

**SUBCONTRACT CLAUSES — FIXED-PRICE SUBCONTRACT
FOR SUPPLIES, RESEARCH AND DEVELOPMENT, AND SERVICES****SECTION 1
NORTHROP GRUMMAN SYSTEMS CORPORATION STANDARD CLAUSES****CLAUSE INDEX:**

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CLAUSE NO. 1 - GENERAL INSTRUCTIONS TO SELLER

- a. Subcontract Number Identification for Invoicing and Shipping: This Subcontract number (including any modification or release designation) shall appear (i) on each invoice, packing list, and bill of lading; and (ii) on each package, container, or envelope for each shipment made pursuant to this Subcontract.
- b. Bills of Lading: A bill of lading shall be sent in triplicate to the destination address shown within this Subcontract, or to consignee, on the day shipment is made.
- c. Packing List: A packing list shall accompany each shipment of goods pursuant to this Subcontract and, if such shipment will complete delivery, the following notation shall appear thereon: "This shipment completes this order."
- d. Subcontract Number Identification on Data: Seller shall mark this Subcontract number and Seller's address on all data delivered hereunder.
- e. Packaging and Insurance: No additional charge for packaging or insurance shall be allowed (as a price, estimated or target cost, or fee adjustment) unless specifically provided for herein. Goods shall be packaged to ensure safe arrival at destination; and goods shall be described to conform with Carrier's Classification Rules so as to obtain lowest transportation cost. Seller shall not insure or declare value on shipments beyond the FOB point.

CLAUSE NO. 2 - SUBCONTRACT DEFINITIONS

As used throughout all clauses of this form, the following terms shall have the meanings set forth below, except where otherwise a purposeful distinction is made clear.

- a. The term "prime contract" means the Government prime contract between Buyer and the United States of America (hereinafter called the "Government" or "U.S. Government"), or the subcontract between Buyer and a Government prime contractor or subcontractor of any tier under which this Subcontract is issued, unless otherwise made clear.
- b. The term "subcontract" or "subcontractor" means any subcontract, or modification thereof, or subcontractor of Seller under this Subcontract at any tier.
- c. The term "the Schedule" means the Schedule of this Subcontract (so labeled, or if not so labeled, identified as the section of this Subcontract containing the "Articles").
- d. The terms "this Subcontract" and "this contract" are interchangeable and wherever appearing herein shall be deemed to mean this Subcontract.

CLAUSE NO. 3 - VALIDITY OF INDIVIDUAL PROVISION

The invalidity, in whole or in part, of any provision of this Subcontract shall not void or otherwise affect the validity of any other provision.

CLAUSE NO. 4 - WAIVER OF BREACH

No waiver of a breach of any provision of this Subcontract shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Subcontract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

CLAUSE NO. 5 - GOVERNING LAW

This Subcontract, and the acceptance thereof, shall be a contract made in the state identified in Buyer's address in this Subcontract and shall be governed by, and construed according to, the laws thereof if to be wholly performed within such state; provided, however, Government contract clauses included herein shall be construed and interpreted according to the federal law of Government contracts as enunciated and applied by federal statutes and regulations, and by federal judicial bodies, boards of contract appeals, and other judicial and quasi-judicial agencies of the federal government.

CLAUSE NO. 6 - COMPLIANCE WITH LAWS

Seller agrees to comply with all applicable federal, state and municipal laws and ordinances and all rules and regulations thereunder, and all provisions required thereby to be included herein are hereby incorporated herein by reference. Seller agrees to indemnify and hold Buyer harmless for all costs (including attorney's fees), liabilities, and judgments incurred by Buyer and caused by Seller's failure to comply with such laws, ordinances, rules, or regulations.

CLAUSE NO. 7 - ASSIGNMENT OF CLAIMS

Assignment of this Subcontract, or any interest therein or any payment due or to become due thereunder, without the prior written consent of Buyer shall be void. Should Buyer approve any assignment thereof, in no event shall any copy of any part or all of this Subcontract (including any plan, specification, or other document relating to work under this Subcontract) which is marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this Subcontract, or to any other person not entitled to receive the same, without the prior written consent of Buyer.

CLAUSE NO. 8 - INDEPENDENT CONTRACTOR

It is understood and agreed that the Seller shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by Seller to perform work hereunder shall be deemed to be Seller's employees exclusively, without any relation whatever to Buyer as employees of an independent contractor; that said employees shall be paid by Seller for all services in this connection; and that Seller shall be responsible for all obligations and reports covering social security, unemployment insurance, workers' compensation, income tax, and other reports and deductions required by state or federal law.

CLAUSE NO. 9 - CLAUSE MODIFICATION REQUIRED BY BUYER'S CUSTOMER

Seller agrees to incorporate into this Subcontract any revised clause or additional clause as Buyer may reasonably deem necessary to enable Buyer to comply with the provisions of the prime contract or higher-tier subcontract with its customer and any modifications thereto. If any such revised clause or additional clause causes any increase or decrease in the cost of or time required for performance of the Subcontract work, an equitable adjustment shall be made in accordance with the procedures of the Changes clause hereof.

CLAUSE NO. 10 - SUPERSEDING OR SUPPLEMENTARY SPECIFICATIONS

All references in any Buyer document or Government specification (excluding those incorporated in Seller's model specification) incorporated herein to any other Buyer or Government specifications shall be deemed to include any and all specifications superseding or supplementary to the specifications so referred to, to the extent that such superseding or supplementary specifications are in effect on the effective date of this Subcontract or on the effective date of any incorporating change notice, if Seller was furnished or otherwise had been notified of the existence of such superseding or supplementary specifications by that effective date.

CLAUSE NO. 11 - DEFAULT FOR INSOLVENCY

Buyer may terminate forthwith this Subcontract for default in accordance with the Default clause of this Subcontract in the event of the occurrence of any of the following: (i) insolvency of Seller (Seller shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not and whether insolvent within the meaning of the Federal Bankruptcy Act or not); (ii) the filing of a voluntary petition to have Seller declared bankrupt; (iii) the appointment of a receiver or trustee for Seller; or (iv) the execution by Seller of an assignment for the benefit of creditors.

CLAUSE NO. 12 - DRAWING AND SPECIFICATION REVIEW

If, during the term of this Subcontract, Buyer representatives review drawings, specifications, or other data developed by Seller in connection with this Subcontract and make suggestions or comments, or approve such documents and data, such action shall not serve to relieve Seller of any responsibility for the reliability, quality, rate of output, cost, delivery, performance, or any other requirements of this Subcontract.

CLAUSE NO. 13 - QUALITY CONTROL SYSTEM

Seller agrees to provide and maintain a quality control system acceptable to Buyer and the Government and to provide access to Seller's facilities at all reasonable times for surveillance periodically by Buyer and authorized Government representatives. Seller agrees to include, and to require its subcontractors to include, the substance of this paragraph, including this sentence, in each of its subcontracts under this Subcontract.

CLAUSE NO. 14 - DISCLOSURE OF INFORMATION (Also note clause of DFARS 252.204-7000)

Seller shall not, in any manner, advertise or publish the fact that it has furnished or contracted to furnish Buyer the goods or services herein mentioned without prior written consent of Buyer. Seller shall not disclose any details in connection with this Subcontract to any party except as may be otherwise provided.

