

FA8634-20-D-2704\_F-15\_Advance Concept Ejection Seat (ACES II and V) Flowdowns\_10-25-2023

**U.S. GOVERNMENT CLAUSES**

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

**Program: F-15\_Advance Concept Ejection Seat (ACES II and V)**

**Date of Creation/Update: 10-25-2023**

***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.

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**CLAUSES INCORPORATED BY REFERENCE:**

**FAR CLAUSES**

CLAUSES	TITLE
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUNE 2020) (Applies if this Contract exceeds the simplified acquisition threshold).
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014). Applies if this contract exceeds \$150,000.00.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014).
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007).
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020). (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020) (Applies if this Contract exceeds threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days.
52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015) (Applies if this Contract exceeds 5,500,000.)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST" (AUG 2018) (DEVIATION 2018-O0018) (Applies to subcontracts that exceed \$150,000; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual). Not applicable to Commercial Items as defined in FAR 2.101.)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) (Applies if this Contract exceeds \$150,000.)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-2	SECURITY REQUIREMENTS (AUG 1996).
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally controlled facility or access to a federal information system.)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government System for Award Management (SAM) in accordance with 52.204-7. The required information of 52.204-10 will be made public."
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016).
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) (SELLER shall provide BUYER copies of any reports provided under this clause which relate to the performance of this Contract.)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) Reports required by this clause will be provided to BUYER.
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020). (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for

CLAUSES	TITLE
	commercial off the shelf items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to BUYER.)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.215-2	AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Applies if this Contract exceeds \$150,000 and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or re-determinable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.) Limit audit rights to US Government officials only.
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (1). However, audit of SELLER proprietary financial data shall be limited to the US Government. Rights and obligations under this clause shall survive for three (3) years after final payment under the prime.)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "BUYER" in paragraph E (1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of agreement on price or the date of award, whichever is later.
52.215-14	INTEGRITY OF UNIT PRICES (JUN 2020). This clause applies except for contracts at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of contract award; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products. Paragraph (b) of the clause is deleted.
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010). (Note 2 applies in paragraph (a) (1).) Access to SELLER's proprietary and confidential financial, proposal, and procurement records shall be limited to the US Government only.
52.215-23	LIMITATION ON PASS-THROUGH CHARGES (JUN 2020). This clause applies if the contract is a cost-reimbursement contract that exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of contract award. If the contract is with

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	DoD, then this clause applies to all cost-reimbursement contracts and fixed-price contracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4 on the date of contract award
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Note 8 applies.)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (Applies if this Contract exceeds \$700,000 except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)
52.222-19	Child Labor - Cooperation with Authorities and Remedies (JAN 2020).
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020).
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015).
52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (Applies if this contract exceeds the threshold specified in FAR 22.1408(a) on the date of award of this Contract. Note 8 applies.)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010). (Applies if this Contract exceeds \$10,000. Note 8 applies.)
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN" (MAR 2015) (Applies to all solicitations for subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed \$500,000. In paragraph (d,) "Contracting Officer" means "Contracting Officer and BUYER." In paragraph (e), "Government" means "BUYER.")
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)
52.223-11	OZONE-DEPLETING SUBSTANCES (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applies if this Contract exceeds \$3,500. Note 8 applies.)
52.224-3	PRIVACY TRAINING (JAN 2017) (Applies if SELLER will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose,

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	dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)
52.225-1	BUY AMERICAN ACT – SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time “Contracting Officer” is mentioned in paragraph ©.) (Applies only if the Prime Contract contains this clause.)
52.225-5	TRADE AGREEMENTS (OCT 2019) (Applies if the Work contains other than U.S. made, or designated country end products as specified in the clause.) (Applies only if the Prime Contract contains this clause.)
52.225-8	DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-26	Contractors Performing Private Security Functions Outside the United States (OCT 2016).
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause.)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Contract exceeds \$150,000. Note 2 applies to subsection (a) only)
52.227-9	REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times “Government” appears in paragraph (d). Note 2 applies.)
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the BUYER Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)
52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract is for experimental, developmental or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted. If not otherwise included in this Contract, the name and address of the contracting officer may be obtained from BUYER’s authorized representative.)
52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies).
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (DEC 2007)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)
52.230-2	COST ACCOUNTING STANDARDS (MAY 2018) (DEVIATION 2018-O0015) (Applies as applicable.)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (Applies only when referenced in this Contract that modified CAS coverage applies. “United States” means “United States or BUYER.” Delete paragraph (b) of the clause.) However, audit of and access to SELLER’s proprietary financial data shall be limited to the US Government and SELLER’s disclosure statement shall only be released to the US Government.

