

FA8002-22-C-0203 LM TREBIA FLOWDOWNS 02-09-2023**U.S. GOVERNMENT CLAUSES**

Prime Contract Number: FA8002-22-C-0203

DPAS: DX-A7

Program: LM TREBIA

Date of Creation: 02-09-2023

The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer's Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier's Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) 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, such as in FAR 52.227-1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

CAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

| Reference | Date | Clause |
|-----------|------------|---|
| 52.203-6 | JUNE 2020 | Restrictions On Subcontractor Sales to The Government |
| 52.203-12 | JUNE 2020 | Price Or Fee Adjustment for Illegal or Improper Activity |
| 52.203-13 | JUNE 2020 | Limitation On Payments to Influence Certain Federal Transactions |
| 52.203-14 | JUNE 2020 | Display of Hotline Posters |
| 52.203-15 | JUNE 2010 | Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 |
| 52.203-16 | JUNE 2020 | Preventing Personal Conflicts of Interest (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions.) |
| 52.203-17 | JUNE 2020 | Contractor Employee Whistleblower Rights and requirement to inform employees of Whistleblower Rights |
| 52.203-19 | JAN 2017 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements |
| 52.204-2 | March 2021 | Security Requirements |
| 52.204-9 | JAN 2011 | Personal Identity Verification of Contractor Personnel |
| 52.204-10 | JUNE 2020 | Reporting Executive Compensation and First-Tier Subcontract Awards |
| 52.204-21 | JUNE 2016 | Basic Safeguarding of Covered Contractor Information Systems |
| 52.204-23 | JULY 2018 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities |
| 52.204-25 | AUG 2020 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Including full text of para. (e) and excluding para. (b) (2). |
| 52.209-6 | JUNE 2020 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment |
| 52.211-5 | AUG 2000 | Material Requirements |
| 52.215-2 | JUNE 2020 | Audit and Records - Negotiation |
| 52.215-10 | AUG 2011 | Price Reduction for Defective Certified Cost or Pricing Data |
| 52.215-11 | JUNE 2020 | Price Reduction for Defective Certified Cost or Pricing Data-- Modifications |
| 52.215-12 | JUNE 2020 | Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015) |
| 52.215-13 | JUNE 2020 | Subcontractor Certified Cost or Pricing Data - Modifications |
| 52.215-14 | JUNE 2020 | Integrity of Unit Prices |
| 52.215-15 | OCT 2010 | Pension Adjustments and Asset Reversions |

| Reference | Date | Clause |
|-----------|------------|--|
| 52.215-16 | JUNE 2003 | Facilities Capital Cost of Money |
| 52.215-17 | OCT 1997 | Waiver of Facilities Capital Cost of Money |
| 52.215-18 | JULY 2005 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions |
| 52.215-19 | OCT 1997 | Notification of Ownership Changes |
| 52.215-20 | OCT 2010 | Requirements for Certified Cost or Pricing Data or information other than cost or pricing data |
| 52.215-21 | JUNE 2020 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications |
| 52.215-23 | JUNE 2020 | Limitations on Pass-Through Charges |
| 52.219-8 | OCT 2018 | Utilization of Small Business Concerns |
| 52.219-9 | JUNE 2020 | Small Business Subcontracting Plan (DEV 2018-00018) |
| 52.222-4 | MAY 2018 | Contract Work Hours and Safety Standards Act – Overtime Compensation |
| 52.222-21 | APRIL 2015 | Prohibition of Segregated Facilities |
| 52.222-26 | SEPT 2016 | Equal Opportunity |
| 52.222-35 | JUNE 2020 | Equal Opportunity for Veterans |
| 52.222-36 | JUNE 2020 | Affirmative Action for Workers with Disabilities |
| 52.222-37 | JUNE 2020 | Employment Reports on Veterans |
| 52.222-40 | DEC 2010 | Notification of Employee Rights Under the National Labor Relations Act |
| 52.222-41 | AUG 2018 | Service Contract Act of 1965 |
| 52.222-44 | MAY 2014 | Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment |
| 52.222-50 | OCT 2020 | Combating Trafficking in Persons |
| 52.222-54 | OCT 2015 | Employment Eligibility Verification |
| 52.222-55 | NOV 2020 | Minimum Wages under EO 13658 |
| 52.222-62 | JAN 2017 | Paid Sick Leave under EO 13706 |
| 52.223-3 | JAN 1997 | Hazardous Material Identification and Material Safety Data |
| 52.223-7 | JAN 1997 | Notice of Radioactive Materials |
| 52.223-11 | JUNE 2016 | Ozone-Depleting Substances |
| 52.223-18 | JUNE 2020 | Encouraging Contractor Policies to Ban Text Messaging While Driving |
| 52.224-3 | JAN 2017 | Privacy Training |
| 52.225-1 | MAY 2014 | Buy American - Supplies |
| 52.225-3 | JAN 2021 | Buy American – Free Trade Agreements – Israeli Trade Act |
| 52.225-5 | OCT 2019 | Trade Agreements |
| 52.225-8 | OCT 2010 | Duty-Free Entry |

