

W56KGY-22-D-0004_MODP00004_MAPS GEN II LRIP_Flowdowns_11-07-2023

U.S. GOVERNMENT CLAUSES

Prime Contract Number: W56KGY-22-D-0004
Modification/Rev. Number: P00004
Date of Creation: 11-07-2023

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

| Clause | Date | Reference |
|-----------|-----------|---|
| 52.202-1 | JUNE 2020 | Definitions |
| 52.203-5 | MAY 2014 | Covenant Against Contingent Fees |
| 52.203-3 | APR 1984 | Gratuities |
| 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, Recission and Recovery of funds for Illegal or Improper Activity |
| 52.203-10 | MAY 2014 | Price or Fee Adjust. For Illegal or Improper Activity |
| 52.203-12 | JUNE 2020 | Limitation on Payments to Influence Certain Federal Transactions |
| 52.203-13 | JUNE 2020 | Limitation On Payments to Influence Certain Federal Transactions |
| 52.203-17 | APR 2014 | Contractor Employee Whistleblower rights requirement to inform Employees of Whistleblower rights |
| 52.203-19 | JAN 2017 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements |
| 52.204-2 | MAR 2021 | Security Requirements |
| 52.204-4 | MAY 2011 | Printed or Copied Double Sided on Postconsumer Fiber Content Paper |
| 52.204-9 | JAN 2011 | Personal Identity Verification of Contractor Personnel |
| 52.204-10 | JUNE 2020 | Reporting Executive Compensation and first-tier contract awards |
| 52.204-13 | OCT 2018 | System for Award Management Maintenance |
| 52.204-18 | AUG 2020 | Commercial and Government Entity Code |
| 52.204-21 | JUNE 2016 | 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 |
| 52.209-3 | SEPT 1989 | First Article Approval – Contractor Testing |
| 52.209-4 | OCT 1997 | First Article Approval—Government Testing |
| 52.209-6 | NOV 2021 | Protecting the Govt Interest when Subcontracting w/ 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 | APR 2008 | Defense Priority and Allocation Requirements |
| 52.215-10 | AUG 2011 | Price Reduction for Defective Cost or Pricing Data |
| 52.215-14 | NOV 2021 | Integrity of Unit Prices |
| 52.215-15 | OCT 2010 | Pension Adjustments and Asset Reversions |
| 52.215-18 | JULY 2005 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions |
| 52.216-7 | AUG 2018 | Allowable Cost and Payment |
| 52.216-8 | JUNE 2011 | Fixed Fee |
| 52.217-8 | NOV 1999 | Option to Extend Services |
| 52.219-8 | NOV 2016 | Utilization of Small Business Concerns |
| 52.219-9 | NOV 2021 | Small Business Subcontracting Plan |
| 52.222-20 | JUNE 2020 | Contracts for Materials, Supplies, Articles and Equipment |

| Clause | Date | Reference |
|-----------|-----------|---|
| 52.222-21 | APR 2015 | Prohibition of Segregated Facilities |
| 52.222-26 | SEPT 2016 | Equal Opportunity |
| 52.222-37 | JUNE 2020 | Employment Reports on Veterans and 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 | MAY 2022 | Employment Eligibility Verification |
| 52.223-18 | JUNE 2020 | Encouraging Contractor Policies to Ban Text Messaging While Driving |
| 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 |
| 52.228-7 | MAR 1996 | Insurance – Liability to Third Persons |
| 52.229-3 | FEB 2012 | Federal, State and Local Taxes |
| 52.232-1 | APR 1984 | Payments |
| 52.232-8 | FEB 2002 | Discounts for Prompt Payment |
| 52.232-11 | APR 1984 | Extras |
| 52.232-17 | MAY 2014 | Interest |
| 52.232-23 | MAY 2014 | Assignment of Claims |
| 52.232-25 | JAN 2017 | Prompt Payment |
| 52.232-39 | JUNE 2013 | Unenforceability of Unauthorized Obligations |
| 52.232-40 | NOV 2021 | Providing Accelerated payments to Small Business Subcontractors |
| 52.233-1 | MAY 2014 | Disputes |
| 52.233-3 | AUG 1996 | Protest After Award |
| 52.233-3 | JUNE 1985 | Protest After Award with ALT I |
| 52.233-4 | OCT 2004 | Applicable Law for Breach of Contract Claim |
| 52.237-2 | APR 1984 | Protection of Government Buildings, Equipment, and Vegetation |
| 52.242-1 | APR 1984 | Notice of Intent to Disallow Costs |
| 52.242-3 | SEPT 2021 | Penalties for Unallowable Costs |
| 52.242-13 | JUL 1995 | Bankruptcy |
| 52.243-1 | AUG 1987 | Changes - Fixed-Price |
| 52.243-2 | AUG 1987 | Changes – Cost Reimbursement ALT I |
| 52.244-5 | DEC 1996 | Competition in Subcontracting |
| 52.244-6 | JAN 2022 | Subcontracts for Commercial Products and Services |
| 52.245-1 | SEPT 2021 | Government Property |
| 52.245-9 | APR 2012 | Use and Charges |
| 52.246-18 | MAY 2001 | Warranty of Supplies of a Complex Nature |
| 52.246-19 | MAY 2001 | Warranty of Systems and Equipment Under Performance Specifications or Design Criteria |
| 52.247-63 | JUNE 2003 | Preference for U.S. Flag Air Carriers |
| 52.249-2 | APR 2012 | Termination for Convenience of The Government (Fixed-Price) |
| 52.249-6 | MAY 2004 | Termination (Cost-Reimbursement) |
| 52.249-8 | APR 1984 | Default (Fixed-Price Supply and Service) |
| 52.249-14 | APR 1984 | Excusable Delays |
| 52.252-2 | FEB 1998 | Clauses Incorporated By Reference |
| 52.253-1 | JAN 1991 | Computer Generated Forms |

