

FA8625-16-D-6458\_C130J Program Flowdowns\_04-22-2024

**U.S. GOVERNMENT CLAUSES**

**Customer Contract Number: GTA Collins CD2A 2023 FV**  
**Prime Contract Number: FA8625-16-D-6458**  
**Date of Creation: 04-22-2024**

***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 BY REFERENCE:**

### **FAR CLAUSES**

Clause	Reference
52.219-8	Utilization of Small Business Concerns (Oct 2014)
52.222-26	Equal Opportunity (Apr 2015)
52.222-41	Service Contract Act of 1965 (May 2014)
52.224-1	Privacy Act Notification (Apr 1984)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.243-6	Change Order Accounting (Apr 1984)
52.244-6	Subcontracts For Commercial Items (Mar 2015)

### **DFARS CLAUSES**

Clause	Reference
252.203-7002	Requirement to Inform Employees or Whistleblower Rights (Sep 2013)
252.211-7005	Substitutions for Military or Federal Specifications and Standards (Nov 2005)
252.211-7006	Passive Radio Frequency Identification (Sep 2011)
252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding (Sep 2013)
252.219-7004	Small Business Subcontracting Plan (Test Program) (Oct 2014)
252.225-7001	Buy American and Balance of Payments Program (Nov 2014)
225.225-7012	Preference for Certain Domestic Commodities (Feb 2013)
252.225-7021	Trade Agreements (Aug 2014)
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (Apr 2003)
252.225-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)
252.245-7001	Tagging, Labeling, and Marketing of Government-Furnished Property (Apr 2012)

## **CLAUSES INCORPORATED IN FULL TEXT:**

**FAR 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)** (Does not apply for Commercial Items as defined In FAR 2.101) To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for this commercial FFP Contract.

**FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Nov 2015)** Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the System for Award Management (SAM) database. All information posted will be available to the general public.

**FAR 52.208-8 Required Sources for Helium and Helium Usage Data (Apr 2002)** (Applies if Seller will furnish a major helium requirement as defined in the clause). In paragraph (b)"Contracting Officer" means "Buyer." To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. No Helium is delivered under this Contract.

**FAR 52.223-11 Ozone-Depleting Substances (May 2001)** Applies if the Work contains or is manufactured with ozone-depleting substances.

**FAR 52.215-2 ALT I Alternate I - Audits and Records - Negotiation (Mar 2009)** (Applies if this contract exceeds \$100,000 and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable contract, (2) if Seller was required to furnish cost or pricing data, or (3) this contract requires Seller to furnish cost, funding or performance reports. Alternate I applies if Seller is an educational institution or non-profit institution). To the

extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for this commercial FFP Contract.

**FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Deviation 2018-00015) (May 2018)** (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.) To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. The clause is required to the extent necessary to support a determination that the items to be supplied qualify as commercial items. Otherwise, the clause is not applicable commercial FFP.

**FAR 52.215-13 Subcontractor Certified Cost or Pricing Data Modification (Deviation 2018-00015) (May 2018)** (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.) The clause is required to the extent necessary to support a determination that the items to be supplied qualify as commercial items. Otherwise, the clause is not applicable commercial FFP.

**FAR 52.216-16 Incentive Price Revision Firm Target (Oct 1997)** "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. (Applies if this is an incentive contract.) To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. No Helium is delivered under this Contract. Not applicable for this commercial FFP Contract.

**FAR 52.217-2 Cancellation Under Multi-Year Contracts (Oct 1997)** (Applies to multi-year subcontracts). "Contracting Officer" and "Government" means "Contractor". In paragraph (e) "1 year" is changed to 116 months". To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. The Contract includes a termination schedule and/or termination fee.

**FAR 52.224-2- Privacy Act (Apr 1984)** Applies if this contract is for the design, development, or operation of such a system of records.

**FAR 52.229-8-Taxes Foreign Cost Reimbursement Contracts (Mar 1990)** In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Contractor." The blank is completed with \_\_\_\_\_. (Applies if this is a cost reimbursement contract.) To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for this commercial FFP Contract.

**FAR 52.232-16 Progress Payments (Apr 2012)** Contracting Officer" means "Contractor" except in paragraph (g) where it means "Contractor or Contracting Officer." "Government" means "Contractor" except (1) in paragraphs (d), (e) and (j)(S) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Contractor and the Government." To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for this commercial FFP without Progress Payments Contract.