CLAUSE NO. 15 – PROPRIETARY INFORMATION

- a. If a separate Proprietary Information Agreement exists between the Parties, which relates to the subject matter of this Order, then Proprietary Information furnished by one Party to the other Party shall be protected pursuant to such Proprietary Information Agreement.
- b. If no separate Proprietary Information Agreement exists between the Parties, Seller agrees to keep confidential and not to disclose to any other person any Proprietary Information received from Buyer in connection with this Order. Seller further agrees to use Proprietary Information only for purposes necessary for performing this Order, without first obtaining Buyer's written authorization.
- c. Seller may disclose Proprietary Information to its subcontractors as required for the performance of this Order, provided that each such subcontractor first assumes by written agreement the same obligations imposed on Seller under this Order relating to such Proprietary Information.
- d. All documents and other tangible media (excluding Products) containing or conveying Proprietary Information and transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer.
- e. Neither the existence of this Order nor the disclosure hereunder of Proprietary Information or any other information shall be construed as granting expressly by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's customer, except as specifically set forth herein.
- f. Seller's obligations with respect to Proprietary Information disclosed hereunder prior to the performance in full, termination or cancellation of this Order shall not, except as expressly set forth herein, be affected by such performance in full, termination, or cancellation.
- g. Unless otherwise provided herein, or authorized by Buyer in writing, Seller shall use Proprietary Information and/or data only in the performance of this Order, however, the foregoing limitation shall not apply to items produced for direct sale to the U.S. Government in the event that the U.S. Government has an unlimited right to license or use Buyer's Proprietary Information.

CLAUSE NO. 16 - BUYER'S USE OF SELLER'S DATA

Seller agrees that all information heretofore or hereafter furnished or disclosed to Buyer by Seller in connection with the placing or performance of this Subcontract is furnished or disclosed as a part of the consideration for this Subcontract; that such information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary; and that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Buyer, its assigns, or its customers. No employee of Buyer has the authority to make an agreement providing for the confidential treatment of, or limiting the use of or disclosure of, information so furnished or disclosed, unless such agreement is made in writing and signed by Buyer's cognizant general manager or his authorized representative who has been delegated authority to sign such agreements. In the event this Subcontract is issued under a U.S. Government prime contract and any regulatory rights in technical data clause is incorporated into this Subcontract, such clause shall apply and this clause shall be deemed to be deleted; however, Buyer shall have the right to utilize Seller's data in the performance of the prime contract.

CLAUSE NO. 17 - DATA--WITHHOLDING OF PAYMENT

If data or other deliverable information (hereinafter called "data"), or any part thereof, is not delivered within the time specified by this Subcontract, or is deficient upon delivery (including having restrictive markings not specifically authorized by this Subcontract), Buyer may, until such data is delivered or deficiencies are corrected, withhold payment to Seller of ten percent (10%) of the total Subcontract price, unless a lesser withholding is specified in the Schedule. Payments shall not be withheld nor any other action taken pursuant to this clause where Seller's failure to make timely delivery, or to deliver data without deficiencies, arises out of causes beyond the control and without the fault or negligence of Seller within the meaning of the Default clause of this Subcontract. The withholding of any amount or subsequent payment thereof to Seller shall not be construed as a waiver of any rights accruing to the U.S. Government or Buyer under this Subcontract.

CLAUSE NO. 18 - INDEMNIFICATION

Seller shall indemnify, defend, protect, and hold harmless Buyer, its officers, employees, and agents from and against all cost, losses, expense, damages, claims, suits, or any liability whatsoever (including attorney's fees), arising out of or in connection with the work to be performed hereunder, or any act or omission of Seller, its agents, employees, or subcontractors; except to any extent otherwise expressly provided elsewhere within this Subcontract.

CLAUSE NO. 19 - BUYER-OWNED PROPERTY FURNISHED TO SELLER

- a. Title to all property (other than Government property as defined at FAR 45.101) furnished to Seller by Buyer or paid for by Buyer shall remain with Buyer. Seller shall not alter or use such property for any purpose other than that specified by Buyer without the prior written consent of Buyer. Seller shall keep adequate records, which shall be made available to Buyer upon request, and shall store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice, all at Seller's expense.
- b. Buyer does not provide any warranties with respect to its property, which is to be provided to Seller in "as is" condition, and notwithstanding the actual condition of such property, all items delivered or services performed by Seller shall be in strict accordance with the requirements of this Subcontract; unless otherwise expressly provided for elsewhere within this Subcontract.
- c. In the event that Buyer's property becomes lost or damaged for any reason while in Seller's possession, Seller agrees to replace (if lost or irreparable) or repair (if reparable) such property, at Seller's expense, in accordance with Buyer's request. At the completion of delivery of the goods or services ordered by Buyer in this Subcontract for which Buyer's property was required, or the termination of this Subcontract, Seller shall request disposition instructions for all such Buyer's property, or the remainder thereof, whether in its original form or in semi-processed form. Seller agrees to make such property available to Buyer at Buyer's request, in the manner requested by Buyer, including preparation, packaging, and shipping as directed. Expenses for preparation and for shipment shall be for Seller's account, and shipment shall be made FOB Seller's plant. Buyer may, at its sole discretion and by written notice, divest itself of title in favor of Seller.

CLAUSE 20. RESERVED.

CLAUSE NO. 21 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA

Cost proposals are to be submitted in accordance with the applicable requirements of the Section 3 clauses hereof at FAR 52.215-12, 52.215-13, 52.215-20, and 52.215-21.

CLAUSE NO. 22 - DISPUTES

- a. Any dispute arising under, out of, or in connection with this Subcontract, that is not resolved by agreement of the parties or pursuant to paragraph b. or c. below may be resolved by appropriate legal proceedings. Pending any decision, appeal, or judgment, or the settlement of any such dispute, Seller shall proceed diligently with the performance of this Subcontract (except with respect to any Buyer cancellation or termination of Subcontract work).
- b. Notwithstanding any provision of this Subcontract to the contrary, if a decision on any question under, out of, or relating to the prime contract is made by the Government, and such question also arises under, out of, or relates to this Subcontract, said decision if binding upon Buyer shall in turn be binding upon Buyer and Seller with respect to such question under this Subcontract; provided, however, that if Seller disagrees with any such decision made by the Government, and if Buyer elects not to invoke remedies under Public Law No. 95-653 (as amended), the Contract Disputes Act of 1978, to the extent Buyer has the right to invoke such remedies, Seller shall have the right to invoke the said remedies in the name of Buyer; provided further, that notice of Seller's intention to do so is furnished to Buyer in writing within thirty days from the date on which Seller receives notice of such decision and Buyer's election not to pursue its available remedies. If Buyer elects not to contest any such decision where it is Buyer's right to do so, Buyer agrees to notify Seller within ten days after receipt of such decision and to provide reasonable assistance to Seller in its prosecution of any resulting litigation. If Buyer elects to contest any such decision of the Government, Buyer agrees to promptly furnish Seller with a copy of the appeal or other initial pleadings. Any decision or judgment rendered pursuant to the Contract Disputes Act of 1978 (as amended), if binding upon Buyer, shall, in turn, be binding upon Seller. All costs of pursuing remedies invoked by Seller shall be paid by Seller, without prejudice to any right Seller may have to recovery or allowance thereof.
- c. If Seller is otherwise adversely affected by any decision made by any representative of the Government on any question of fact or law arising under the prime contract, which is also related to this Subcontract, from which an appeal under the Disputes clause in the prime contract is not available, said decision if binding upon Buyer shall, in turn, be binding upon Buyer and Seller with respect to such question as it relates to this Subcontract; provided, however, if Seller is adversely affected by any such decision and, in good faith, disagrees with such decision, and if Buyer elects not to bring suit against the Government with respect to such decision, Buyer shall promptly notify Seller, and Seller shall have the right to bring suit against the United States in the name of Buyer. A final judgment or ruling in any such action, if binding upon Buyer shall, in turn, be binding upon Seller and Buyer under this Subcontract, with respect to the question decided as it relates to this Subcontract. Buyer agrees to provide reasonable assistance in the prosecution of any such action in every reasonable manner. All costs of any such suit, or of any appeal prosecuted by Seller, shall be paid by Seller, without prejudice to any right Seller may otherwise have to recovery or allowance thereof.
- d. Any claim (as defined in the clause of FAR 52.233-1) or amendment thereof shall be made in writing, signed by a senior official in charge at the plant or location involved, and submitted to the subcontract manager. Seller shall certify any such claim or amendment thereof that exceeds \$100,000 as follows:

"I certify that this claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, and that the amounts requested accurately reflect the subcontract adjustment for which the Seller believes Buyer is liable."

