

**Additional Terms and Conditions
ARL Omnibus III IDIQ Contract
(Contract No. W91CRB-11-D-0005)**

All of the Additional Purchase Order Terms and Conditions set forth below are incorporated in and made a part of this Order. Any conflict between any of the conditions contained in this form and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in this form.

I. Changes to Terms and Conditions

- A. The November 1995 version of the DoD FAR Supplement 252.227-7013 clause applies to this Order.
- B. Add the following subparagraph F. to the clause entitled Warranty:

The Seller shall provide standard warranties as they apply to commercial items purchased for Northrop Grumman. Commercial Warranties will not be applicable to any commercial item that is modified or incorporated into a system or subsystems. Commercial warranties are intended for stand alone commercially available items.
- C. The following changes are made to the clause entitled, "FAR and DFARS Provisions/Clauses":

Add the following DoD FAR Supplement clauses:

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM

II. Additional Conditions

- A. COMPLIANCE WITH PUBLIC LAW 112-10 MANPOWER REPORTING (applies to Orders for Services exceeding \$150,000)

In order to comply with the Manpower Reporting Requirement of section 8108 of Public Law 112-10, the Seller shall report required data for performance of all services provided under this Order. The Seller shall access the Contractor Manpower Reporting website at <https://cmra.army.mil> and register for a Contractor Manpower Reporting Application (CMRA) account and upload required data.

Data reported must be for the fiscal year 1 October through 30 September and for the duration of the period of performance of the order. Data must be submitted no later than 15 October of each fiscal year. Contact the Buyer if prime contract information has not been entered.

- B. CONFLICT OF INTEREST

The Seller acknowledges that it is familiar with FAR 9.5 and agrees that it will avoid conflicts of interest and, to the maximum possible extent, the appearance of conflict of interest, in accordance with the principles set forth in the FAR.

The Seller agrees, with respect to performance of this Order to abide by the following Conflict of Interest Provision.

Proprietary Data Exclusions

- (a) If performance requires the Seller to obtain data from another firm or data from another firm via Government channels which is considered proprietary, the Seller shall agree in writing with such other firms to protect such data from unauthorized use or disclosure until it is no longer considered proprietary. One copy of such agreement shall be provided to the Buyer no later than fifteen days (15) after its execution.
- (b) If performance requires the Seller to obtain data from another firm which is considered proprietary, the Seller shall not utilize such data in supplying the systems or components thereof either by prime or subcontract, with the Government, Northrop Grumman, or any level of subcontractor. **Members of the same bidding team are not precluded from sharing data with each other.**
- (c) For the purpose of this clause, proprietary data does not include data which is (i) known to the receiving party at the time of disclosure, (ii) in the public domain, or (iii) disclosed to the Seller from another source without violation of the agreement required by subparagraph (a) above.

Performance Exclusions

- (a) If performance of any effort requires the Seller to supply technical support for systems or projects with which the Seller is already directly concerned, either by prime or subcontract, with either another firm, the Government or Northrop Grumman, including, and particularly, the cognizant DoD Program or Project Manager, the Seller shall so immediately inform the Buyer. The specific effort may be withdrawn in writing at the discretion of the Buyer without recourse by the Seller. Such withdrawal shall be final and not subject to the "Disputes" clause of any resulting order.
- (b) Further to subparagraph (a), above, the Seller shall not undertake performance of any effort which requires it to supply technical support regarding such systems until the notice required by subparagraph (a) is given, and written consent to proceed is issued by the Buyer.
- (c) Failure of the Seller to provide the notice required by subparagraph (a) may result in Order termination. If the Buyer is made aware that the Seller should have withdrawn, such withdrawal shall be final and not subject to the "Disputes" clause of this Order.

In addition to the above, the following applies to Orders supporting Delivery Order 0002 to Prime Contract W91CRB-11-D-0005 for the Ash Knight program:

If the Seller demonstrates to the Buyer that there may be a possible conflict of interest arising out of an existing contract, the Buyer shall take the necessary action to delete

that requirement from this order and/or mitigate any conflict of interest that may be present. The Seller agrees that the Buyer may, up to three years after acceptance of all programmatic documentation to be delivered under this Order, restrict the Seller's future participation in any resulting program managed system acquisition action(s).