| Reference | Date | Clause |
|---------------------|------------------------------------|---|
| 52.225-13 | FEB 2021 | Restrictions on Certain Foreign Purchases |
| 52.226-6 | JUNE 2020 | Promoting Excess Food Donation to Nonprofit Organizations |
| 52.227-1 w ALT I | JUNE 2020 ALT I – APRIL 1994 | Authorization and Consent |
| 52.227-2 | JUNE 2020 | Notice and Assistance Regarding Patent and Copyright Infringement |
| 52.227-9 | APRIL 1984 | Refund of Royalties (Applies when royalty exceeds \$250). |
| 52.227-10 | DEC 2007 | Filing of Patent Applications--Classified Subject Matter |
| 52.227-11 | MAY 2014 | Patent Rights - Ownership by The Contractor |
| 52.227-14 | MAY 2014 | Rights in Data - General |
| 52.227-20 | MAY 2014 | Rights in Data - SBIR Program |
| 52.228-5 | JAN 1997 | Insurance - Work on A Government Installation |
| 52.230-2 | JUNE 2020 | Cost Accounting Standards |
| 52.230-3 | JUNE 2020 | Disclosure and Consistency of Cost Accounting Practices |
| 52.230-4 | JUNE 2020 | Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns |
| 52.230-4 | JUNE 2020 | Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns |
| 52.230-5 | JUNE 2020 | Cost Accounting Standards – Educational Institutions |
| 52.230-6 | JUNE 2010 | Administration of Cost Accounting Standards |
| 52.232-16 | JUNE 2020 | Progress Payments |
| 52.232-17 | MAY 2014 | Interest |
| 52.232-39 | JUNE 2013 | Unenforceability of Unauthorized Obligations |
| 52.232-40 | DEC 2013 | Providing Accelerated Payments to Small Business Subcontractors |
| 52.233-3 | AUG 1996 | Protest After Award |
| 52.234-1 | SEPT 2016 | Industrial Resources Developed under Defense Production Act Title III |
| 52.237-2 | APRIL 1984 | Protection of Government Buildings, Equipment and Vegetation |
| 52.239-1 | AUG 1996 | Privacy or Security Safeguards |
| 52.242-13 | JULY 1995 | Bankruptcy |
| 52.242-15 | AUG 1989 | Stop Work Order |
| 52.243-1 | AUG 1987 | Changes – Fixed Price |
| 52.243-2 ALT V | APRIL 1984 | Changes – Cost Reimbursement |
| 52.243-6 | APRIL 1984 | Change Order Accounting |
| 52.244-5 | Dec 1996 | Competition in Subcontracting |

| Reference | Date | Clause |
|-----------|------------|---|
| 52.245-1 | JAN 2017 | Government Property |
| 52.245-9 | APRIL 2012 | Use and Charges |
| 52.246-2 | AUG 1996 | Inspection of Supplies – Fixed Price |
| 52.246-4 | AUG 1996 | Inspection of Services – Fixed Price |
| 52.246-8 | MAY 2021 | Inspection of Research and Development Cost-Reimbursement |
| 52.246-26 | JUNE 2020 | Reporting of Non-Conforming Items |
| 52.247-63 | JUNE 2003 | Preference for U.S. Flag Air Carriers |
| 52.247-64 | FEB 2006 | Preference for Privately Owned U.S. Flag Commercial Vessels |
| 52.248-1 | JUNE 2020 | Value Engineering |
| 52.249-2 | APRIL 2012 | Termination for Convenience of the Government (Fixed- Price) |
| 52.249-3 | APRIL 2012 | Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) |
| 52.249-4 | APRIL 1984 | Termination for Convenience of the Government – Services (Short Form) |
| 52.249-5 | AUG 2016 | Termination for Convenience of the Government (Educational and Other Non-Profit Institutions) |
| 52.249-8 | APRIL 1984 | Default (Fixed-Price Supply & Service) |

