Government Contract # may be supplied upon request.

### - Order of Precedence -

- A. In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order.
  - i. The Order and any modifications or changes thereto exclusive of items (ii) through (vi).
  - ii. Any AMSC supplement including FAR and DFARS clauses (and any other regulations referenced therein) or other special provisions to these General Provisions (also referred to as terms and conditions) as invoked in this Order.
  - iii. These General Provisions including referenced FAR and DFARS clauses (and any other regulations referenced therein).
  - iv. Statement of Work.
  - v. Specification/Drawing.
  - vi. Other documents referenced in this Order.
- B. Seller shall immediately bring any inconsistencies to the attention of Buyer in writing, and any inconsistencies in or among any of the foregoing shall not be the basis for any defense of a breach of contract claim brought by Buyer against Seller for Seller's failure to perform under this Order, nor shall any such inconsistencies be the basis for any claim of any kind by Seller against Buyer unless Seller has first timely brought such inconsistencies to Buyer's attention and Buyer has failed to resolve such inconsistencies

### - Suspect/Counterfeit Parts -

- A. "Suspect/counterfeit parts" are parts that 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. The term "suspect/counterfeit parts" also includes refurbished parts, with or without false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government,

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- including but not limited to parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP).
- B. Seller will ensure that suspect/counterfeit parts are not incorporated into any Products. The intentional or unintentional use, incorporation, or delivery of suspect/counterfeit parts is strictly prohibited. This includes a suspect/counterfeit part being provided either as an end item deliverable or as a component or subcomponent of an end item deliverable under this Order.
- C. Seller represents and warrants that it has policies and procedures in place to ensure that none of the Products furnished to Buyer under this Order are or contain "suspect/counterfeit parts." Seller further certifies, to the best of its knowledge and belief, that no "suspect/counterfeit parts" have been or will be furnished to Buyer by Seller under this Order.
- D. If Seller becomes aware or suspects that it has furnished suspect/counterfeit parts or if Buyer determines, including as a result of alerts from the U.S. Government, that Seller has supplied suspect/counterfeit parts to Buyer and so notifies Seller, Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer and conforming to the requirements of this Order. Notwithstanding any other provision of this Order, Seller shall be liable for all costs incurred by Buyer to remove and replace the suspect/counterfeit parts, including without limitation all costs incurred by Buyer relating to the removal of such suspect/counterfeit parts, the reinsertion of replacement parts and any testing necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. The parties agree that Seller will pay Buyer's actual costs and Buyer's labor at Buyer's fully-burdened hourly rates (as appropriate) utilizing the then-current Government-approved rate set authorized for change-order activity. All such costs shall be deemed direct damages.
- E. Buyer may, at its discretion:
- i. Remove and or retain or both all Products supplied by Seller that are suspected of being or containing suspect/counterfeit parts pending reporting to the appropriate law enforcement authorities and final disposition of the Products by them. Seller shall be liable for all costs relating to Buyer's removal and retention of the suspect/counterfeit parts.
  - ii. Turn over to the appropriate authorities (e.g., without limitation, the Defense Criminal Investigative Service, Naval Criminal Investigative Service, Federal Bureau of Investigation, Offices of the Inspector General, etc.) any Products suspected of being or containing suspect/counterfeit parts and reserves the right to withhold payment for the Products pending the results of any investigation or proceedings related to the matter.
- F. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Order.
- G. Seller shall insert a clause containing all of the terms of this provision in all subcontracts under this Order.

**- Conflict Minerals Disclosure -**

Pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and its implementing regulations, Buyer is required to identify the presence and source of Conflict Minerals (gold, tantalum, tin or tungsten) contained in Buyer's manufactured products. The Buyer's Customer has implemented a comprehensive Conflict

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Minerals compliance program, which includes posting relevant information for suppliers at this website: <http://www.huntingtoningalls.com/who-we-are/ethics-compliance/conflict-minerals/>. It is a requirement of this Order that Seller shall be familiar with this information and make all reasonable efforts to assist Buyer in identifying the presence and source of Conflict Minerals contained in the products sold by Seller to Buyer, as described further below.