CLAUSES	TITLE
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2018) (DEVIATION 2018-00015) (Applies as applicable).
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (OCT 2015) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.) However, audit of and access to SELLER's proprietary financial data shall be limited to the US Government and SELLER's disclosure statement shall only be released to the US Government.
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (MAY 2018) (DEVIATION 2018-00015) (Applies as applicable)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) (Applies if this is a labor hour or time and materials prime contract. Notes 1 and 2 apply. In paragraph (g)(2) "6 years" is changed to "five years." (i) are deleted.)
52.232-16	"PROGRESS PAYMENTS" (APR 2012) ("Contracting Officer" means "BUYER" except in paragraph (g) where it means "BUYER or Contracting Officer." "Government" means "BUYER" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "BUYER and the Government." Not applicable to Commercial Items as defined in FAR 2.101.) To the extent this clause is inapplicable to the performance of this Contract, the parties shall consider such clause to be self-deleting, and it shall not impose any obligation on the Parties.
52.232-17	INTEREST (MAY 2014). ("Government" means "BUYER." Not applicable to Commercial Items as defined in FAR 2.101.)
52.232-20	LIMITATION OF COST (APR 1984) (Applies if this is a fully funded cost reimbursement Contract. Notes 1 and 2 apply.)
52.232-22	LIMITATION OF FUNDS (APR 1984) (Applies if this Contract is an incrementally funded cost reimbursement Contract. Notes 1 and 2 apply.)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013). (Applies to subcontracts where software or services will be retransferred to the Government.)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern.
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 2016) (Notes 1 and 2 apply.)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)
52.242-13	BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)
52.242-15	STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply. Alternate I (APR 1984). Applies if this is a cost-reimbursement contract.)
52.243-1	CHANGES - FIXED PRICE (AUG 1987) (Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)
52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) (Notes 1 and 2 apply. Applies if this is a cost-reimbursement contract.)
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2020)
52.245-1	GOVERNMENT PROPERTY (JAN 2017).
52-247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

CLAUSES	TITLE
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (Applies is this is a cost reimbursement contract and transportation will be reimbursed as a direct charge to the Contract. Note 5 applies. Delete subparagraph (a)(2).)
52.251-1	Government Supply Sources (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.
52.253-1	Computer Generated Forms (JAN 1991).

### **DFARS CLAUSES**

CLAUSE	TITLE
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds \$150,000. The terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (c), the remedies described in subparagraphs (2) and (3) are available to BUYER not the Government. In paragraph (f), note 5 applies.)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)
252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2016) (Applies in lieu of FAR 52.203-14.)
252.204-7004	Anti-terrorism Awareness Training for Contractors (FEB 2019).
252.204-7009	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016). (Applies if this Contract involves services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting.)
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019). (Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. SELLER shall furnish BUYER copies of cyber incident notices provided to the Contracting Officer at the time such cyber incident notices are sent. SELLER shall also furnish BUYER copies of any reports SELLER receives from its lower tier subcontractors.)
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) (SELLER’s disclosure of proprietary and confidential financial, proposal, and procurement records shall only be released to the US Government)
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) (Copies of reports provided by SELLER under this clause will be provided to BUYER.)
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) (Applies except if this Contract is for commercial off the shelf items.)
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL (DEC 1991). (Applies in all solicitations for subcontracts for items containing precious metals.)
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract requires the Work to contain unique item identification.” Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to BUYER.

