

**Flowdown Attachment**  
**FDA-2021.0032**

**Prime Contract No.:** H98230-21-C-0073

**DPAS Rating:** None

**SAS DUNS number:** 799855812

**Date of Creation:** January 25, 2021

**If the Purchase Order is valued at or above \$750,000, and is not for commercial items, the following applies:**

**In order to meet the requirements of FAR 52.219-9, the Seller agrees to provide a Small Business Subcontracting Plan prior to the award of a Purchase Order. The referenced plan should contain goals for subcontracting with small businesses, small disadvantaged businesses, woman-owned small business, historically under-utilized small business, veteran owned and service disabled veteran owned businesses in accordance with the plan requirements outlined in FAR 52.219-9.**

**In addition, the Seller must submit an Individual Subcontracting Report (ISR) via the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>) on a semi-annual basis for reporting periods ending on March 31st and September 30th. Reports are due no later than 15 days after the close of each reporting period.**

**Email for Seller's official acknowledging or rejecting the ISR: [sas.eSRS.mail@raytheon.com](mailto:sas.eSRS.mail@raytheon.com)**  
(Seller must include contractor official on the ISR report email notification)

***The following customer contract requirements apply to this Purchase Order to the extent indicated below and are hereby incorporated into the Purchase Order by reference:***

In all clauses listed herein terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its 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 "Seller", "Subcontractor" shall mean "Seller'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 and (2) when title to property is to be transferred directly to the Government. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

**CLAUSES INCORPORATED BY REFERENCE:**

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	Applicable to Purchase Orders over the Simplified Acquisition Threshold.
FAR 52.203-6*	Restrictions on Subcontractor Sales to the Government (JUN 2020)	Applicable to all Purchase Orders over the Simplified Acquisition Threshold.
FAR 52.203-7*	Anti-Kickback Procedures (JUN 2020)	Applicable to all Purchase Orders that exceed \$150,000, excepting paragraph (c)(1).
FAR 52.204-2*	Security Requirements (AUG 1996)	Applicable to all Purchase Orders that involve access to classified information. Any reference to the Changes clause is excluded.
FAR 52.204-25*	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6.
FAR 52.209-6*	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)	Applicable to all Purchase Orders exceeding \$35,000, except for Purchase Orders for commercially available off-the-shelf items.
FAR 52.215-10*	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	Applicable to all Purchase Orders that require the Seller to provide certified cost or pricing data. This clause does not apply to Purchase Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
FAR 52.215-12*	Subcontractor Certified Cost or Pricing Data (JUN 2020)	Applicable to Purchase Orders in excess of \$2 Million. This clause does not apply to Purchase Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
FAR 52.215-19*	Notification of Ownership Changes (OCT 1997)	Applicable to Purchase Orders that require certified cost or pricing data. This clause does not apply to Purchase Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
FAR 52.215-23*	Limitations on Pass-Through Charges (JUN 2020)	Applicable to all cost-reimbursement Purchase Orders that exceed the simplified acquisition threshold; except if the Buyers' prime contract is with the DoD, then applicable to all cost-reimbursement Purchase Orders and all fixed-price Purchase Orders, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

**Raytheon**  
**Space and Airborne Systems**

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.216-8*	Fixed Fee (JUN 2011)	Applicable to cost plus fixed fee Purchase Orders.
FAR 52.219-9*	Small Business Subcontracting Plan (JUN 2020)	Applicable to Purchase Orders over \$750,000 (except to small business concerns) and to Purchase Orders to the extent that the work under the Purchase Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Purchase Order. Not applicable to Purchase Orders for commercial items.
FAR 52.222-21*	Prohibition of Segregated Facilities (APR 2015)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6. Foreign Sellers: Applicable to Purchase Orders except to the extent that work under the Purchase Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Purchase Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
FAR 52.222-26*	Equal Opportunity (SEP 2016)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. Foreign Sellers: Applicable to Purchase Orders except to the extent that work under the Purchase Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Purchase Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
FAR 52.222-26	Equal Opportunity (SEP 2016) - ALTERNATE I (FEB 1999)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. Foreign Sellers: Applicable to Purchase Orders except to the extent that work under the Purchase Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Purchase Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