DFARS CLAUSES

| Clause | Date | Reference |
|---------------|-------------|--|
| 252.203-7000 | SEPT 2011 | Requirements Relating to Compensation of Former DoD Officials |
| 252.203-7001 | DEC 2008 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies |
| 252.203-7002 | SEP 2013 | Requirement to Inform Employees of Whistleblower Rights |
| 252.204-7000 | OCT 2016 | Disclosure of Information |
| 252.204-7003 | APR 1992 | Control of Government Personnel Work Product |
| 252.204-7012 | DEC 2019 | Safeguarding Covered Defense Information and Cyber Incident Reporting |
| 252.204-7015 | MAY 2016 | Notice of Authorized Disclosure of Information for Litigation Support |
| 252.204-7018 | JAN 2021 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services |
| 252.204-7020 | DEC 1991 | NIST SP 800-171 DOD Assessment Requirements |
| 252.205-7000 | DEC 1991 | 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 |
| 252.222-7006 | DEC 2010 | Restrictions on the Use of Mandatory Arbitration Agreements |
| 252.225-7007 | DEC 2018 | Prohibition on Acquisition of Certain Items From Communist Chinese Military Companies |
| 252.225-7040 | OCT 2015 | Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the USA |
| 252.225-7048 | JUNE 2013 | Export Controlled Items |
| 252.226-7001 | APR 2014 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns |
| 252.227-7013 | FEB 2014 | Rights in Technical Data – Non-Commercial Items. |
| 252.227-7014 | FEB 2014 | Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation. |
| 252.227-7015 | FEB 2014 | Technical Data – Commercial Items |
| 252.227-7016 | JAN 2011 | Rights in Bid or Proposal Information |
| 252.227-7019 | SEP 2016 | Validation of Asserted Restrictions - Computer Software |
| 252.227-7025 | MAY 2013 | Limitations on the Use or Disclosure of Government furnished information marked with Restrictive Legends |
| 252.227-7030 | MAR 2000 | Technical Data - Withholding of Payment (10%) |
| 252.227-7037 | APR. 2022 | Validation of Restrictive Markings on Technical Data |
| 252.231-7000 | DEC 1991 | Supplemental Cost Principles |
| 252.232-7003 | DEC 2018 | Electronic Submission of Payment requests and Receiving reports |
| 252.232-7010 | DEC 2006 | Levies on Contract Payments |
| 252.232-7017 | APR 2020 | Accelerating Payments to Small Business Subcontractors - Prohibition |
| 252.234-7002 | SEP 2015 | Earned Value Management System (Deviation 2015-O0017) |
| 252.239-7018 | FEB 2019 | Supply Chain Risk (Deviation 2018-O0020) |
| 252.243-7001 | DEC 1991 | Pricing of Contract Modifications |
| 252.243-7002 | DEC 2012 | Requests for Equitable Adjustment |

| Clause | Date | Reference |
|---------------|-------------|---|
| 252.244-7000 | JAN 2021 | Subcontracts for Commercial Items |
| 252.245-7001 | APR 2012 | Tagging, Labeling, and Marking of Government-Furnished Property |
| 252.245-7002 | JAN 2021 | Reporting Loss of Government Property |
| 252.245-7003 | APR 2012 | Contractor Property Management System Administration |
| 252.245-7004 | DEC 2017 | Reporting, Reutilization, and Disposal |
| 252.246-7006 | MAR 2016 | Warranty Tracking of Serialized Items |
| 252.247-7023 | FEB 2019 | Transportation of Supplies by Sea |