- A. As of the time of award of this Order, Seller represents that:
- i. The Product(s) Seller will be supplying under this Order do not contain (a) gold or (b) tantalum, tin, or tungsten (derivatives of columbite-tantalite (coltan), cassiterite, and wolframite); or
  - ii. Alternatively, if the Product(s) contain gold, tantalum, tin, or tungsten, Seller agrees to provide the Buyer one of the following completed forms prior to delivery of the Product(s):
    - a. The Global E-Sustainability Initiative Conflict Minerals Reporting Template ("GeSI CMRT") available at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>, with "Product" selected under the "Declaration Scope or Class" field;
    - b. Written documentation about the source of Conflict Minerals in the Product(s) that provides substantively similar information to that requested by the GeSI CMRT.
- B. Any GeSI CMRT provided pursuant to paragraph A(ii) above shall be submitted by Buyer on the web platform of Buyer's Customer's conflict minerals data vendor, Source Intelligence. Any questions regarding this requirement should be addressed to the authorized representative of Buyer listed on the face of this Order.
- C. If the status of any Product(s) changes during performance of this Order so that the representation or information provided pursuant to paragraph A of this provision is no longer accurate, then Seller must within 30 days complete and submit updated, accurate and current information as provided in paragraph B above.
- D. If Buyer determines that any representation made by Seller pursuant to this provision is inaccurate or incomplete in any respect, or Seller fails to timely submit the information required by this provision, then Buyer may, at its option, either withhold up to 10% of the Order price until such information is provided or terminate this Order pursuant to the provision of this Order titled "Termination for Default."

#### - Export and Import Control Requirements -

- A. Export Compliance. Seller is advised that its performance of this Order may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either:
- i. A U.S. Person as that term is defined in the Export Laws and Regulations; or
  - ii. That it has disclosed to Buyer's Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status.

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- B. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.
- C. Foreign Personnel/Persons. Seller shall not give any Foreign Person (including Seller's own non-U.S. employees or affiliates) access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph C shall relieve Seller of its obligations to comply with paragraph B of this provision or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph B, nor constitute consent for Seller to violate any requirement of the Export Laws and Regulations.
- D. Indemnification. Seller shall indemnify and hold harmless Buyer, Buyer's parent and affiliates and their respective officers, directors, and employees from and against any and all liabilities, claims losses, and expenses arising out of the failure of Seller, its employees, subcontractors, or agents to comply with the requirements of this provision and breach of the warranty set forth in paragraph A. Seller shall, at its own cost, defend Buyer against such claims, losses, and liabilities, and, it shall pay Buyer's reasonable attorney fees and expenses, related to carrying out and enforcing the terms of this provision, as those costs are incurred. Buyer has the right to conduct such defenses if it so chooses. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this provision shall be a material breach of this Order.
- E. Subcontracts. The substance of this provision shall be incorporated into any lower-tier subcontract entered into by Seller for the performance of any part of the work under this Order.

**- Access to Proprietary Data or Computer Software -**

- A. Performance under this Order may require that SELLER have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, SELLER 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 proprietary 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 proprietary. 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 Government's Contracting Officer. Upon modification of the Prime Contract by the Government, Buyer may correspondingly unilaterally modify this Order to list those third parties with which SELLER has agreement(s).
- B. SELLER 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 SELLER 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

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with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of SELLER; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

- C. The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which SELLER has access in the performance of this Order that contains proprietary or other restrictive markings.
- D. SELLER agrees that it will promptly notify BUYER of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this Order to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- E. SELLER shall include this requirement in subcontracts of any tier which involve access to information covered by subparagraph A, substituting "subcontractor" for "SELLER" where appropriate.
- F. Compliance with this requirement is a material requirement of this Order.

**- Government and Customer Source Requirements -**

Government Source Inspection Access

The government reserves the right to inspect at source, supplies, and services not manufactured or performed at the Buyer's facility. In the event this right is to be exercised, you will be notified and "GOVERNMENT SOURCE INSPECTION" paragraph (below) will become applicable.

Government Source Inspection (as applicable, see above paragraph)

Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government Representative who normally services your plant so that appropriate planning for Government inspection can be accomplished. You are required to provide an acceptable inspection area for the Government Representative. A copy of the OQE signifying that Government source inspection was performed shall accompany the shipment of material.

Buyer's Source Inspection Access

The Buyer reserves the right to inspect at source, or have inspected by an authorized representative, supplies and services not manufactured or performed at the Buyer's facility. In the event this right is to be exercised, the Buyer will notify Seller and will communicate scope and other arrangements as appropriate.