**Raytheon**  
**Space and Airborne Systems**

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.222-35*	Equal Opportunity for Veterans (JUN 2020)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, of \$150,000 or more. Foreign Sellers: Applicable to Purchase Orders when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
FAR 52.222-36*	Equal Opportunity for Workers with Disabilities (JUN 2020)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, exceeding \$15,000. Foreign Sellers: Applicable to Purchase Orders to the extent that work under the Purchase Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island or Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island to work on the Purchase Order.
FAR 52.222-37*	Employment Reports on Veterans (JUN 2020)	Applicable to all Purchase Orders over \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary.
FAR 52.222-40*	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, that exceed \$10,000 will be performed wholly or partially in the United States.
FAR 52.222-50*	Combating Trafficking in Persons (OCT 2020)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, except that the requirements in paragraph (h) of the clause apply only to (i) supplies that are other than commercially available off-the-shelf items that are acquired outside the United States, or for services to be performed outside the United States, and (ii) that exceed \$550,000 in value.
FAR 52.223-6	Drug-Free Workplace (MAY 2001)	Applicable to Purchase Orders except when (i) the value of the acquisition is at or below the simplified acquisition threshold, however, the requirements shall apply to contracts of any value awarded to an individual; (ii) the Purchase Order is for the acquisition of commercial items; or (iii) performance or partial performance will be outside the United States and its outlying areas.
FAR 52.223-18*	Encouraging Contractor Policies To Ban Text Messaging While Driving (JUN 2020)	Applicable to all Purchase Orders over the Micro-Purchase Threshold.

**Raytheon**  
**Space and Airborne Systems**

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.225-13*	Restrictions on Certain Foreign Purchases (JUN 2008)	Applicable to all Purchase Orders.
FAR 52.227-1*	Authorization and Consent (JUN 2020)	Applicable to all Purchase Orders over the Simplified Acquisition Threshold.
FAR 52.227-1 Alt I*	Authorization and Consent (JUN 2020) - Alternate I (APR 1984)	Applicable to all Purchase Orders over the Simplified Acquisition Threshold when the primary purpose of Seller's work is research and development, excluding construction or an architect-engineer work.
FAR 52.227-11*	Patent Rights -- Ownership by the Contractor (MAY 2014)	Applicable to all Purchase Orders for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.
FAR 52.230-2*	Cost Accounting Standards (JUN 2020)	Applicable when stated in the Purchase Order.
FAR 52.230-3*	Disclosure and Consistency of Cost Accounting Practices (JUN 2020)	Applicable when stated in the Purchase Order.
FAR 52.230-6*	Administration of Cost Accounting Standards (JUN 2010)	Applicable when stated in the Purchase Order.
FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	Applicable to all Purchase Orders involving EULA, TOS, or similar software agreement.
FAR 52.232-40*	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, with small business concerns, including Purchase Orders with small business concerns for the acquisition of commercial items.
FAR 52.243-2	Changes-Cost-Reimbursement (AUG 1987)	Applicable to cost-reimbursement Purchase Orders
FAR 52.243-2 Alt V	Changes-Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)	Applicable to cost-reimbursement Purchase Orders.
FAR 52.243-6*	Change Order Accounting (APR 1984)	Applicable to Purchase Orders for supply and research and development contracts of significant technical complexity.
FAR 52.244-5*	Competition in Subcontracting (DEC 1996)	Applicable to all Purchase Orders.
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)	Applicable to all Purchase Orders.

**Raytheon**  
**Space and Airborne Systems**

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.203-7001*	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)	Applicable to all Purchase Orders exceeding the simplified acquisition.
DFARS 252.204-7000*	Disclosure of Information (OCT 2016)	Applicable to all Purchase Orders when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.
DFARS 252.204-7004	Antiterrorism Awareness Training for Contractors (FEB 2019)	Applicable to all Purchase Orders, including Purchase Orders for commercial items, when Seller performance requires routine physical access to a Federally-controlled facility or military installation.
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (MAY 2019)	Applicable to Purchase Orders over \$35,000.
DFARS 252.223-7004	Drug-Free Work Force (SEP 1988)	Applicable to Purchase Orders except when (i) performance or partial performance will be outside the United States and its outlying areas. (ii) the value of the acquisition is at or below the simplified acquisition threshold, or (iii) the Purchase order is for Commercial Items.
DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014)	Applicable to all Purchase Orders that require, may require, or permit a Seller or its lower tier subcontractors access to a DoD installation.
DFARS 252.225-7003	Reporting of Contract Performance Outside the United States (JUN 2005)	Applicable to all Purchase Orders having a value of greater than \$550,000 and the work in could be performed inside the United States or Canada. Seller agrees to immediately inform Buyer if any part of the Purchase Order will be performed outside the United States and Canada.
DFARS 252.225-7048*	Export-Controlled Items (JUN 2013)	Applicable to all Purchase Orders.
DFARS 252.227-7016*	Rights in Bid or Proposal Information (JAN 2011)	Applicable to all Purchase Orders.
DFARS 252.227-7019*	Validation of Asserted Restrictions--Computer Software (SEP 2016)	Applicable to all Purchase Orders when Seller's performance includes the furnishing of computer software that Buyer will furnish to the Government.
DFARS 252.227-7037*	Validation of Restrictive Markings on Technical Data (SEP 2016)	Applicable to all Purchase Orders requiring the delivery of technical data.