CLAUSE	TITLE
	"Government" means "BUYER" except in the definition of "issuing agency" in paragraph (a).
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012). (Applies if Seller will be in possession of Government property for the performance of this contract.)
252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JUL 2019) This clause applies in lieu of FAR 52.215-20. Contracting Officer means "BUYER" except in paragraph (b)(ii) (c).
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) – BASIC (DEC 2018) (Applies if FAR 52.219-9 applies to this Contract.)
252.222-7006	RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)
252.223-7001	HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (c) (1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and BUYER Procurement Representative." Delete in (g)(1)(ii) "substituting its name for references to the Government.")
252.223-7003	CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999). (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)
252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) (Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
252.225-7013	DUTY-FREE ENTRY (MAY 2016) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact BUYER's Procurement Representative.
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)
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.)
252.225-7028	EXCLUSIONAR POLICIEWS AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003). (Does not apply for Commercial Items as defined in FAR 2.101.)



CLAUSE	TITLE
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)
252.225-7043	ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where SELLER will be performing or traveling outside the U.S. under this Contract.)
252.225-7048	EXPORT-CONTROLLED ITEMS (JUN 2013)
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALIM, AND TUNGSTEN (OCT 2020) (Applies except where an exception in paragraph (c) applies.)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "BUYER." BUYER shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to BUYER.)
252.227-7013	RIGHTS IN TECHNICAL DATA –NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14. Applies to the extent specified in DFARS 252.227-7015.)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)
252.227-7015	TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (SEP 2016)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c) (1), note 3 applies.)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988). This clause, if included in BUYER's prime contract, applies to technical data or computer software identified as deferred delivery data or computer software in BUYER's prime contract and included in Seller's contract with BUYER and such deferred delivery data or computer software pertains to this Contract. BUYER may require delivery of deferred delivery data or computer software only on behalf of the US Government and, at SELLER's request, BUYER shall provide evidence of such request from the US Government.
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988). This clause applies only if included in BUYER's prime contract and applicable to Seller's contract and, if so, BUYER may only order permitted technical data or computer software under this clause if, and to the extent, the Government has exercised its rights under this clause. At SELLER's request, BUYER shall provide evidence of the US Government request to SELLER.
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)
252.227-7030	TECHNICAL DATA – WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
252.227-7038	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) SELLER is not small business or nonprofit organization)

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	subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)
252.228-7001	GROUND AND FLIGHT RISK (JUN 2010). Seller acknowledges that the Customer Contract includes DFARS 252.228-7001, Ground and Flight Risk (JUN 2010) (the "GFRC"), and that the GFRC incorporates DCMA Instruction 8210.1 (5 APRIL 2017), CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, by reference. Seller shall have procedures in place to implement the requirements of the GFRC and DCMA Instruction 8210.1 (5 APRIL 2017), and to enable Buyer to meet its obligations under the prime contract.
252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS – PROHIBITION ON FEES AND CONSIDERATION (APR 2020) (Note 1 applies.)
252.234-7002A	EARNED VALUE MANAGEMENT SYSTEM" (SEP 2015) (DEVIATION 2015-O0017) (Applies to subcontractors receiving cost or incentive contracts valued at \$100 million or more. Subcontractors receiving cost or incentive contracts exceeding \$20 million shall comply with the requirements of this clause, excluding the requirements of paragraph (c).)
252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014). (Applies to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means BUYER. Not applicable to Commercial Items as defined in FAR 2.101.)
252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013). (Applies if subcontract requires subcontractor personnel to interact with detainees in the course of their duties.)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract).
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT" (DEC 2012). (Applies if subcontract is over \$150,000. "Government" means "BUYER." Does not apply for Commercial Items as defined in FAR 2.101.)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020).
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012).
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017). This clause applies if this contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer".
252.246-7001	WARRANTY OF DATA (MAR 2014).
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Contractor shall provide notifications to BUYER and the contracting officer identified to SELLER.)
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)
252.246-7008	SOURCES OF ELECTRONIC PARTS (MAY 2018) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019)

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	(Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition threshold. Notes 1 and 2 apply to paragraph (g).)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Applicable if this Contract meets the criteria set forth in paragraph (b) (2) (ii) of the clause. Notes 1 and 2 apply.)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015).
252.251-7000	Ordering From Government Supply Sources (AUG 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

**AFFARS CLAUSES**

CLAUSE	TITLE & DATE
5252.204-9000	Notification of Government Security Activity and Visitor Group Security Agreements (OCT 2017).
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 "BUYER." Not applicable to Commercial Items as defined in FAR 2.101.)
5352.223-9001	"HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS" (NOV 2012). (Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "BUYER." Not applicable to Commercial Items as defined in FAR 2.101.)
5352.242-9000	"CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS" (NOV 2012). (Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "BUYER." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