Subcontractor's Name _____
Date _____

By (Signature) _____
Title _____

- e. If, as a result of any decision or judgment that is binding upon Seller and Buyer, Buyer is unable to obtain reimbursement from the Government under the prime contract for, or is required to refund or credit to the Government, any amount with respect to any item of cost or fee for which Buyer has reimbursed Seller, Seller shall, on demand, promptly repay such amount to Buyer.
- f. The rights and obligations herein shall survive completion of and final payment under this Subcontract.

CLAUSE NO.23 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA/NONCOMPLIANCE WITH CAS

- a. The Buyer's prime contract or subcontract with its customer under which this Subcontract is issued may contain a clause that entitles the customer, the U.S. Government ("the Government") or a Government prime contractor or a subcontractor, to reduce Buyer's contract price, or any costs reimbursable thereunder, where the Government determines that such price or cost was increased by any significant sum, because Seller or any of its subcontractors or prospective subcontractors failed to furnish, in connection with the award or modification of this Subcontract, cost or pricing data that was current, complete, and accurate. Seller hereby agrees to indemnify and hold Buyer harmless from any costs Buyer may incur resulting from such a failure or alleged failure (including court costs and attorney's fees) and any claims, suits, actions, judgments, or liabilities assessed against Buyer as a result of such a failure to provide current, complete, and accurate cost or pricing data; provided, however, that Seller's liability to Buyer hereunder shall not include any profit, costs, or charges added to Seller's price or costs by Buyer and included in Buyer's price or costs to its customer.
- b. As Seller's exclusive remedy for relief from such a determination by the Government, to the extent Buyer has the right to invoke remedies under the Disputes Act, Seller shall have the right to assert, in Buyer's name and at Seller's expense, any right available to Buyer to appeal from such determination; and the resolution of such an appeal, through judgment, settlement, or otherwise, shall be final and conclusive as to Seller's indemnification and hold harmless obligations to Buyer under this Subcontract.
- c. The provisions of paragraphs a. and b. above shall also be applicable to adjustments in the price of this Subcontract required by the clause entitled Cost Accounting Standards or Disclosure and Consistency of Cost Accounting Practices (if either such clause is determined to be applicable).
- d. The rights and obligations of Buyer and Seller under this clause shall survive completion of and purported final payment under, or termination of, this Subcontract.

CLAUSE NO. 24 - EXPORT RELATED REQUIREMENTS

- a. Export Compliance. Subcontractor is advised that its performance of this Subcontract 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"). Subcontractor represents and warrants that it is either 1) a U.S. Person as that term is defined in the Export Laws and Regulations, or 2) 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 US immigration status. Subcontractor shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.
- b. Foreign Personnel. Subcontractor shall not give any Foreign Person 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 Northrop Grumman Systems Corporation in response to Subcontractor's request under this paragraph b shall relieve Subcontractor of its obligations to comply with the provisions of paragraph a or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph a, nor constitute consent for Subcontractor to violate any provision of the Export Laws and Regulations.
- c. Indemnification. Subcontractor shall indemnify and save harmless Northrop Grumman Systems Corporation from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Subcontractor's failure to comply with the provisions of this Clause No. 24 and breach of the warranty set forth in paragraph a. Any failure of Subcontractor to comply with the requirements or any breach of the warranty contained in this Clause 24 shall be a material breach of this Subcontract.
- d. Subcontracts. The substance of this Clause 24 shall be incorporated into any subcontract entered into by the Subcontractor for the performance of any part of the work under this Subcontract.

CLAUSE NO. 25 - INCREMENTAL FUNDING

If this Subcontract is to be incrementally funded (as opposed to fully-funded), such shall be governed by one of the following clauses as appropriate: (i) Section 3 DFARS 252.232-7007, Limitation of Government's Obligation; or (ii) Section 3 NFS 18-52.232-77, Limitation of Funds (Fixed-Price Contract); or (iii) an alternate clause incorporated into the Subcontract by mutual agreement.

CLAUSE NO. 26 - PROCUREMENT INTEGRITY

Seller shall fully comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, section 27 of the Office of Federal Procurement Policy Act (the Procurement Integrity Act), (41 U.S.C. 423) and its implementing regulations. In addition, seller agrees to promptly provide Buyer any and all information and certifications requested by Buyer in this regard. Seller agrees to defend, hold harmless and indemnify Buyer, its officers, employees and agents from and against any and all liability, charges, damages, costs, expenses, investigations, suits and attorney's fees arising out of or in any way relating to seller's failure to comply with this provision.

CLAUSE NO. 27 - INTELLECTUAL PROPERTY INDEMNITY

Seller warrants that the sale, use, or incorporation into manufactured products of all machines, devices, material, software, and firmware which are not of Buyer's design, composition, or manufacture shall be free and clear of infringement of any valid United States patent (to the extent the Authorization and Consent clause at FAR 52.227-1 is not included in this Subcontract), copyright, trade mark, mask works, or other proprietary rights. Seller shall hold Buyer, its customers and lessees harmless from any and all expenses, liability, and loss of any kind, including but not limited to attorney's fees, all costs, expenses, and fees growing out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller agrees to defend.

CLAUSE NO. 28 - SUBCONTRACTING

Seller shall obtain Buyer's prior written consent before issuing any next-tier subcontract under this Subcontract (i) if such next-tier subcontract exceeds the greater of \$250,000 or five percent of the amount of this Subcontract, or (ii) if such prior written consent is otherwise required by any other express provision of this Subcontract.

CLAUSE NO. 29 - TAXES

Seller's prices shall include all federal, state or local, or excise taxes levied upon or measured by the sale, the sales price, or the use of goods required in the performance of this Subcontract. Seller shall list separately on its invoice any such tax lawfully applicable to any such goods, and payable by Buyer, with respect to which Buyer does not furnish to Seller lawful evidence of exemption. Seller's prices shall not include any taxes on property owned by the U. S. Government, unless authorized in writing by Buyer. Seller agrees to comply with any reasonable request by Buyer regarding payments under protest, and regarding any refunds, claims, litigation, or proceedings with respect to any such taxes, and to make appropriate adjustments to afford Buyer the benefit of any refund or reduction in such taxes.

CLAUSE NO. 30 - SET-OFF

Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer, or any of its affiliated companies, against any amount payable at any time by Buyer or any of its affiliated companies to Seller.