CLAUSES INCORPORATED IN FULL TEXT:

FAR

52.204-25 – PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

As prescribed in [4.2105\(b\)](#), insert the following clause:

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

52.215-19 – NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

As prescribed in [15.408\(k\)](#), insert the following clause:

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(k\)](#).

52.222-35 – EQUAL OPPORTUNITY FOR VETERANS (JUNE 2020)

As prescribed in [22.1310\(a\)\(1\)](#), insert the following clause:

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of MAR 24, 2014. This clause prohibits

discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 – EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUNE 2020)

As prescribed in [22.1408](#)(a), insert the following clause:

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of MAR 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

DFARS

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/uniqueid.html> .

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459 .

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html> .

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**

- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/> .

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/> ; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number L018, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.225-7972 – PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015) (MAY 2020)

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract-

- (1) An unmanned aircraft system (UAS), or any related services or equipment, that--

- (i) Is manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;
 - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;
 - (iii) Uses a ground control system or operating software developed in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China; or
 - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the Peoples Republic of China; or
- (2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured--
- (i) In the Peoples Republic of China; or
 - (ii) By an entity domiciled in the Peoples Republic of China.
- (b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

252.225-7993 – PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-00022) (AUG 2020)

(a) The Contractor shall:

- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;
- (2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at www.sam.gov --
 - (i) Prior to subcontract award; and
 - (ii) At least on a monthly basis; and
- (3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to

- (1) Terminate this contract for default, in whole or in part, if the Head of the Contracting

Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)

(a) Definitions. As used in this clause—

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

“Electronic part” means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

“Original component manufacturer” means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company’s brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

(b) Selecting suppliers. In accordance with section 818(c)(3) of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), as amended by section 817 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291) and section 885 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92), the Contractor shall—

(1) First obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from—

(i) The original manufacturers of the parts;

(ii) Their authorized suppliers; or

(iii) Suppliers that obtain such parts exclusively from the original manufacturers of the parts or their authorized suppliers;

(2) If electronic parts are not available as provided in paragraph (b)(1) of this clause, obtain electronic parts that are not in production by the original manufacturer or an authorized aftermarket manufacturer, and that are not currently available in stock from a source listed in paragraph (b)(1) of this clause, from suppliers identified by the Contractor as contractor-approved suppliers, provided that—

(i) For identifying and approving such contractor-approved suppliers, the Contractor uses established counterfeit prevention industry standards and processes (including inspection, testing, and authentication), such as the DoD-adopted standards at <https://assist.dla.mil>;

(ii) The Contractor assumes responsibility for the authenticity of parts provided by such contractor-approved suppliers; and

(iii) The Contractor’s selection of such contractor-approved suppliers is subject to review, audit, and approval by the Government, generally in conjunction with a contractor purchasing system review or other surveillance of purchasing practices by the contract administration office, or if the Government obtains credible evidence that a contractor-approved supplier has provided counterfeit parts. The Contractor may proceed with the acquisition of electronic parts from a contractor-approved supplier unless otherwise notified by DoD; or

(3)(i) Take the actions in paragraph (b)(3)(ii) of this clause if the Contractor—

(A) Obtains an electronic part from—

(1) A source other than any of the sources identified in paragraph (b)(1) or (b)(2) of this clause, due to nonavailability from such sources; or

(2) A subcontractor (other than the original manufacturer) that refuses to accept flowdown of this clause; or

(B) Cannot confirm that an electronic part is new or previously unused and that it has not been comingled in supplier new production or stock with used, refurbished, reclaimed, or returned parts.

(ii) If the contractor obtains an electronic part or cannot confirm an electronic part pursuant to paragraph (b)(3)(i) of this clause—

(A) Promptly notify the Contracting Officer in writing. If such notification is required for an electronic part to be used in a designated lot of assemblies to be acquired under a single contract, the Contractor may submit one notification for the lot, providing identification of the assemblies containing the parts (e.g., serial numbers);

(B) Be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(C) Make documentation of inspection, testing, and authentication of such electronic parts available to the Government upon request.

