

FA8634-20-D-2704-FA863421F0026_F-15EX Program Flowdowns**U.S. GOVERNMENT CLAUSES**

Prime Contract Number: FA8634-20-D-2704-FA863421F0026

Date of Creation: 12-05-2023

Date Updated: 06-07-2024

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.

CLAUSES INCORPORATED IN FULL TEXT:

FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (JUN 2010) (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

FAR 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)

FAR 52.216-16 Incentive Price Revision - Firm Target. (JAN 2022) (Applicable to incentive type subcontracts. "Contracting Officer," "contract administrative office" and "Government" mean "Contractor." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-17 Interest. (MAY 2014) (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Contractor." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-16 Progress Payments. (NOV 2021) (Applies to SELLER only if CONTRACTOR concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Contractor" except in paragraph (g) of the clause where it shall mean "Contractor or Contracting Officer." "Government" shall mean "Contractor" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Contractor and the Government." Alternate I applies if SELLER is a small business concern.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

FAR 52.245-9 Use and Charges. (APR 2012) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Contractor.)

FAR 52.246-1 Contractor Inspection Requirements. (APR 1984) ("Government" means "Contractor." Flowdown is not required for Commercial Items.)

FAR 52.246-2 Alternate I - Inspection of Supplies Fixed-Price. (JUL 1985) ("Government" means "Contractor and the Government" except in paragraphs (f), (j), and (l) where it means "Contractor." "Contracting Officer" means "Contractor.")

DFARS 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material. (DEC 1991) (Applies if this contract involves precious metals.)

DFARS 252.209-7010 Critical Safety Items. (AUG 2011) (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding. (SEP 2013) (Applicable to any subcontract where FAR 52.216-7 Allowable Cost and Payment applies. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (MAY 2019) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014) (Applicable to subcontracts that require, may require, or permit the subcontractor to

treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Contractor and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. (ARP 2003) (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7047 Exports by Approved Community Members in Performance of the Contract. (JUN 2013) (Applicable to subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract. The blank in paragraph (b) is completed as follows

_____.)

DFARS 252.228-7001 Ground and Flight Risk. (MAR 2023) ("this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Contractor. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract.")

DFARS 252.234-7002 (DEVIATION 2015-O0017) Earned Value Management System. (SEP 2015) ("Government" means "Contractor and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows:

_____)

DFARS 252.234-7004 Cost and Software Data Reporting System. (NOV 2014) (Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Contractor.)

DFARS 252.243-7002 Requests for Equitable Adjustment. (DEC 2012) (Applicable to subcontracts in excess of \$150,000. "Government" means "Contractor." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (APR 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.246-7001 Warranty of Data. (MAR 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "Government" means "Contractor or the Government." "Contracting Officer" means "Contractor." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Contractor, or if the data is delivered to the Government, either by Contractor or Seller, the warranty period shall extend for three years after delivery to the Government.")

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Contractor." Not applicable to Commercial Items as defined in FAR 2.101.)