CLAUSE NO. 31 - WARRANTIES

- a. Notwithstanding any prior inspection and/or acceptance and the conclusiveness thereof, Seller expressly warrants that all goods and services delivered hereunder shall be free from defects, shall be of good materials and workmanship, and shall conform to applicable specifications, drawings, samples, and performance specifications, whether set forth in this Subcontract or in Seller's sales literature. In the event of a conflict between the terms of this Subcontract and such sales literature, the terms of this Subcontract shall prevail.
- b. The foregoing warranties shall survive inspection and acceptance of, and payment for, the items delivered and services performed hereunder and shall remain in effect as to each item of material or services furnished for a period of eighteen months after it is accepted by Buyer and shall run to Buyer, its successors, assigns, and customers. Said warranties shall not be deemed to limit any warranties of additional scope given to Buyer by Seller, not to limit Buyer's rights or Seller's obligations under any other provision of this Subcontract, at law or in equity. No warranties are waived by Buyer supplying, reviewing, commenting upon, or approving plans, specifications, or data, or inspecting or accepting the goods or services. When Buyer furnishes specifications to Seller, Seller shall immediately notify Buyer of any infringement claim, and Buyer may defend or negotiate the disposition of any such claims. Items repaired or replaced pursuant to this clause by Seller shall, unless otherwise specifically provided herein, be subjected by Seller to the same qualification/acceptance testing as was applicable to the item at the time of original delivery to Buyer.
- c. In the event Seller is required to replace or correct any component of any item as a result of a breach of any foregoing warranty, the running of the warranty period for the items of which the defective component is a part shall be suspended from the date Seller receives notice of the breach of warranty until the date the component is replaced or corrected, and this warranty shall apply to such replacement or corrected items furnished for the unexpired portion of the warranty period.

- d. Seller agrees to indemnify, defend, protect, and hold harmless Buyer for all liabilities, loss, costs, damages, and expense (including reasonable attorney fees) resulting from any breach of any, or all, of Seller's warranties, express, or implied. In the event of Seller's breach of warranty, Buyer may, at its election and in addition to any other rights or remedies it may have at law or equity or under this order, recover from Seller any cost of removing such items from property, equipment, or products in which such items have been incorporated, and any additional costs of disassembly, fault isolation, failure analysis, reinstallation, reinspection, and retesting. Further, Buyer may, at its election, (a) return the items at Seller's risk and expense and recover from Seller the price paid therefor and, if elected by Buyer, purchase or manufacture similar items and recover from Seller the excess costs and expenses thereof; (b) retain the items and equitably reduce their price; or (c) require Seller, at Seller's expense, to promptly replace or correct the items and, if Seller fails to promptly replace or correct such items as directed by Buyer, Buyer may repair them or have them repaired at Seller's expense or elect any of the remedies available to it under this order or at law or in equity.

CLAUSE NO. 32 - INSURANCE (Clause is applicable only if, and then only to the extent, work under this Subcontract is to be performed by Seller on property under ownership, possession, or control of Buyer or Buyer's customer)

- a. Seller shall maintain the following insurances: (1) Worker's or Workmen's Compensation Insurance within statutory limits as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation against Buyer, including all State and Voluntary Compensation endorsement; (2) Employer's Liability Insurance with a limit of \$1,000,000; (3) Comprehensive General Liability Insurance, including (i) Operations and Premises Liability (with elevator liability), (ii) Contractor's Protective Liability, (iii) Completed Operations and Product Liability (maintained in effect for a period of five years after the date of final payment), (iv) Personal Injury Liability, (v) Contractual Liability, and (vi) Broad Form Property Damage Liability (including for completed operations), on an occurrence basis in an amount of a combined single limit of not less than \$2,000,000 per occurrence; and (4) Comprehensive Automobile Liability Insurance, including (I) personal injury and (ii) property damage, to cover (a) owned automobiles, (b) automobiles under long-term lease, (c) hired automobiles, (d) employer's non-ownership liability, (e) medical payments, and uninsured motorists, in the amount of a combined single limit of not less than \$2,000,000 per occurrence.
- b. Such insurance coverage as is required under this Subcontract shall be in a form and with insurance carriers satisfactory to Buyer and without additional cost to Buyer as a price adjustment, unless otherwise expressly provided for elsewhere within this Subcontract. Such insurance shall protect (i) Seller, (ii) Buyer, (iii) any other party expressly designated by Buyer elsewhere within this Subcontract, from claims that arise out of or result from operations by (i) Seller under this Subcontract, or (ii) any lower-tier Subcontractor(s) of Seller, or (iii) anyone directly or indirectly employed by any of them, or (iv) anyone for whose acts any of them may be liable.
- c. Seller shall have all liability insurance required under this Subcontract amended or endorsed to name Buyer as an additional insured and to indicate that, with respect to the additional insured, there shall be severability of interest. As evidence of said coverage, Seller shall forward certificates of insurance, or copies of insurance policies, to Buyer, which instruments shall contain a provisions requiring notification of Buyer in writing of any cancellation or nonrenewal of said coverage not less than thirty days before its effectivity.
- d. If Seller fails to purchase or maintain liability insurance required under this purchase order, Buyer may, but is not obligated to, purchase such insurance on Seller's behalf and shall be entitled to be repaid for any premiums paid therefor by Buyer.

CLAUSE NO. 33 - COMPLIANCE WITH WIRING CODES

Seller warrants that any electrical powered equipment, machinery and appliances to be delivered to Buyer in performance of this order shall comply with the following: (1) applicable electrical wiring codes of the city, county, and state; and (2) nationally recognized consensus standards, including, but not limited to, National Electrical Codes (NEC), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), and American National Standards Institute (ANSI). Seller also warrants that the work to be performed under this order will be accomplished by qualified workers.

CLAUSE NO. 34 - CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) (Clause is applicable only to non-domestic suppliers.)

Buyer supports the U.S. Customs and Border Protection (CBP) Customs-Trade Partnership Against Terrorism (C-TPAT) program. The C-TPAT program is a joint effort between CBP and the trade community to reduce the threat of terrorism by means of protecting the integrity of cargo imported into the United States. As a seller to Buyer, your support of C-TPAT is critical to the realization of Buyer's objectives and to the cooperative endeavor between U.S. importers and CBP. Buyer requires foreign suppliers of imported goods to scrutinize and, where necessary, develop sufficient security measures within their own supply chain. To the extent that Seller is a foreign supplier of imported goods, it agrees to scrutinize, based on risk, appropriate security measures to be implemented and maintained throughout the supply chain, including out-sourced or contracted elements of the supply chain, such as transportation, conveyance, warehouse, broker, consolidator or other elements. The Seller agrees to work with these business partners to ensure that pertinent security measures are in place and adhered to and, where necessary, develop sufficient security measures within its own supply chain. More information about C-TPAT can be

found at www.cbp.gov. In particular, Seller agrees to implement the C-TPAT Security Guidelines for Manufacturers found at the CBP website.

CLAUSE NO. 35 – LANGUAGE

Buyer and Seller agree that the authorized language for any and all documentation that is to be exchanged between the parties in furtherance of the performance of this subcontract shall be the English language.

SECTION 2 SELLER REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications apply to the Offeror (preaward), and to the Seller (postaward) as constituting part of any resulting subcontract. These representations and certifications will be considered in connection with a preaward determination of the Offeror's responsibility. If any required representation or certification (as determined from any scoping provision after its title) cannot be made in whole or in any part, the Offeror should prior to or with its offer provide written notification and detail to the Buyer for a determination of the Offeror's eligibility for award. Notwithstanding the foregoing, the Buyer may by separate notification require the Offeror to submit separate and specifically signed representations and certifications. Representations and certifications include compliance warranties.