**Raytheon**  
**Space and Airborne Systems**

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.227-7038*	Patent Rights—Ownership by the Contractor (Large Business) (JUN 2012)	Applicable to all Purchase Orders for experimental, developmental, or research work if the Seller is not a small business or nonprofit organization, unless a different patent rights clause is required by FAR 27.303.
DFARS 252.227-7039	Patents--Reporting of Subject Inventions (APR 1990)	Applicable to all Purchase Orders for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization
DFARS 252.231-7000*	Supplemental Cost Principles (DEC 1991)	Applicable to Purchase Orders that are subject to the principles and procedures described in FAR subparts 31.1, 31.2, 31.6, or 31.7.
DFARS 252.235-7004	PROTECTION OF HUMAN SUBJECTS (JUL 2009)	Applicable to all Purchase Orders that may include research involving human subjects. This clause does not apply to subcontracts that involve only the use of cadaver materials.
DFARS 252.235-7010	Acknowledgment of Support and Disclaimer (MAY 1995)	Applicable to all Purchase Orders for research and development.
DFARS 252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)	Applicable to all Purchase Orders that require Seller personnel to interact with detainees in the course of their duties.
DFARS 252.239-7000	Protection Against Compromising Emanations (OCT 2019)	Applicable to all Purchase Orders involving information technology that requires protection against compromising emanations.
DFARS 252.239-7001	Information Assurance Contractor Training and Certification (JAN 2008)	Applicable to all Purchase Orders involving Seller performance of information assurance functions as described in DoD 8570.01-M.
DFARS 252.246-7001	Warranty of Data (MAR 2014)	Applicable to Purchase Orders when Buyer will be required to deliver to the Government Seller's technical data pertaining to noncommercial items, or pertaining to commercial items for which the Government will have paid for any portion of the development costs.
DFARS 252.246-7003	Notification of Potential Safety Issues (DEC 2018)	Applicable to all Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

\* Denotes a FAR/DFARS clause that is included in Standard Terms and Conditions.

**CLAUSES INCORPORATED BY FULL TEXT:**

**352.247-9003 MARKING OF DOCUMENTS (SEP 1994)**

(Applicable to all Purchase Orders that include technical reports, photographs, drawings, schematics, design circuits and description of equipment.)

(a) All Contractor-generated technical reports shall bear the statement "Not Releasable to the Defense Technical Information Center per DoD Directive 3200.12."

(b) In addition to the above marking all unclassified technical reports, photographs, drawings, schematics, design circuits and description of equipment designed and/or produced under the contract shall be marked with the legend "DISTRIBUTION LIMITED TO U.S. GOVERNMENT AGENCIES ONLY, THIS DOCUMENT CONTAINS NSA INFORMATION (Applicable Date). REQUEST FOR THIS DOCUMENT MUST BE REFERENCED TO THE DIRECTOR, NSA". Where SF Form 298 is required to accompany a document, the legend shall be entered in Block 12a thereof.

(c) The contractor shall be responsible for inserting the appropriate application date in the aforementioned legend. This date shall be the date upon which the document was completed.

(End of Clause)

**352.246-9003 NOTICE: NEW MATERIAL AND WORKMANSHIP (MAY 2015)**

(Applicable to all Purchase Orders.)

The Contractor certifies by signing this contract that all hardware/firmware/software provided under this contract shall:

- (1) be comprised of new and not refurbished material:
- (2) be shipped directly from within the Continental United States to the designated shipping destination in accordance with the requirements of MPOAS 352.247-9012 "Prohibition on Drop Shipments;" and,
- (3) be procured directly from the Original Equipment Manufacturer (OEM) or exclusively through an OEM authorized reseller.

All material incorporated in the work shall be new and the work shall be performed in a skillful and workman like efficient manner.