**FAR 52.232-17 Interest (May 2014)** "Government" means "Contractor".

**FAR 52.243-2 ALT I -Alternate I Changes Cost Reimbursement (Apr 1984)** "Contracting Officer" and "Government" mean "Contractor." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted. (Applies if this is a cost reimbursement contract.) To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for this commercial FFP Contract.

**FAR 52.245-2 Government Property Installation Operation Services (Apr 2012)** Government includes Contractor except in the phrase "Government property." "Contracting Officer" means "Contractor." To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. SELLER is not delivering material directly to the US Government. No GFE is assigned to this Contract.

**FAR 52.245-9 Use and Charges (Apr 2012)** Communications with the Government under this clause will be made through Contractor.

**FAR 52.246-2 ALT I -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." To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable to Commercial items.

**FAR 52.246-15 Certificate of Conformance (Apr 1984)** (Applies where SELLER will make direct shipments to the Government.) To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. SELLER is not delivering material directly to the US Government.

**DFARS 252.203-7004 Display of Fraud Hotline Poster(s) (Oct 2015)** Contact the Contractor Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause. To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for this commercial FFP Contract.

**DFARS 252.204-7009 Limitations on the use and Disclosure of Third-Party Party Contractor Reported Cyber Incident Information (Dec 2015)** Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.

**DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015)** Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. Seller shall furnish Contractor copies of notices provided to the Contracting Officer at the time such notices are sent.

**DFARS 252.208-7000- Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)** (Applies if the subcontract involves precious metals.)

**DFARS 252.217-7026-Identification of Sources of Supply (Nov 1995)** The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Contractor. Items which are included as components of end items delivered by Contractor to Contractor do not need to be identified).

**DFARS 252.217-7028 - Over and Above Work (Dec 1991)** "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Contractor. Paragraph (f) is deleted.

**DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jun 2013)** Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted.

**DFARS 252.227-7019 Validation of Asserted Restrictions- Computer Software (Sep 2011)** "Contracting Officer" means "Contractor" or "Contracting Officer." SELLER is to provide what SELLER asserts as being commercial hardware items containing what it asserts to be commercial computer software only under this Purchase Order and, accordingly, this clause is inapplicable to SELLER's performance under this Purchase Order.

**DFARS 252.225-7040 - Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (Oct 2015)** Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Contractor. To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. The Contract does not require deployment.

**DFARS 252.225-7997-(Deviation 2010-2014) Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Afghanistan (Deviation) (Aug 2013) -** (Applies in any subcontracts in Iraq or Afghanistan)

**DFARS 252.227-7017-Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)** "Offeror" means "Seller". "Contracting Officer" means "Contractor or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. SELLER asserts no noncommercial technical data, and no noncommercial computer software are to be delivered under this Contract, and therefore this clause does not apply to SELLER.

**DFARS 252.228-7001-Ground and Flight Risk (Jun 2010)** In paragraph (a)(1)(i) "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." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (0)(2) are deleted. To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for commercial items.

**DFARS 252.234-7004- Cost and Software Data Reporting System (Nov 2014)** In paragraph (b), "Government" means Contractor. (Applies to contracts that exceed \$50 million. Does not apply for Commercial Items as defined in FAR 2.101) To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for commercial items.

**DFARS 252.243-7002 - Requests for Equitable Adjustment (Dec 2012)** "Government" means "Contractor."

**DFARS 252.245-7004 - Reporting, Reutilization, and Disposal (Mar 2015)** "Contracting Officer" means Contractor.

**DFARS 252.246-7000 - Material Inspection and Receiving Report (Mar 2008)** (Applies if SELLER is shipping direct to the Government.) To the extent this clause is inapplicable to SELLER'S performance of this Contract, it shall be deemed self-deleting and impose no obligation on SELLER. Not applicable for commercial items. SELLER is not direct shipping to the US Government.

**DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (May 2014)** Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) and paragraph (c)(4) "Government" means "Contractor and the Government." In paragraph (c)(6) "Contracting Officer" means "Contractor and the Contracting Officer."

**AFFARS 5352.223-9000 - Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012) -** The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Contractor."

**AFFARS 5352.223-9001 - Health and Safety on Government Installations (Nov 2012)** "Contracting Officer" means "Contractor."