CLAUSE INDEX:

- | | |
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| 1. Supplier Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | 6. Reserved |
| 2. Supplier Certification Regarding Responsibility Matters | 7. Supplier Anti-Kickback Warranty and Indemnification |
| 3. Reserved | 8. Reserved |
| 4. Supplier Previous Contracts and Compliance Reports Representation | 9. Supplier Small Business Program Representation |
| 5. Supplier Affirmative Action Compliance Representation | 10. Supplier Certification of Toxic Chemical Release Reporting |

CLAUSE NO. 1 - SUPPLIER CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS:

(Clause is applicable only if this Subcontract exceeds or will exceed \$100,000. The definitions and prohibitions contained in the Limitation on Payments to Influence Certain Federal Transactions clause at FAR 52.203-12 are hereby incorporated by reference in this certification.) Relating to the associated provision of Section 3, FAR 52.203-11, of this form:

The Offeror, by submitting its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, - (i) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; (ii) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Buyer; and (iii) he or she will include the language of this certification in all lower-tier purchase orders (term includes subcontracts) at any tier and require that all recipients of awards in excess of \$100,000 shall certify and disclose accordingly. *Note: Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.*

CLAUSE NO. 2 - SUPPLIER CERTIFICATION REGARDING RESPONSIBILITY MATTERS:

(Clause is applicable only if this Subcontract (i) is first-tier from the prime contract, and (ii) exceeds or will exceed \$100,000). Relating to the associated provision of Section 3, FAR 52.209-5, of this form and the Buyer's responsibility under the provisions of the clause at FAR 52.209-6 at a \$30,000 threshold:

The Offeror certifies, to the best of its knowledge and belief, that - the Offeror and/or any of its principals - (i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (ii) have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; (iii) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in (ii) of this provision; (iv) have not, within a three-year period

preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. The Offeror further certifies that it has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency. *Note: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.*

CLAUSE NO. 3 - RESERVED

CLAUSE NO. 4 - SUPPLIER PREVIOUS CONTRACTS AND COMPLIANCE REPORTS REPRESENTATION: (Clause is applicable only if Equal Opportunity clause at FAR 52.222-26 is determined to apply to this Subcontract.) Relating to the associated provision of Section 3, Prohibition of Segregated Facilities at FAR 52.222-22, of this form:

Offeror represents that (i) it has participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; (ii) it has filed all required compliance reports, and (iii) representations indicating submission of required compliance reports, signed by proposed subcontractors at lower-tiers will be obtained before subcontract awards.

CLAUSE NO. 5 – SUPPLIER AFFIRMATIVE ACTION COMPLIANCE REPRESENTATION: (Clause is applicable if Equal Opportunity clause at FAR 52.222-26 is determined to apply to this Subcontract.) Relating to the associated provision of Section 3, FAR 52.222-25, of this form:

Offeror represents that it 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).

CLAUSE NO. 6 – RESERVED.

CLAUSE NO. 7 – SUPPLIER ANTI-KICKBACK WARRANTY AND INDEMNIFICATION: (Clause is applicable only if this Subcontract exceeds or will exceed \$100,000.) Relating to the Anti-Kickback Procedures clause of Section 3, FAR 52.203-7, of this form:

Seller warrants that it is in full compliance with the provisions of the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and shall indemnify, protect, defend, and hold Buyer harmless from any liabilities or monetary loss Buyer may suffer resulting from failure of such compliance by Seller.

CLAUSE NO. 8 – RESERVED.

CLAUSE NO. 9 – SUPPLIER SMALL BUSINESS PROGRAM REPRESENTATION: (Implementation of clause at FAR 52.219-1.)

Seller warrants, represents and reaffirms the Representation and Certification previously provided to Buyer and agrees that all information provided in that Certification remains accurate and complete upon award of this subcontract.

CLAUSE NO. 10 – SUPPLIER CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING: (Clause is applicable only if this subcontract (i) is for other than a commercial item per FAR Part 2, and (ii) exceeds or will exceed \$100,000). Submission of this certification is a prerequisite for making or entering into any resulting purchase order as imposed by Executive Order 12969, August 8, 1995 Relating to the Toxic Chemical Release Reporting clause of Section D, FAR 52.223-14, of this form:

By signing this offer, the offeror certifies that-(i) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in Section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of EPCRA and Section 6607 of PPA; or (ii) none of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the reasons cited in subparagraph (b) (2) of the full text certification provision at FAR 52.223-13.

SECTION 3

FAR AND FAR SUPPLEMENT CONTRACT CLAUSES

(Section 3 excludes Patent Rights and Data Rights contract clauses [except at FAR 52.227-1, -2, and -10, subject to scoping provision], which clauses, if any, are separately provided for within this Subcontract.)

General Preamble. The Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), and National Aeronautics and Space Administration FAR Supplement (NFS) clauses identified hereinbelow are hereby incorporated into this Subcontract by reference with full force and effect. The additional DFARS and NFS clauses augment and supplement the FAR clauses, taking precedence thereover to any extent inconsistent therewith. The applicability and interpretation of each such clause are subject to any specific parenthetical statement following its title and setting forth conditions, requirements, and instructions for use of the clause (hereinafter called its scoping provision).

In the event that the Buyer shall have entered into a definitive prime contract or higher-tier subcontract with its customer prior to the effective date of this supporting Subcontract, and unless otherwise stated elsewhere in this Subcontract, the date of each undated clause identified hereinbelow (i) shall be the same date as any equivalent

clause of such definitive prime contract or subcontract; or (ii) if there is no equivalent clause, shall be the regulatory date in effect therefor as of the effective date of the solicitation preceding this supporting Subcontract. In the event that the Buyer shall not have entered into a definitive prime contract or higher-tier subcontract with its customer prior to the effective date of this supporting Subcontract, and unless otherwise expressly stated elsewhere in this Subcontract, the date of each undated clause identified hereinbelow shall be the regulatory date in effect therefor as of the effective date of the solicitation preceding this supporting Subcontract.

All such clauses shall, with respect to the rights, duties, and obligations of the Buyer and Seller thereunder, be interpreted and construed in such manner as to recognize and give effect to: (i) the contractual relationship between the Buyer and the Seller under this Subcontract, (ii) the rights of any higher-tier subcontractor with respect thereto under the higher-tier subcontract, and (iii) the rights of the Government or other customer with respect thereto under the prime contract from which such clauses are derived.

Where rights, duties, and obligations are expressed herein as applying to the Government, they shall generally apply by reason of the flow-down to the Buyer; and where expressed herein as applying to the Contractor, they shall generally apply by reason of the flow-down to the Seller. As an exception to such generalization, some scoping provisions may particularize such definitions, which particularizations are to be accorded precedence.

All Seller contact with the prime contractor and/or any higher-tier subcontractor relating to performance of this Subcontract shall be through or coordinated with the Buyer, except as may be otherwise expressly provided for within this Subcontract.

Where (i) claims or reports from the Seller need to be sent by the Buyer to its customer for review, approval, or preservation of rights; and (ii) time constraints have been flowed down in this Subcontract; and (iii) associated Buyer processing time has not been expressly provided for herein; each such time constraint shall be deemed to be cut back by a number of days reasonable to allow for Buyer processing under the particular circumstances.