(c) Traceability. If the Contractor is not the original manufacturer of, or authorized supplier for, an electronic part, the Contractor shall—

(1) Have risk-based processes (taking into consideration the consequences of failure of an electronic part) that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic part is supplied as a discrete electronic part or is contained in an assembly;

(2) If the Contractor cannot establish this traceability from the original manufacturer for a specific electronic part, be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(3)(i) Maintain documentation of traceability (paragraph (c)(1) of this clause) or the inspection, testing, and authentication required when traceability cannot be established (paragraph (c)(2) of this clause) in accordance with FAR subpart 4.7; and

(ii) Make such documentation available to the Government upon request.

(d) Government sources. Contractors and subcontractors are still required to comply with the requirements of paragraphs (b) and (c) of this clause, as applicable, if—

(1) Authorized to purchase electronic parts from the Federal Supply Schedule;

(2) Purchasing electronic parts from suppliers accredited by the Defense Microelectronics Activity; or

(3) Requisitioning electronic parts from Government inventory/stock under the authority of 252.251-7000 , Ordering from Government Supply Sources.

(i) The cost of any required inspection, testing, and authentication of such parts may be charged as a direct cost.

(ii) The Government is responsible for the authenticity of the requisitioned parts. If any such part is subsequently found to be counterfeit or suspect counterfeit, the Government will—

(A) Promptly replace such part at no charge; and

(B) Consider an adjustment in the contract schedule to the extent that replacement of the counterfeit or suspect counterfeit electronic parts caused a delay in performance.

(e) Subcontracts: The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts, including subcontracts for commercial products, that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.

(End of clause)

OTHER

PROVISIONS FROM THE U.S. GOVERNMENT CUSTOMER CONTRACT ATTACHMENTS:

DATA RIGHTS/SOFTWARE LICENSES

The Government's rights in non-commercial technical data and software deliverables shall be governed by DFARS 252.227-7013 and DFARS 252.227-7014, respectively. The Government's rights in commercial technical data deliverables shall be governed by DFARS 252.227-7015. All technical data (e.g., documents, drawings, computer-aided design models, simulation and modeling) and software deliverables shall be properly marked IAW the marking requirements set forth in DFARS 252.227-7013(f) and DFARS 252.227-7014(f).

If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings in accordance with DFARS 252.227-7013(h)(2) and DFARS 252.227-7014(h)(2), respectively.

The Contractor shall submit the corresponding commercial software license agreements which will be reviewed and approved by the Contracting Officer for the Government as appropriate and when such data becomes available. The Contractor shall not submit any commercial software license terms that conflict with federal procurement law or do not satisfy user needs. Commercial Software License terms that are unacceptable to the Government include (but are not limited to) indemnification provisions (and other types of provisions that include unauthorized or unbudgeted

funding obligations), attorney's fees provision, state or foreign choice of law/jurisdiction provisions, binding arbitration provisions, and injunctive relief provisions.

CONTROLLED UNCLASSIFIED INFORMATION (CUI)

All Contractor employees and associated subcontractor employees must complete initial and annual DoD Mandatory CUI Training. Employees must be trained within 30 calendar days of contract award or within 30 calendar days of their reporting for duty, and annually thereafter. DoD Mandatory CUI Training is available on the Center for Development of Security Excellence (CDSE) website at: <https://www.cdse.edu/catalog/elearning/IF141.html>.

DOD CYBERSECURITY AWARENESS TRAINING

Army Training Certification Tracking System (ATCTS) registration requirement is for Contractor employees who require access to Government information systems (IS): All Contractor employees with access to a Government IS must be registered in ATCTS at commencement of services, and must successfully complete the DOD Cybersecurity Awareness Training and Acceptable Use Policy (AUP) prior to access to the IS, and then annually thereafter.

CYBERSECURITY/INFORMATION TECHNOLOGY (IT) TRAINING

All Contractor employees and associated subcontractor employees must complete the DoD Cybersecurity Awareness Training before issuance of DoD network access and annually thereafter. All Contractor employees performing Cybersecurity (information assurance)/IT functions or duties supporting the DoD, must comply with DoD and Army training requirements in DoD 8140.01, DoD 8570.01-M Change 4 (Ch4) and AR 25-2 within six months of duty appointment to the Cybersecurity/IT position.