

**N61340-23-C-0034\_E-2D FRANCE TECHNICAL INTERCHANGE MEETINGS (TIM)  
FLOWDOWNS\_07-06-2023**

**U.S. GOVERNMENT CLAUSES**

**Prime Contract Number: N61340-23-C-0034**

**Modification: N/A**

**DPAS: DO-C9**

**Date of Creation: 07-06-2023**

***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**

| <b>Reference</b> | <b>Date</b> | <b>Clause</b>   |
|------------------|-------------|---|
| 52.202-1         | JUNE 2020   | Definitions   |
| 52.203-3         | APRIL 1984  | Gratuities  |
| 52.203-5         | MAY 2014    | Covenant Against Contingent Fees  |
| 52.203-6         | JUNE 2020   | Restrictions On Subcontractor Sales to The Government   |
| 52.203-7         | JUNE 2020   | Anti-Kickback Procedures  |
| 52.203-8         | MAY 2014    | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity  |
| 52.203-10        | MAY 2014    | Price Or Fee Adjustment for Illegal or Improper Activity  |
| 52.203-12        | JUNE 2020   | Limitation On Payments to Influence Certain Federal Transactions  |
| 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         | AUG 1996    | Security Requirements   |
| 52.204-4         | MAY 2011    | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper  |
| 52.204-10        | JUNE 2020   | Reporting Executive Compensation and First-Tier Subcontract Awards  |
| 52.204-12        | OCT 2016    | Unique Entity Identifier Maintenance  |
| 52.204-18        | AUG 2020    | Commercial and Government Entity Code   |
| 52.204-19        | DEC 2014    | Maintenance Incorporation by reference of Reps and Certs  |
| 52.204-21        | NOV 2021    | Basic Safeguarding of covered Contractor Information Systems  |
| 52.204-23        | NOV 2021    | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities                                     |
| 52.204-25        | NOV 2021    | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Including full text of para. (e) and excluding para. (b) (2). |
| 52.204-27        | JUNE 2023   | Prohibition on a ByteDance Covered Application  |
| 52.209-6         | NOV 2021    | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment  |
| 52.209-9         | OCT 2018    | Updates of Publicly Available Information Regarding Responsibility Matters  |
| 52.209-10        | NOV 2015    | Prohibition on contracting with Inverted Domestic Corporations  |
| 52.211-5         | AUG 2000    | Material Requirements   |
| 52.211-15        | APRIL 2008  | Defense Priority and Allocation Requirements  |
| 52.212-4         | DEC 2022    | Contract terms – Commercial Items   |
| 52.215-2         | JUNE 2020   | Audit and Records - Negotiation   |
| 52.215-8         | OCT 1997    | Order of Precedence - Uniform Contract Format   |
| 52.215-10        | AUG 2011    | Price Reduction for Defective Certified Cost or Pricing Data  |
| 52.215-11        | AUG 2011    | Price Reduction for Defective Certified Cost or Pricing Data-- Modifications  |
| 52.215-12        | JUNE 2020   | Subcontractor Certified Cost or Pricing Data  |
| 52.215-14        | JUNE 2020   | Integrity of Unit Prices  |
| 52.215-21        | NOV 2021    | 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   |
| 52.216-7         | AUG 2018    | Allowable Cost and Payment  |
| 52.219-8         | OCT 2022    | Utilization of Small Business Concerns  |
| 52.219-9         | OCT 2022    | Small Business Subcontracting Plan  |

| Reference | Date       | Clause  |
|-----------|------------|---|
| 52.219-16 | JAN 1999   | Liquidated Damages-Subcontracting Plan  |
| 52.219-28 | MAY 2020   | Post Award Small Business Program Representation                                |
| 52.222-3  | JUNE 2003  | Convict Labor   |
| 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  | Equal Opportunity 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          |
| 52.222-50 | NOV 2021   | Combating Trafficking in Persons  |
| 52.222-54 | OCT 2015   | Employment Eligibility Verification   |
| 52.223-3  | JAN 1997   | Hazardous Material Identification and Material Safety Data                      |
| 52.223-5  | MAY 2011   | Pollution Prevention and Right-to-Know Information                              |
| 52.223-6  | MAY 2001   | Drug-Free Workplace   |
| 52.223-18 | JUNE 2020  | Encouraging Contractor Policies to Ban Text Messaging While Driving             |
| 52.224-1  | APRIL 1984 | Privacy Act Notification  |
| 52.224-2  | APRIL 1984 | Privacy Act   |
| 52.225-1  | MAY 2014   | Buy American - Supplies   |
| 52.225-5  | OCT 2016   | Trade Agreements  |
| 52.225-13 | FEB 2021   | Restrictions on Certain Foreign Purchases                                       |
| 52.227-1  | JUNE 2020  | Authorization and Consent   |
| 52.227-2  | JUNE 2020  | Notice and Assistance Regarding Patent and Copyright Infringement               |
| 52.227-10 | DEC 2007   | Filing of Patent Applications--Classified Subject Matter                        |
| 52.227-11 | MAY 2014   | Patent Rights--Ownership by The Contractor                                      |
| 52.227-21 | MAY 2014   | Technical Data Declaration, Revision, and Withholding of Payment--Major Systems |
| 52.228-5  | JAN 1997   | Insurance - Work on A Government Installation                                   |
| 52.229-3  | FEB 2013   | Federal, State and Local Taxes  |
| 52.229-4  | FEB 2013   | Federal, State, And Local Taxes (State and Local Adjustments)                   |
| 52.230-2  | JUNE 2020  | Cost Accounting Standards   |
| 52.230-6  | JUNE 2010  | Administration of Cost Accounting Standards                                     |
| 52.232-1  | APR 1984   | Payments  |
| 52.232-23 | MAY 2014   | Assignment of Claims  |
| 52.232-25 | JAN 2017   | Prompt Payment  |
| 52.232-33 | OCT 2018   | Payment by Electronic Funds Transfer--System for Award Management               |
| 52.233-1  | MAY 2014   | Disputes  |
| 52.233-3  | AUG 1996   | Protest After Award   |
| 52.233-4  | OCT 2004   | Applicable Law for Breach of Contract Claim                                     |
| 52.239-1  | AUG 1996   | Privacy or Security Safeguards  |
| 52.242-1  | APR 1984   | Notice of Intent to Disallow Costs  |
| 52.242-3  | MAY 2014   | Penalties for Unallowable Costs   |
| 52.242-5  | JAN 2017   | Payments to Small Business Subcontractors                                       |
| 52.242-13 | JULY 1995  | Bankruptcy  |
| 52.243-1  | AUG 1987   | Changes – Fixed Price   |
| 52.244-5  | DEC 1996   | Competition in Subcontracting   |
| 52.244-6  | JUNE 2023  | Subcontracts for Commercial Items   |
| 52.246-25 | FEB 1997   | Limitation of Liability - Services  |
| 52.247-34 | NOV 1991   | F.O.B. Destination  |
| 52.247-48 | APR 1984   | F.O.B. Destination within Consignee Premises                                    |
| 52.249-2  | APR 2012   | Termination for Convenience of The Government (Fixed- Price)                    |
| 52.249-8  | APRIL 1984 | Default (Fixed-Price Supply & Service)  |