Should the Buyer not be present when the test/inspection/operation is scheduled, testing shall proceed unless otherwise notified by the Buyer. Witness of manufacturing processes and/or tests by the Buyer's Quality representative shall not be construed to indicate

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acceptance of the product. Evidence of Source Inspection shall normally accompany each shipment.

**- Fastener Thread Protrusion -**

Male threads on threaded fasteners, after being installed and tightened, shall protrude at least one thread beyond the top of the nut or plastic locking element. Where practicable, the number of threads protruding shall not exceed five, however, in no case shall thread protrusion exceed ten threads. Washers shall not be used for the sole purpose of lessening thread protrusion.

**- FAR & DFARS Requirements -**

- A. The below listed FAR and DFARS clauses are incorporated by reference and made part of this Order with the same force and effect as though set forth in full text.
- B. Unless the text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms "Contractor" means "SELLER," "Contracting Officer" means "BUYER," "Contract" means this Order and "Government" means "BUYER or the Government." However, the words "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract contracting officer or duly authorized representative.
- C. Unless a clause or parenthetical specifies or references a monetary threshold, thresholds for Truthful Cost and Pricing Data (referred to as "TCPD," and formerly known as TINA), the Simplified Acquisition Threshold (SAT), and the Micro Purchase Threshold (MPT) are those found in the definitions at FAR 2.101. Applicable thresholds are those in effect in the FAR on the date of Order award unless otherwise indicated.
- D. Whenever the FAR or DFARS clauses include a requirement for the resolution of disputes between the Parties in accordance with the "Disputes clause," the dispute shall be disposed of in accordance with the provision entitled "Disputes" in this Order.
- E. The full text of a clause may be accessed electronically at <http://farsite.hill.af.mil>.

<b>FAR CLAUSES/PROVISIONS</b>		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.202-1	Definitions <i>("solicitation" means the Buyer's customer's solicitation under which the Order is issued)</i>	(Nov 2013)
52.203-3	Gratuities <i>("Government" means "Buyer" (except "Government" means "Buyer or Government" in the phrase "to any officer or employee of the Government"))</i> .	(Apr 1984)

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FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.203-6*	Restrictions on Subcontractor Sales to the Government <i>(applies to Orders over Simplified Acquisition Threshold (SAT)) (Alt 1 applies to commercial items)</i>	(Sep 2006)
52.203-7*	Anti-Kickback Procedures <i>(applies to Orders over SAT) (Alt 1 applies to commercial items)</i>	(May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(May 2014)
52.203-12*	Limitation on Payments to Influence Certain Federal Transactions <i>(applies to Orders over \$150,000)</i>	(Oct 2010)
52.203-13*	Contractor Code of Business Ethics and Conduct (applies to Orders that exceed the threshold at FAR 3.1004(a) and that have a performance period of more than 120 days) (The Parties shall make all disclosures of violation of the civil False Claims Act or of Federal criminal law to the Office of the Inspector General of the agency issuing the prime contract under which this Order is issued with a copy to the Contracting Officer of the prime contract)	(Dec 2021)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights <i>(applies to Orders over SAT)</i>	(Apr 2014)
52.204-2*	Security Requirements <i>(applies to Orders that involve access to classified information, delete para. (c))</i>	(Mar 2021)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(May 2011)
52.204-9*	Personal Identity Verification of Contractor Personnel <i>(applies to Orders requiring access to a Federally-controlled facility or information system; contact Buyer for procedures)</i>	(Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(Oct 2016)
52.204-18	Commercial and Government Entity Code Maintenance	(Aug 2020)