1. FAR CONTRACT CLAUSES

A. FAR Contract Clauses Applicable to this Subcontract Irrespective of Amount Thereof (subject to any scoping provision per individual clause)

52.202-1	Definitions
52.203-3	Gratuities (Clause is not applicable to any extent this Subcontract is for personal services.)
52.204-2	Security Requirements (In paragraph (c), "Changes clause" shall be deemed to be that of this Subcontract.)
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements (Clause is applicable unless this Subcontract provides no DPAS rating on the title page thereof.)
52.215-15	Pension Adjustments and Asset Reversions (Clause is applicable only (i) if this Subcontract requires certified cost or pricing data, or (ii) if any preaward or postaward cost determinations under this Subcontract are subject to FAR Subpart 31.2.)
52.215-16	Facilities Capital Cost of Money (Clause is applicable only if FCCM was included as cost in pricing this Subcontract.)
52.215-17	Waiver of Facilities Capital Cost of Money (Clause is applicable [in place of Facilities Capital Cost of Money clause of FAR 52.215-30] only if FCCM was not included as cost in pricing this Subcontract.)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Clause is applicable only (i) if this Subcontract requires certified cost or pricing data, or (ii) if any preaward or postaward cost determinations under this Subcontract are subject to FAR Subpart 31.2.)
52.215-19	Notification of Ownership Changes (Clause is applicable only if (i) this Subcontract required [preaward] or requires [postaward] certified cost or pricing data, or (ii) any preaward or postaward cost determinations under this Subcontract are subject to FAR Subpart 31.2.)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.219-28	Post-Award Small Business Program Rerepresentation (Clause is applicable if this Subcontract (i) exceeds the micro-purchase threshold, and (ii) will be performed in the U.S. or outlying areas.)
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor (Clause is not applicable if this Subcontract is determined to be subject to Walsh-Healey Public Contracts Act at FAR 52.222-20.)
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports (Representation provided for in Section 2 of this form.)
52.222-25	Affirmative Action Compliance (Clause is applicable if Equal Opportunity clause has been determined to be

applicable to this Subcontract. Representation provided for in Section 2 of this form.)

- 52.222-26 Equal Opportunity (Clause is applicable only (i) if this Subcontract is not exempted by Secretary of Labor under Executive Order 11246 as amended, and (ii) then only with respect to provisions of subparagraphs (b) (1) through (b)(11) [binding Seller thereto]. DoD deviation applies if this subcontractor stems from high-tier with DoD.)
- 52.222-41 Service Contract Act of 1965, as Amended - Clause is applicable only to the extent that such clause is in Buyer's contract with its customer and the subcontract involves services subject to such Act.
- 52.222-50 Combating Trafficking in Persons
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-5 Pollution Prevention and Right-to-Know Information (Clause is applicable only to services to be performed on a Government facility.)
- 52.223-7 Notice of Radioactive Materials
- 52.225-8 Duty-Free Entry (Clause is applicable only if such clause is contained in Buyer's prime contract or subcontract with its customer—under which any reduced duty-free entry thresholds shall apply. Under paragraph (c)(1), change “20 days” to “30 days.” Under paragraph (c)(2), change “10 days” to “20 days.”)
- 52.225-13 Restrictions on Certain Foreign Purchases (Clause is applicable if item is other than commercial item or component per clause at FAR 52.244-6.)
- 52.227-1 Authorization and Consent (Clause is applicable only if and to extent such clause is contained in Buyer's prime contract or subcontract with its customer.)
- 52.227-10 Filing of Patent Applications—Classified Subject Matter
- 52.232-9 Limitation on Withholding of Payments
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (Clause is applicable only if this Subcontract is identified elsewhere herein as stemming from a major system prime contract.)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Applicable to any work performed on a Government installation. “Government” thereunder means Buyer, prime contractor [if not Buyer], and any higher-tier subcontractor.)
- 52.237-3 Continuity of Services (Clause is applicable only to any services being provided under this Subcontract.)
- 52.242-1 Notice of Intent to Disallow Costs (Clause is inapplicable to any work priced on a firm-fixed-price basis.)
- 52.242-15 Stop-Work Order--Alternate I (In subparagraph (b) (2), change “30 days” to “15 days.”)
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property (Clause is applicable only if U. S. Government property under this Subcontract is to be furnished to Seller through Buyer.)
- 52.245-9 Use and Charges (Clause is applicable only if clause 52.245-1 is applicable.)
- 52.246-9 Inspection of Research and Development (Short Form) (Clause is applicable only to any research and development being furnished by Seller under this Subcontract, when invoked by mutual agreement of parties in place of Inspection of Research and Development—Fixed-Price clause of FAR 52.246-7.)
- 52.246-23 Limitation of Liability (Clause is applicable only (i) if and to the extent such clause is contained in Buyer's prime contract or subcontract with its customer, and (ii) to other than high-value items per FAR 46.802 expressly so identified within this Subcontract.)
- 52.246-24 Limitation of Liability — High-Value Items (Clause is applicable only (i) if and to the extent such clause is contained in Buyer's prime contract or subcontract with its customer; and (ii) then shall apply [in place of the Limitation of Liability clause at FAR 52.246-23] only to items [if any] identified in this Subcontract as being subject to such clause [i.e., as being high-value items per FAR 46.802, approved in writing for such coverage by U.S. Government Contracting Officer].)
- 52.251-1 Government Supply Sources (For purposes of this clause, “Government” means U.S. Government [not Buyer]. Any Buyer authorization for Seller use of U.S. Government supply sources necessitates and is contingent upon Buyer obtaining prior U.S. Government approval. Referenced provisions of Government Property clause of FAR 52.245-1 apply [even if such clause has not been expressly made a part of this Subcontract].)
- 52.253-1 Computer Generated Forms

B. FAR Contract Clauses Applicable if this Subcontract Exceeds or is Expected to Exceed \$10,000 (subject to any scoping provision per individual clause)

- 52.222-20 Walsh-Healy Public Contracts Act
- 52.222-36 Affirmative Action for Workers with Disabilities

C. FAR Contract Clauses Applicable if this Subcontract Exceeds or is Expected to Exceed \$30,000 (subject to any scoping provision per individual clause)

- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Clause is applicable only if this Subcontract is first-tier. Seller shall comply with paragraph (b) of such clause.)

D. FAR Contract Clauses Applicable if this Subcontract Exceeds or is Expected to Exceed \$100,000 (subject to any scoping provision per individual clause)