| Reference | Date     | Clause                   |
|-----------|----------|--------------------------|
| 52.253-1  | JAN 1991 | Computer Generated Forms |

## **DFARS CLAUSES**

| Reference    | Date       | Clause   |
|--------------|------------|--|
| 252.203-7002 | DEC 2022   | Requirement to Inform Employees of Whistleblower Rights  |
| 252.203-7003 | AUG 2019   | Agency Office of the IG  |
| 252.204-7000 | OCT 2016   | Disclosure of Information  |
| 252.204-7003 | APR 1992   | Control of Government Personnel Work Product   |
| 252.204-7012 | JAN 2023   | Safeguarding Covered Defense Information and Cyber Incident Reporting  |
| 252.204-7018 | JAN 2023   | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services                                 |
| 252.204-7020 | JAN 2023   | NIST SP 800-171 DoD Assessment Requirements  |
| 252.204-7024 | MAR 2023   | Notice on the Use of the Supplier Performance Risk System  |
| 252.205-7000 | JUNE 2023  | Provision of Information to Cooperative Agreement Holders  |
| 252.209-7004 | MAY 2019   | Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism |
| 252.215-7002 | DEC 2012   | Cost Estimating System Requirements  |
| 252.219-7003 | DEC 2019   | Small Business Subcontracting Plan (DOD Contracts)   |
| 252.223-7004 | SEP 1988   | Drug Free Work Force   |
| 252.225-7002 | MAR 2022   | Qualifying Country Sources as Subcontractors   |
| 252.225-7041 | JUNE 1997  | Correspondence in English  |
| 252.225-7048 | JUNE 2013  | Export Controlled Items  |
| 252.225-7056 | JAN 2023   | Prohibition regarding Business Operations with the Maduro Regime   |
| 252.225-7060 | JUNE 2023  | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region   |
| 252.227-7013 | MAR 2023   | Rights in Technical Data - Noncommercial Items   |
| 252.227-7015 | MAR 2023   | Technical Data - Commercial Items  |
| 252.227-7016 | JAN 2023   | Rights in Bid or Proposal Information  |
| 252.227-7019 | JAN 2023   | Validation of Asserted Restrictions - Computer Software  |
| 252.227-7025 | JAN 2023   | 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   |
| 252.227-7037 | JAN 2023   | Validation of Restrictive Markings on Technical Data   |
| 252.231-7000 | DEC 1991   | Supplemental Cost Principles   |
| 252.232-7010 | DEC 2006   | Levies on Contract Payments  |
| 252.242-7005 | FEB 2012   | Contractor Business Systems  |
| 252.242-7006 | FEB 2012   | Accounting System Administration   |
| 252.243-7001 | DEC 1991   | Pricing of Contract Modifications  |
| 252.243-7002 | DEC 2022   | Requests for Equitable Adjustment  |
| 252.247-7023 | JAN 2023   | Transportation of Supplies by Sea  |

**CLAUSES INCORPORATED IN FULL TEXT:****52.217-7 - OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor up to thirty (30) days before the delivery date in section F. Delivery of added items shall continue at the same rate that like items are called for under the contract unless the parties otherwise agree.

**52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

**52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

a) The use in this solicitation or contract of any Federal Acquisition Regulation 48, CFR Chapter 1 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**252.217-7000 - EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS – BASIC (NOV 2014)**

The Government may exercise the option(s) of the contract N61340-23-C-0034 to fulfill foreign military sales commitments. The foreign military sales commitments are for France. Applicable CLINS are 0002-0007.

**5252.246-9512 - INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by NAWCTSD.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

**5252.246-9514 - INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) Technical Point of Contact (TPOC), Project Manager (PJM) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material

Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO. Supplier(s) may contact Buyer's designated Supply Chain/Procurement representative for specific direction pertaining to Data Item Transmittal instructions.

**5252.247-9514 - TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data, and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

**DTXT.247-9507 - PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2021)**

a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, 32 CFR Part 117.

b) The contractor shall prominently display on the cover of each report the following information:

1. Name and business address of contractor.
2. Contract Number/Delivery/Task order number.
3. Contract/Delivery/Task order dollar amount.
4. Whether the contract was competitively or non-competitively awarded.
5. Name of sponsoring individual.
6. Name and address of requiring activity.