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FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.204-21*	Basic Safeguarding of Covered Contractor Information Systems ( <i>applies to Orders in which Seller may have Federal contract information residing in or transiting through its information system</i> )	(Dec 2021)
52.204-23*	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	(Dec 2021)
52.204-25*	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	(Dec 2021)
52.209-6*	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment ( <i>applies to Orders over the threshold specified in FAR 9.405-2(b) for other than commercially available off-the-shelf items</i> )	(Dec 2021)
52.211-5	Material Requirements (the clause's requirement that Contracting Officer approval be obtained before using "surplus property" applies also to residual inventory resulting from terminated Government contracts or purchase orders awarded thereunder)	(Aug 2000)
52.211-15*	Defense Priority and Allocation Requirement	(Apr 2008)
52.215-2*	Audit And Records – Negotiation ( <i>applies to Orders over the SAT</i> )	(Oct 2010)
52.215-10	Price Reduction for Defective Cost or Pricing Data (applies only to Orders when it is contemplated that certified cost or pricing data will be required)	(Aug 2011)
52.215-11 (Dev)	Price Reduction for Defective Cost or Pricing Data – Modifications (Deviation 2022-O0001) (applies to Orders if it is contemplated that certified cost or pricing data will be required for the pricing of contract modifications)	(Oct 2021)
52.215-12*	Subcontractor Certified Cost or Pricing Data (Deviation 2022-O0001) (applies to Orders over the TCPD threshold at FAR 15.403-4(a)(1))	(Oct 2021)
52.215-13*	Subcontractor Certified Cost or Pricing Data – Modifications (Deviation 2018-O0015) (applies to Orders over the TCPD threshold at FAR 15.403-4(a)(1) on the date of Order modification)	(Jul 2018)

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FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.215-14*	Integrity of Unit Prices (applies to Orders over the SAT, delete paragraph(b))	(Dec 2021)
52.215-15*	Pension Adjustments and Asset Reversions ( <i>applies to Orders over the TCPD threshold</i> )	(Oct 2010)
52.215-18*	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions ( <i>applies to Orders over the TCPD threshold</i> )	(Jul 2005)
52.215-19*	Notification of Ownership Changes	(Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	(Dec 2021)
52.215-23*	Limitations on Pass-Through Charges (applies to cost reimbursable Orders over the TCPD threshold and fixed price Orders over the TCPD threshold at FAR 15.403-2 unless the Order meets an exception at FAR 15.408(n)(2)(i)(B)(2))	(Oct 2009)
52.219-8*	Utilization of Small Business Concerns ( <i>applies to Orders over the SAT threshold except for personal services or performed entirely outside United States</i> )	(Oct 2018)
52.219-9* (Dev)	Small Business Subcontracting Plan with Alt II (Nov 2021) Alternate IV (applies to Orders over the threshold at FAR 19.702(a) except commercial items and small businesses)	(Sep 2021)
52.222-2	Payment of Overtime Premiums	(Jul 1990)
52.222-4*	Contract Work Hours and Safety Standards Act – Overtime Compensation	(May 2018)
52.222-19 (Dev)	Child Labor – Cooperation with Authorities and Remedies (Deviation 2020-O0019) (except paragraph (a))	(Jan 2022)
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (applies to Orders exceeding the threshold specified in FAR 22.602)	(May 2014)
52.222-21*	Prohibition on Segregated Facilities	(Apr 2015)
52.222-26*	Equal Opportunity	(Sep 2016)
52.222-35*	Equal Opportunity for Veterans (applies to Orders valued at or above the threshold at FAR 22.1303(a))	(Oct 2015)

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FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.222-36*	Affirmative Action for Workers with Disabilities (applies to Orders over the threshold at FAR 22.1408(a))	(Jul 2014)
52.222-37*	Employment Reports on Veterans (applies to Orders valued at or above the threshold at FAR 22.1303(a))	(Feb 2016)
52.222-40*	Notification of Employee Rights Under the National Labor Relations Act (applies to Orders over \$10,000)	(Dec 2010)
52.222-50*	Combating Trafficking in Persons	(Jan 2019)
52.222-54*	Employment Eligibility Verification (applies to Orders for services over \$3,500 for work performed in the United States)	(Dec 2021)
52.223-3	Hazardous Material Identification and Material Safety Data	(Jan 1997)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	(Jun 2016)
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	(Jun 2016)
52.223-18*	Encouraging Contractor Policies to Ban Text Messaging While Driving (applies to Orders over the MPT)	(Aug 2011)
52.225-13*	Restrictions on Certain Foreign Purchases	(Jun 2008)
52.227-1*	Authorization and Consent (applies to Orders over SAT; Alt I applies to Research and Development Orders; Alt II applies to communication services)	(Dec 2007)
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement (applies to Orders over the SAT threshold)	(Dec 2007)
52.227-10*	Filing of Patent Applications – Classified Subject Matter (applies to Orders that cover classified subject matters)	(Dec 2007)
52.227-14	Rights in Data – General	(May 2014)
52.230-2*	Cost Accounting Standards (CAS) (Deviation 2018-O0012) (except paragraph “(b)”)	(Apr 2018)
52.230-6*	Administration of Cost Accounting Standards (applies to Orders with CAS covered sellers)	(Jun 2010)
52.232-17	Interest	(May 2014)