DFARS and AFFARS CLAUSES

| Reference | Date | Clause |
|--------------|------------|---|
| 252.203-7001 | DEC 2008 | Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies |
| 252.203-7002 | SEP 2013 | Requirement to Inform Employees of Whistleblower Rights |
| 252.203-7003 | AUG 2019 | Agency Office of the Inspector General |
| 252.203-7004 | AUG 2019 | Display of Hotline Posters |
| 252.204-7004 | FEB 2019 | Antiterrorism Awareness Training for Contractors |
| 252.204-7009 | OCT 2016 | Limitations on the Use and Disclosure of Third-party Contractor Reported Cyber Incident Information |
| 252.204-7012 | DEC 2019 | Safeguarding Covered Defense Information and Cyber Incident Reporting |
| 252.204-7015 | MAY 2016 | Notice of Authorized Disclosure of Information for Litigation Support |
| 252.204-7018 | JAN 2021 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services |
| 252.204-7020 | NOV 2020 | NIST SP 800-171 DoD Assessment Requirements |
| 252.208-7000 | DEC 1991 | Intent to Furnish Precious Metals as Government-Furnished Material |
| 252.209-7008 | DEC 2010 | Notice of Prohibition Relating to Organizational Conflict of Interest-Major Defense Acquisition Program |
| 252.209-7010 | AUG 2011 | Critical Safety Items |
| 252.211-7003 | MARCH 2016 | Item Unique Identification and Valuation |

| Reference | Date | Clause |
|-----------------------|------------|--|
| 252.211-7005 | NOV 2005 | Substitutions for Military or Federal Specifications and Standards |
| 252.211-7006 | DEC 2019 | Passive Radio Frequency Identification |
| 252.211-7007 | AUG 2012 | Reporting of Government-Furnished Property |
| 252.211-7008 | SEPT 2010 | Use of Government Assigned Serial Numbers |
| 252.215-7008 | JULY 2019 | Only One Offer |
| 252.215-7010 | JULY 2019 | Requirements for Certified Cost or Pricing Data and Other than Certified Cost or Pricing Data |
| 252.216-7009 | SEPT 2013 | Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding |
| 252.219-7003 | DEC 2019 | Small Business Subcontracting Plan (DOD Contracts) Basic |
| 252.219-7004 ALT I | MAY 2019 | Small Business Subcontracting Plan (Test Program) |
| 252.222-7006 | DEC 2010 | Restrictions on the Use of Mandatory Arbitration Agreements |
| 252.223-7001 | DEC 1991 | Hazard Warning Labels |
| 252.223-7002 | MAY 1994 | Safety Precautions for Ammunition and Explosives |
| 252.223-7003 | DEC 1991 | Change in Place or Performance – Ammunition and Explosives |
| 252.223-7006 | AUG 2015 | Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials |
| 252.223-7007 | SEPT 1999 | Safeguarding Sensitive Conventional Arms, Ammunition and Explosives |
| 252.223-7008 | JUNE 2013 | Prohibition of Hexavalent Chromium |
| 252.225-7001 | DEC 2017 | Buy American and Balance of Payments Program |
| 252.225-7006 | AUG 2015 | Acquisition of the American Flag |
| 252.225-7007 | DEC 2018 | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies – Applies in lieu of FAR 52.225-1. |
| 252.225-7009 | DEC 2019 | Restriction on Acquisition of Certain Articles Containing Specialty Metals |
| 252.225-7012 | DEC 2017 | Preference for Certain Domestic Commodities |
| 252.225-7013 | APRIL 2020 | Duty-Free Entry |
| 252.225-7015 | JUNE 2005 | Restriction on Acquisition of Hand or Measuring Tools |
| 252.225-7016 | JUNE 2011 | Restriction on Acquisition of Ball and Roller Bearings Export-Controlled Items |
| 252.225-7021 | SEPT 2019 | Trade Agreements |
| 252.225-7033 | APRIL 2003 | Waiver of United Kingdom Levies |
| 252.225-7043 | JUNE 2015 | Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States |
| 252.225-7048 | JUNE 2013 | Export Controlled Items |
| 252.225-7052 | OCT 2020 | Restriction on the Acquisition of Certain Magnets, Tantalum and Tungsten |
| 252.226-7001 | APRIL 2019 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Bus. Concerns |
| 252.227-7013 | FEB 2014 | Rights in Technical Data – Non-Commercial Items |