**AFFARS 5352.242-9000 - Contractor Access to Air Force Installations (Nov 2012)** "Contracting Officer" means "Contractor." In paragraph (e) 11 the prime contractor" means "Seller."

**AFFARS 5352.242-9001- Common Access Cards (CACs) for Contractor Personnel (Nov 2012) -** (Applies if Seller will perform work on a government installation. All communication with the government required by this clause shall be conducted through Contractor.)

## **PRIME CONTRACT SPECIAL PROVISIONS**

**H-028 HISTORY OF COMMERCIAL TECHNICAL DATA AND SOFTWARE (Jul 2016)** In this clause, "Contractor" means "SELLER". SELLER shall flow down this clause to its subcontractors. This clause is provided to flow down Government agreements and governing regulations as it relates to this contract as follows:

(1) Technical data pertaining to items, components, or processes or computer software generated or delivered by either Contractor or its subcontractors under prior contracts from September 29, 1995, to October 18, 2006, will be treated as if the C-130J was a commercial item.

- (2) Technical data pertaining to items, components, or processes developed after October 18, 2006, by either Contractor or its subcontractors will be governed by DFARS 252.227-7013 (Jun 2013) or 252.227-7015 (Jun 2013), as applicable.
- 3) Commercial computer software developed exclusively at private expense by either Contractor or its subcontractors from September 29, 1995, to October 18, 2006, shall be governed by FAR 52.227-19 (Dec 2007).
- (4) Commercial computer software developed exclusively at private expense after October 18, 2006, by either Contractor or its subcontractors shall be governed by a software license agreement customarily provided to the public, provided said licenses are consistent with Federal law and satisfy the needs of the user.
- (5) Noncommercial computer software developed by either Contractor or its subcontractors shall be governed by DFARS 252.227-7014 (May 2013).

**H-122 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS FOR TECHNICAL DATA AND COMPUTER SOFTWARE (Dec 2016).** In this clause, "Contractor" means 'SELLER'. SELLER shall flow down this clause to its subcontractors.

- (a) Definitions. Terms used in this special contract requirement (SCR) have the same meaning set forth in the following clauses:
  - 1) DFARS 252.277-7013, Rights in Technical Data – Noncommercial Items;
  - 2) DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation;
  - 3) DFARS 252.227-7015, Technical Data – Commercial Items; and
  - 4) DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions.
- (b) Identification and Assertion of Use, Release, or Disclosure Restrictions. The Contractor shall assert to all noncommercial technical data and noncommercial computer software in accordance with DFARS 252.227-7017. The Contractor shall also assert to all commercial technical data (that is, technical data governed by DFARS 252.227-7015) for which the Contractor intends the Government to take less than an unrestricted right, in the format set forth in DFARS 252.227-7017. When providing assertions in accordance with or in the format set forth in DFARS 252.227-7017, the Contractor shall ensure that the technical data and computer software are identified by specific reference to the requirement for the delivery of that technical data or computer software in the contract (e.g., by referencing the associated CLINs, SDRLs, or paragraphs in the statement of work).
- (c) Updates. The Contractor (including its subcontractors or supplier at any tier) may supplement or revise assertions in accordance with the DFARS 252.227-7013 (e) and/or 252.227-7014 (e), as applicable, based upon new information or inadvertent omissions in the format referenced in paragraph (b) above. DFARS 252.227-7013(e) and 252.227-7014(e) shall apply to assertions for noncommercial technical data and noncommercial computer software, respectively. Further, with respect to technical data governed by DFARS 252.227-7015, the Contractor (including its subcontractors or suppliers at any tier) may supplement or revise assertions based upon new information or inadvertent omissions following the procedures of DFARS 252.227-7013(e) and in the format referenced in paragraph (b) above.
- (d) All DFARS clauses contained in this contract remain in effect. In the event there is any conflict between the language in this clause H-122 and the terms of any DFARS clauses contained in this contract (i.e. 252.227-7013 (Feb 2014), 252.227-7014 (Feb 2014), 252.227-7015 (Feb 2014), and 252.227-7017 (Jan 2011)), the language in such DFARS clause shall supersede the conflicting language. If any part of this clause H-122 is found to be in conflict with a DFARS clause contained in this contract (i.e. 252.227-7013 (Feb 2014), 252.227-7014 (Feb 2014), 252.227-7015 (Feb 2014), and 252.227-7017 (Jan 2011)), the remaining language in this clause H-122 will continue to be valid and enforceable.