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FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.232-40*	Providing Accelerated Payments to Small Business Subcontractors ( <i>applies to Orders issued to small business concerns</i> )	(Dec 2021)
52.234-1*	Industrial Resources Developed Under Defense Production Act Title III	(Sep 2016)
52.243-7	Notification of Changes (replace "thirty (30)" with "twenty (20)" <i>in paragraphs (b) and (f)(2)</i> )	(Jan 2017)
52.242-15	Stop Work Order (Aug 1989) – Alternate I	(Apr 1984)
52.244-6*	Subcontracts for Commercial Items	(Jan 2022)
52.245-1	Government Property ( <i>excluding any warranty of suitability/serviceability contained in para. (d)(2) and (d)(2)(iii)</i> )	(Jan 2017)
52.246-26	Reporting Nonconforming Items ( <i>applies to Orders over the SAT that (i) are subject to the higher-level quality standards per 52.246-11, (ii) include electronic parts or (iii) are for critical items</i> ) (not applicable to commercial products and commercial services)	(Nov 2021)
52.247-63*	Preference for U.S. Flag Air Carriers	(Jun 2003)
52.248-1*	Value Engineering ( <i>applies to Orders of \$150,000 or more except as specified in FAR 48.201(a)</i> ) ( <i>substitute "Buyer" for "Contracting Officer" and "Government" throughout, except where used in the term "Government costs" and in paragraph (m) where "Government" shall mean "Government and/or Buyer."</i> )	(Oct 2010)

DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.203-7001*	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies ( <i>applies to Orders over the SAT threshold except commercial items</i> )	(Dec 2008)
252.203-7002*	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
252.203-7003	Agency Office of the Inspector General	(Aug 2019)
252.203-7004*	Display of Hotline Posters ( <i>applies to Orders over \$5,500,000</i> )	(Aug 2019)
252.204-7000*	Disclosure of Information	(Oct 2016)

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DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.204-7012*	Safeguarding Covered Defense Information and Cyber Incident Reporting (applies if covered defense information is provided to, or delivered by, Seller under this Order; Seller shall also provide Buyer with any reports it receives from lower tier subcontractors pursuant to this clause)	(Dec 2019)
252.204-7015*	Notice of Authorized Disclosure of Information to Litigation Support Contractors	(May 2016)
252.211-7003*	Item Unique Identification and Valuation (applies to Orders when any item is listed as requiring unique item identification)	(Mar 2016)
252.211-7006	Passive Radio Frequency Identification	(Mar 2018)
252.211-7007	Reporting of Government-Furnished Property	(Mar 2022)
252.215-7000	Pricing Adjustments (applies when it is contemplated that Cost or Pricing Data will be required)	(Dec 2012)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Alternate I) (supplements FAR 52.219-9 above)	(May 2019)
252.223-7008*	Prohibition of Hexavalent Chromium (applies to Orders for supplies, maintenance and repair services, or construction materials)	(Jun 2013)
252.225-7001	Buy American Act and Balance Of Payments Program – Basic	(Mar 2022)
252.225-7002	Qualifying Country Sources as Subcontractors	(Mar 2022)
252.225-7004	Report of Intended Contract Performance Outside the United States and Canada – Submission After Award (applies to Seller only for Orders that exceed the threshold specified in DFARS 225.7201(a) on the date of award of Buyer's prime contract that could be performed in the United States or Canada)	(May 2019)
252.225-7007*	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (applies to Orders for items covered by the United States Munitions List and 600 series of the Commerce Control List)	(Dec 2018)
252.225-7008	Restriction on Acquisition of Specialty Metals	(Mar 2013)