| Reference | Date | Clause |
|------------------------------------|------------|--|
| 252.227-7014 | FEB 2014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation |
| 252.227-7015 | FEB 2014 | Technical Data - Commercial Items |
| 252.227-7016 | JAN 2011 | Rights in Bid or Proposal Information |
| 252.227-7019 | SEP 2016 | Validation of Asserted Restrictions - Computer Software |
| 252.227-7025 | MAY 2013 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends |
| 252.227-7026 | APRIL 1988 | Deferred Delivery of Technical Data or Computer Software |
| 252.227-7027 | APRIL 1988 | Deferred Ordering of Technical Data or Computer Software |
| 252.227-7028 | JUNE 1995 | Technical Data or Computer Software Previously Delivered to the Government |
| 252.227-7030 | MARCH 2000 | Technical Data - Withholding of Payment |
| 252.227-7037 | SEP 2016 | Validation of Restrictive Markings on Technical Data |
| 252.227-7038 | JUNE 2012 | Patent Rights – Ownership by the Contractor (Large Business) |
| 252.228-7001 | JUNE 2010 | Ground and Flight Risk |
| 252.228-7005 | NOV 2019 | Mishap Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles |
| 252.231-7000 | DEC 1991 | Supplemental Cost Principles |
| 252.232-7017 | April 2020 | Accelerating payments to Small Business Subcontractors – Prohibition on Fees and Consideration |
| 252.234-7004 ALT I | NOV 2014 | Cost and Software Data Reporting System |
| 252.235-7003 | May 2014 | Frequency Authorization - Basic |
| 252.243-7001 | DEC 1991 | Pricing of Contract Modifications |
| 252.243-7002 | DEC 2012 | Requests for Equitable Adjustment |
| 252.244-7000 | OCT 2020 | Subcontracts for Commercial Items |
| 252.245-7001 | APRIL 2012 | Tagging, Labeling, and Marking of Government-Furnished Property |
| 252.246-7003 | JUNE 2013 | Notification of Potential Safety Issues |
| 252.246-7007 | AUG 2016 | Contractor Counterfeit Electronic Parts Detection and Avoidance System |
| 252.246-7008 | MAY 2018 | Sources of Electronic Parts Transportation of Supplies by Sea |
| 252.247-7023 | FEB 2019 | Transportation of Supplies by Sea - Basic |
| 252.249-7002 | JUNE 2020 | Notification of Anticipated Contract Termination Reduction – Applies if contract is equal to or exceeds threshold specified in DFARS 249.7003 (c 2, i and ii). |
| AFFARS 5352.223- 9000 | OCT 2019 | Elimination of Use of Class I Ozone Depleting Substances (ODS) |

CLAUSES INCORPORATED BY FULL TEXT:**FAR 52.203-11 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)**

(a) Definitions. As used in this provision:

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to BUYER a Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required 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.

FAR 52.209-5 - Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

As prescribed in [9.104-7\(a\)](#), insert the following provision:

(1) The Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals;

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ 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 (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default

FAR 52.222-22 Previous Contracts and Compliance Reports

SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

FAR 52.222-25 Affirmative Action Compliance

SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract. Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

COUNTERFEIT WORK

(a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to BUYER under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to BUYER directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of BUYER's authorized procurement representative.

(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) SELLER shall immediately notify BUYER with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by BUYER, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to BUYER in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.

(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BUYER's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies BUYER may have at law, equity or under other provisions of this Contract.

USE OF FREE, LIBRE AND OPEN-SOURCE SOFTWARE (FLOSS)

(a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).

(b) SELLER shall disclose to BUYER in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain BUYER's prior written consent before using or delivering such FLOSS in connection with this Contract. BUYER may withhold such consent in its sole discretion.

(c) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the

delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates BUYER to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(e) SELLER shall defend, indemnify, and hold harmless BUYER as Collins Aerospace, a Raytheon Technologies company, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE

(a) This clause applies only to technical data or computer software delivered by SELLER to BUYER under this Contract.

(b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or other applicable U.S. Government agency acquisition clauses incorporated into this Contract. SELLER shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government, BUYER may notify SELLER of such a Nonconforming Marking. If SELLER fails to remove or correct such marking within sixty (60) days after such notification, BUYER may, notwithstanding any other provision of this Contract, ignore or, at SELLER's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by SELLER.