**Special Contract Provisions**

**AFLCMC/WWQ (F-15EX) ITEM UNIQUE IDENTIFICATION (IUID) (JULY 2020)**

In accordance with DFARS 252.211-7003, Item Identification and Valuation (MAR 2016), the Seller shall follow standard IUID processes for: 1) all new items developed for the F-15EX System; and 2) existing items proposed for integration onto the F-15EX System for which IUID marking requirements were waived or not previously required. For items developed under legacy F-15 United States Air Force or Foreign Military Sales Programs, the Seller shall maintain the same IUID marking requirements as specified in the applicable Department of Defense (DoD) contracts.

**AFLCMC/WWQ IDENTIFICATION AND USAGE OF COMMERCIAL COMPUTER SOFTWARE LICENSE (JULY 2020)**

a. In accordance with DFARS 227.7202-1(a), Rights in Computer Software and Computer Software, Documentation, Policy (SEP 2016), the Government shall obtain commercial computer software and commercial computer software documentation under commercial licenses unless such licenses are inconsistent with Federal procurement law or do not otherwise satisfy user needs. The Seller shall provide license agreement information for all commercial computer software licenses to be obtained on behalf of or transferred to the Government under this contract. Under this contract, the Government

may become the Licensee in certain commercial computer software licenses, where computer software is specifically defined at DFARS 252.227-7014(a)(1), Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014). In order to permit the Government to become a Licensee in the commercial computer software licenses, the Seller shall first review the commercial computer software licenses intended for transfer to the Government and ensure compliance with either Alternative I, II, III, or IV, as detailed below.

b. The Contractor shall provide license agreement information to the Buyer who will provide it to the Government Contracting Officer concurrent with proposal submission to ensure compliance with the terms and to the extent known at the time the qualifying proposal is submitted to the Government. The Seller shall provide usage rights to the Government sufficient to permit the Government to operate any software or system containing the software which is associated with the license(s) to fulfill the Government's requirements. The Seller shall ensure compliance with all terms and conditions detailed below. For any commercial computer software license which is not reasonably identifiable concurrent with proposal submission, such license shall be approved by the Buyer after receiving approval from the Government Contracting Officer prior to its incorporation into a deliverable system to ensure compliance with DFARS 227.7202-1 and the terms and conditions in this clause. This obligation to obtain approval by the Buyer and the Government Contracting Officer prior to incorporation of the commercial computer software, as described above, continues throughout the contract.

c. The Seller shall provide a listing and copies of all commercial computer software licenses (including open-source software licenses) the Seller obtains for performance of this contract as it becomes available. The Seller shall deliver open-source commercial computer software in accordance with the customary terms and conditions offered for sale to the general public.

d. License Rights. Pursuant to the contract clauses governing rights in technical data and computer software (e.g., DFARS 252.227-7013, 252.227-7014, and 252.227-7015) the Government is granted unlimited rights in technical data necessary for OMIT activities and computer software documentation. Any exceptions to unlimited rights for technical data or computer software that is Required Data shall be identified and asserted as a restriction on the Seller data assertions table in accordance with DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions. Any assertions for commercial computer software that is Required Data, should be pursuant to AFLCMC/WWQ IDENTIFICATION AND USAGE OF COMMERCIAL COMPUTER SOFTWARE LICENSE, and shall be subject to a commercial license consistent with DFARS 227.7202-1(a), Commercial Computer software documentation.

e. Technical Data and Computer Software of Subcontractors and Suppliers. The Seller's obligations in this clause shall apply to all Required Data, including all Required Data developed, delivered, or otherwise provided by subcontractors or suppliers at any tier. The Seller shall include these requirements in its subcontracts or other contractual or legal instruments for F-15EX System with its subcontractors or suppliers at any tier, and regardless of whether the Required Data is or relates to commercial items or noncommercial items. The Seller shall ensure all subcontractors and suppliers at any tier replicate this clause.

f. Validation of Asserted Restrictions and Restrictive Markings. Nothing in this attachment limits or otherwise affects the parties' rights or obligations specified in DFARS 252.227-7019, Validation of Asserted Restrictions - Computer Software, or DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data