- 52.203-5 Covenant Against Contingent Fees (Clause is inapplicable for commercial item, per Definitions clause at 52.202-1. "This contract" thereunder includes the prime contract, any higher-tier subcontract, and this Subcontract.)
- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures (Subparagraph (c)(1) of clause is inapplicable.)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Certification provided for in Section 2 of this form.)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.209-5 Certification Regarding Responsibility Matters (Clause is applicable only if this Subcontract is first-tier from the prime contract. Certification provided for in Section 2 of this form.)
- 52.215-2 Audit and Records – Negotiation ("Contracting Officer thereunder means U.S. Government Contracting Officer.)
- 52.215-14 Integrity of Unit Prices (Paragraph (b) of clause is inapplicable. Clause contains applicability exceptions.)
- 52.219-8 Utilization of Small Business Concerns (Clause is applicable unless (i) contract is for personal services, or (ii) the contract, together with all of its subcontracts, will be performed outside of the United States and its outlying areas.)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (Clause shall be flowed down to any lower-tier subcontract or purchase order exceeding \$100,000.)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (Applicable if subcontract value is \$100,000 or more.)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (Applicable if Subcontract value is \$100,000 or more.)
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Applicable if Subcontract value exceeds \$100,000.)
- 52.223-13 Certification of Toxic Chemical Release Reporting (Clause is applicable only if (i) this subcontract is for other than a commercial item per FAR Part 2, or (ii) Seller is not exempt per criteria of this clause. Certification provided or in Section 2 of this form.)
- 52.223-14 Toxic Chemical Release Reporting (Clause is applicable only if (i) this subcontract is for other than a commercial item per FAR Part 2, or (ii) Seller is not exempt per criteria of clause at FAR 52.223-13.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.242-13 Bankruptcy (Any such notification shall be to Buyer. After "for all Government contracts," insert "with Seller.")
- 52.243-6 Change Order Accounting. Any requirement for such change order accounting shall be expressly established within the specific Buyer change order.)
- 52.244-5 Competition in Subcontracting
- 52.246-25 Limitation of Liability - Services (Clause is applicable (i) only if and to the extent such clause is contained in Buyer's prime contract or subcontract with its customer, and (ii) other than for (a) automatic data processing, (b) telecommunications, (c) construction, (d) architect-engineering services, and/or (e) maintenance and rehabilitation of real property, and (iii) for items not priced at or based on catalog or market prices.)
- 52.247-63 Preference for U.S.-Flag Air Carriers (Clause is inapplicable for any commercial item.)
- 52.247-64 Preference for Privately Owned U. S. -Flag Commercial Vessels (Clause is inapplicable for any commercial item.)
- 52.248-1 Value Engineering (Clause is applicable only if (i) this or similar clause is contained in Buyer's prime contract or

subcontract with its customer; and (ii) this Subcontract is not for (a) research and development other than full-scale development, (b) engineering services from not-for-profit or nonprofit organization, (c) personal services, (d) product or component improvement, or (e) commercial product that does not involve packaging specifications or other special requirements or specifications. In paragraph (j), "Contracting Officer" means the U.S. Government Contracting Officer, and, in the legend of paragraph (m), "Government" means both the U.S. Government and the Buyer DoD deviation applies if this subcontract stems from higher-tier contract with DoD.)

E. FAR Contract Clauses Applicable if this Subcontract Exceeds or is Expected to Exceed \$500,000 (subject to any scoping provision per individual clause)

- 52.215-12 Subcontractor Cost or Pricing Data (Seller shall submit and certify cost or pricing data if required per criteria of clause [in addition to complying with all other requirements of clause].) The current threshold is \$650,000.
- 52.215-13 Subcontractor Cost or Pricing Data — Modifications (Seller shall submit and certify cost or pricing data if required per criteria of clause [in addition to complying with all other requirements of clause].) The current threshold is \$650,000.
- 52.219-9 Small Business Subcontracting Plan (Clause is applicable only if this Subcontract (i) is with other than small business concern; (ii) offers subcontracting possibilities, (iii) is expected to exceed \$550,000 [\$1,000,000 if for construction of any public facility]; and (iv) is required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program.)
- 52.230-2 Cost Accounting Standards (Clause is applicable [except paragraph (b) thereof] only if (i) such clause is included in Buyer's prime contract or subcontract with its customer, (ii) Seller is other than small business concern, and (iii) Seller is not otherwise exempt under corresponding provisions of FAR Part 30, and (iv) such clause is expressly stated to be applicable in the body of this Subcontract [with the date thereof indicated]. If clause is so applicable, Seller shall include substance of clause [except paragraph (b) thereof] in lower-tier subcontracts, per provisions of paragraph (d) of clause.) The current threshold is \$650,000.
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Clause is applicable [except paragraph (b) thereof] only if (i) such clause is included in Buyer's prime contract or subcontract with its customer, (ii) Seller is other than small business concern, (iii) this Subcontract is for less than \$50,000,000, (iv) Seller is eligible for and elects modified CAS coverage per FAR Part 30, and (v) such clause is expressly stated to be applicable in the body of this subcontract [with the date thereof indicated.] If clause is so applicable, Seller shall include substance of clause [except paragraph (b) thereof] in lower-tier subcontracts, per provisions of paragraph (d) of clause.) The current threshold is \$650,000.
- 52.230-6 Administration of Cost Accounting Standards (Clause is applicable only if Cost Accounting Standards clause of FAR 52.230-2 or Disclosure and Consistency of Cost Accounting Practices clause of FAR 52.230-3 applies to this Subcontract.) The current threshold is \$650,000.

F. FAR Contract Clauses Applicable Based Specifically on Fixed-Price Subcontract Type (subject to any scoping provision per individual clause)

- 52.228-5 Insurance — Work on a Government Installation (Fixed-Price Contracts) (Clause is applicable only if work is to be performed on U.S. Government installation, except (i) where only a small amount of such work is required [e.g., a few visits per month] and therefore the parties have expressly excluded clause applicability elsewhere within this Subcontract, or (ii) outside the U. S., its possessions or Puerto Rico. Kinds and minimum amounts of insurance, if any, are stated elsewhere within this Subcontract.)
- 52.242-17 Government Delay of Work
- 52.243-1 Changes — Fixed Price — Alternatives I, II, III, IV, and V (In paragraph (a) of basic clause and of Alternates I, II, IV, and V, add following [as subparagraph (4) in basic clause and Alternates I and V, and as subparagraph (7) in Alternates II and IV]: "Delivery schedule or period of performance." In paragraph (c), change "30 days" to "10 days.")
- 52.246-2 Inspection of Supplies — Fixed-Price (Alternate I applies if this Subcontract is fixed-price incentive type.)
- 52.246-4 Inspection of Services — Fixed-Price
- 52.246-6 Inspection — Time and Material and Labor-Hour (Clause is applicable only to any T&M or L-H work under this Subcontract).
- 52.246-7 Inspection of Research and Development — Fixed-Price (Clause is applicable only to any R&D work under this Subcontract).
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (In paragraph (e), change "1 year" to "6 months." In paragraph (l), change "90 days" to "45 days.")

2. DFARS CONTRACT CLAUSES (The Department of Defense FAR Supplement [DFARS] contract clauses identified hereinbelow: (i) are applicable only if this Subcontract results from any prime contract or subcontract with Buyer's customer falling under DFARS (as will be made clear elsewhere in this subcontract), (ii) are in addition to the FAR contract clauses, (iii) augment or supersede any portion of the FAR contract clauses of the same subject matter to any extent inconsistent therewith, and (iv) are subject to any specific scoping provision per individual clause [see General Preamble hereinabove].)