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CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals <i>(except paragraph (d) and (e)(1); Sellers utilizing the minimal content exception in paragraph (c)(6) shall submit a "Good Faith Estimate" on a form designated by Buyer)</i>	(Oct 2014)
252.225-7012	Preference for Certain Domestic Commodities (applies to Orders that exceed the threshold at DFARS 225.7002-2(a))	(Mar 2022)
252.225-7013*	Duty-Free Entry – Basic	(Mar 2022)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	(Jun 2005)
252.225-7016*	Restriction on Acquisition of Ball And Roller Bearings <i>(except for commercial items and items not containing ball or roller bearings are exempt)</i>	(Jun 2011)
252.225-7019*	Restriction on Acquisition of Anchor and Mooring Chain <i>(applies to items containing welded shipboard anchor and mooring chain, four inches or less in diameter)</i>	(Dec 2009)
252.225-7021	Trade Agreements – Basic	(Sep 2019)
252.225-7025*	Restriction on Acquisition of Forgings <i>(applies to forged items or items containing forged items)</i>	(Dec 2009)
252.225-7036	Buy American – Free Trade Agreement – Balance of Payments Program—Basic	(Dec 2017)
252.225-7048*	Export-Controlled Items	(Jun 2013)
252.226-7001*	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns <i>(applies to Orders exceeding \$500,000)</i>	(Apr 2019)
252.227-7013*	Rights in Technical Data – Noncommercial Items and Alt II (Mar 2011) (applies only to technical data if any portion was developed at Government expense)	(Feb 2014)
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies only to computer software or computer software documentation if any portion was developed at Government expense)	(Feb 2014)

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CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.227-7015*	Technical Data—Commercial Items and Alt I (Mar 2022) (applies to Orders for technical data for commercial items developed in any part at private expense)	(Feb 2014)
252.227-7016*	Rights in Bid or Proposal Information	(Jan 2011)
252.227-7019*	Validation of Asserted Restrictions – Computer Software (applies to Orders with deliverables for computer software)	(Sep 2016)
252.225-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	(May 2013)
252.227-7027	Deferred Ordering of Technical Data or Computer Software	(Apr 1988)
252.227-7037*	Validation of Restrictive Markings on Technical Data	(Sep 2016)
252.227-7039	Patents – Reporting of Subject Inventions	(Apr 1990)
252.231-7000	Supplemental Cost Principles	(Dec 1991)
252.234-7004*	Cost and Software Data Reporting System—Basic (applies to Orders over \$50 million)	(Nov 2014)
252.239-7001	Information Assurance Contractor Training and Certification	(Jan 2008)
252.243-7001	Pricing of Contract Modifications	(Dec 1991)
252.243-7002	Requests for Equitable Adjustment	(Dec 2012)
252.244-7000*	Subcontracts for Commercial Items ( <i>supplements FAR 52.244-6</i> )	(Jun 2013)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	(Apr 2012)
252.245-7002	Reporting Loss of Government Property (Seller shall forward the information required by the Clause to Buyer)	(Dec 2017)
252.246-7001	Warranty Of Data - Basic	(Mar 2014)
252.246-7003*	Notification of Potential Safety Issues (applies to Orders that Items are identified as: (i) 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)	(Jun 2013)

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<b>CLAUSE NUMBER</b>	<b>CLAUSE NAME</b>	<b>CLAUSE DATE</b>
252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System (excluding the introductory text and including only paragraphs (a) through (e)) (applies to Orders requiring delivery of electronic parts or assemblies containing electronic parts)	(Aug 2016)
252.246-7008	Sources of Electronic Parts (applies to Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer)	(May 2018)
252.247-7023*	Transportation of Supplies By Sea (applies to Orders over the SAT; if this Order is below the SAT, only paragraphs (a) through (e), and paragraph (i), apply)	(Feb 2019)
252.249-7002	Notification of Anticipated Contract Termination or Reduction (applies to Orders that equal or exceed the threshold specified in DFARS 249-7003 (c)(1) at the time of the notice; delete paragraph (d)(1) and the first five words of paragraph (d)(2))	(May 2019)

\* Denotes mandatory flow down where applicable.

**Flow Down Provision**

Buyer has indicated that certain provisions and FAR/DFARS clauses are required to be included in Seller's subcontracts with its lower tier subcontractors. That a clause or provision is not identified as a mandatory flow down, however, does not relieve Seller of its obligation to include the clause in lower tier subcontracts when required to satisfy Seller's contractual obligation under this order.