A. DFARS Contract Clauses — Applicable to this Subcontract Irrespective of Amount Thereof (subject to any scoping provision per individual clause)

- 252.204-7000 Disclosure of Information
- 252.204-7002 Payment for Subline Items Not Separately Priced
- 252.204-7008 Export-Controlled Items (Apr 2010)
- 252.215-7000 Pricing Adjustments
- 252.222-7006 Combating Trafficking in Persons
- 252.223-7001 Hazard Warning Labels
- 252.223-7002 Safety Precautions for Ammunition and Explosives (Clause is applicable only if this Subcontract involves ammunition or explosives. Government safety representatives may evaluate Seller compliance.)
- 252.223-7003 Change in Place of Performance - Ammunition and Explosives
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. NOTE: Applicable to Orders issued under prime contracts awarded on or after July 29, 2008.
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7014 Preference for Domestic Specialty Metals (Alternate I applies if this Subcontract requires delivery of product containing specialty metals under program for (i) aircraft, (ii) missile and space systems, (iii) ships, (iv) tank-automotive, and (v) weapons or ammunition.). NOTE: Applicable to Orders issued under prime contracts awarded before January 28, 2008
- 252.225-7014 Preference for Domestic Specialty Metals (DEVIATION No. 2008-O0002) and Alternate 1 (DEVIATION No. 2008-O0002). NOTE: Applicable to Orders issued under prime contracts awarded on or after January 28, 2008 and before July 29, 2009.
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7018 Notice of Prohibition of Certain Contracts with Foreign Entities for the Conduct of Ballistic Missile Defense RDT&E (Clause is applicable only if this Subcontract stems from competitively negotiated RDT&E prime contract under BMD program.)
- 252.225-7025 Restriction on Acquisition of Forgings
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.231-7000 Supplemental Cost Principles
- 252.232-7007 Limitation of Government's Obligation (Clause is applicable only if this Subcontract is incrementally funded [as opposed to fully funded]. If clause is so applicable, order will additionally set forth: (i) line items covered [if order has more than one], (ii) allotment schedule per clause paragraph (i) if negotiated by parties prior to execution of this order, (iii) total amount presently available to Buyer and allotted, and (iv) estimated period total allotted funds will cover. In absence of a specific allotment schedule, Buyer will allot funds by reasonably established dates and in amounts sufficient for planned performance by Seller. In clause paragraph c, forty-five days is substituted for ninety days. Change notices shall not constitute authorization to exceed total amount allotted, unless so expressly stated.)
- 252.235-7002 Animal Welfare (Clause is applicable only if this Subcontract involves research on live vertebrate animals.)
- 252.235-7003 Frequency Authorization - Alternate I (Authorization shall be through or coordinated with Buyer.)
- 252.239-7000 Protection Against Compromising Emanations (Clause is applicable only if this Subcontract calls for computer equipment or systems to process classified information.)
- 252.243-7001 Pricing of Contract Modifications
- 252.246-7003 Notification of Potential Safety Issues
- 252.247.7023 Transportation of Supplies by Sea

- 252.249-7002 Notification of Proposed Termination or Reduction (Clause is applicable only if this Subcontract stems from a prime contract for a major defense program per clause paragraph (a). Seller shall comply with pertinent notice and flowdown requirements.)
- 252.251-7000 Ordering from Government Supply Sources (Clause is applicable only if this Subcontract contains Government Supply Sources clause of FAR 52.251-1. Any Buyer authorization for Seller use of U.S. Government supply sources necessitates and is contingent upon Buyer obtaining prior U.S. Government approval.)
- 252.251-7001 Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services (Clause is applicable only if this Subcontract contains Interagency Fleet Management System (IFMS) Vehicles and Related Services clause of FAR 52.251-2. Any Buyer authorization for Seller use of IFMS vehicles and related services necessitates and is contingent upon Buyer obtaining prior U.S. Government approval.)

B. DFARS Contract Clauses —Applicable if this Subcontract Exceeds or is Expected to Exceed \$100,000 (subject to any scoping provision per individual clause)

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Clause is applicable only if this Subcontract is first tier from the prime contract.)
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
- 252.247-7024 Notification of Transportation of Supplies by Sea

C. DFARS Contract Clauses — Applicable if this Subcontract Exceeds or is Expected to Exceed \$550,000 (subject to any scoping provision per individual clause)

- 252.211-7000 Acquisition Streamlining (Clause is applicable only if this Subcontract (i) exceeds \$1,000,000 and (ii) stems from a prime contract under a systems acquisition program.)
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Clause is applicable only if Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan clause of FAR 52.219-9 is applicable to this Subcontract.) Note requirement that majority of earnings must directly accrue to such socially and economically disadvantaged individuals.
- 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (DEVIATION No. 2010-O0004) NOTE: Applicable to Orders exceeding \$1 million using funds appropriated by the Fiscal Year 2010 Defense Appropriations Act, except for commercial items and commercially available off-the-shelf items.

3.NASA FAR SUPPLEMENT CONTRACT CLAUSES (The NASA FAR Supplement [NFS] contract clauses identified hereinbelow: (i) are applicable only if this Subcontract results from any prime contract or subcontract with Northrop Grumman Systems Corporation customer falling under the NFS (as will be made clear elsewhere in this Subcontract), (ii) are in addition to the FAR contract clauses, (iii) augment or supersede any portion of the FAR contract clauses of same subject matter to any extent inconsistent therewith, and (iv) are subject to any specific scoping provision per individual clause [see General Preamble herein above].)

- 1852.219-74 Use of Rural Area Small Businesses (Clause is applicable only if such clause is contained in Buyer's prime contract or subcontract with its customer. Then, if this Subcontract offers subcontracting possibilities, Seller is encouraged to use its best efforts to award lower-tier subcontracts to small business concerns located in rural areas.)
- 1852.219-75 Small Business Subcontracting Reporting
- 1852.223-70 Safety and Health (Clause is applicable only if this Subcontract (i) exceeds \$1,000,000, or (ii) involves use of hazardous materials or operations.)
- 1852.223-71 Frequency Authorization (Clause is applicable only if this Subcontract calls for developing, producing, testing, or operating device for which radio frequency authorization is required. Processing shall be through Buyer.)
- 1852.228-75 Minimum Insurance Coverage (Clause is applicable only (i) if and to extent such clause is contained in Buyer's prime contract or subcontract with its customer, and (ii) if and to extent performance of any part of this Subcontract is on Government installation. If so applicable, clause takes precedence over any inconsistent provisions of this Subcontract (including Section 1 Clause No. 32.)
- 1852.232-77 Limitation of Funds (Fixed-Price Contract) (Clause is applicable only if this Subcontract is incrementally funded [as opposed to fully funded]. If clause is so applicable, order will additionally set forth: (i) line items covered [if order has more than one], (ii) allotment schedule if negotiated by parties prior to execution of this order, (iii) total amount presently available to Buyer and allotted, and (iv) estimated period total allotted funds will cover. In absence of a specific allotment schedule, Buyer will allot funds by reasonably established dates and in amounts sufficient for planned performance by Seller. Change notices shall not constitute authorization to exceed total amount allotted, unless so expressly stated.)

- 1852.235-70 Center for Aerospace Information-Final Scientific and Technical Reports (Clause is applicable only (i) if and to extent clause is contained in Buyer's prime contract or subcontract with its customer, and (ii) if this Subcontract involves research and development work.)
- 1852.244-70 Geographic Participation in the Aerospace Program (Clause is applicable only (i) if and to extent clause is contained in Buyer's prime contract or subcontract with its customer, and (ii) if this Subcontract exceeds \$100,000.)
- 1852.245-70 Contractor Requests for Government-Owned Equipment (Clause is applicable only if and to extent clause is contained in Buyer's prime contract or subcontract with its customer.)
- 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (Clause is applicable only if this Subcontract is first-tier from the prime contract. Seller shall submit reports to Buyer in sufficient time to consolidate and meet reporting date of paragraph (c) of clause.)
- 1852.246-73 Human Space Flight Item (If this Subcontract is identified within as relating to a human space flight item, Seller shall comply with the following statement and shall require its inclusion in each lower-tier subcontract [without exception]:
For use in human space flight; materials, manufacturing, and workmanship of highest quality standards are essential to astronaut safety.
If you are able to supply the desired item with a higher quality than that of the items specified or proposed, you are requested to bring this fact to the immediate attention of the purchaser.)