Both materials and workmanship shall be subject to the Inspection of the Contracting Officer or their duly authorized representative who may require the Contractor to correct defective workmanship or materials without cost to the Government, unless the contract specifies otherwise.

The Contractor shall insert this clause in all subcontracts, at any tier, and all purchase orders/purchase agreements entered into to fulfill the requirements of this contract.



**352.204-9015 ABSENT WITHOUT LEAVE (AWOL) REPORTING RESPONSIBILITIES (JUL 2009)**

(Applicable to all Purchase Orders.)

(a) The Contractor Special Security Officer (CSSO) shall advise National Security Agency (NSA) cleared contractor personnel of their responsibility to contact their management and the respective site official (that is, the person that is responsible for ensuring that personnel have reported to their work site) should they be forced to take unexpected leave.

(b) If the site official is not a contractor management official, the site official will notify contractor management or the CSSO in the event that a contractor employee is Absent Without Leave (AWOL) for more than one hour. The company shall make all reasonable attempts to locate the contractor employee within the second hour of the workday. If after the second hour, the contractor employee has not been located or an explanation received, contractor management shall ensure that the CSSO has been notified. The CSSO shall attempt to locate the contractor employee during the next hour. If the CSSO is unable to locate the contractor employee, the CSSO shall notify the Associate Directorate Security & Counterintelligence (ADS&CI), specifically Industrial Security, Q131, or the Security Operations Command Center (SOCC) at 301-688-6911 after hours.

(c) This shall be a mandatory clause in all contracts and subcontracts at any tier.

(End of Provision)

**352.209-9009 ACCESS TO CONTRACTOR INFORMATION (JAN 2015)**

(Applicable to all Purchase Orders that may require the furnishing of sensitive information.)

(a) As used in this clause "business-sensitive proprietary information" refers to government and vendor information, not currently in the public domain, that may embody trade secrets or commercial or financial information and that may be sensitive or privileged.

(b) The Agency requires contractor support for various Business Management and Integration (BM&I) and IG functions which include developing cost estimates, preparing financial statements, auditing financial records, administering databases for proposal evaluation, developing, modernizing, and sustaining Information Technology (IT) business systems, and similar functions integrally related to BM&I responsibilities and activities. Contractor support of these functions includes the development and maintenance of databases containing business-related information and the provision of helpdesk support for such databases, which may contain business-sensitive proprietary information.

(c) This clause serves as a notice to and acknowledgment by your company that contractor personnel may provide support to the Agency for the abovementioned BM&I and IG functions and that in supporting these functions it may require that the support contractor receive access to business-sensitive proprietary information of your company.

(d) The Contractor shall identify any business-sensitive proprietary information submitted in support of this proposal or in performing this contract. For purposes of identifying business-sensitive proprietary information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

"This proposal or document includes business-sensitive proprietary information that the Agency shall not disclose outside the Agency and its support contractors that assist the Agency in performing Business Management and Integration or IG functions. To gain access to this business-sensitive proprietary information, a support contract must contain MPOAS clause 352.209-9010, Business-Sensitive Proprietary Information-Non Disclosure Agreement. Consistent with this clause, the support contractor shall not duplicate, use or disclose the information in whole or in part for any purpose other than to perform the services specified in the contract. This restriction does not limit the Government's right to use the information if it is obtained without restriction from another source or is publicly available. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]."

Mark each page of business-sensitive proprietary information the Contractor wishes to restrict with the following legend:

"Use or disclosure of business-sensitive proprietary information contained on this page is subject to the restriction on the title page of this proposal or document."

(e) The Contracting Officer shall take steps to address Organizational Conflicts of Interest which could create the appearance of a potential competitive advantage and shall meet the requirements of FAR part 9.506.

(f) The Agency shall ensure that contractor personnel providing support to BM&I functions shall separately sign, Business-Sensitive Proprietary Information - Non Disclosure Agreement. The Business-Sensitive Proprietary Information - Non Disclosure Agreement shall provide that BM&I support contractors shall protect business-sensitive proprietary information from unauthorized use or disclosure for as long as it remains sensitive and proprietary and refrain from using the information for any purpose other than for which it was furnished. Only contractor personnel that have signed the affirmation of their obligations in accordance with MPOAS 352.209-9010 Business-Sensitive Proprietary Information- Non Disclosure Agreement may have access to contractors' business-sensitive proprietary information, including, but not limited to, invoices and price rates. The Contractor releasing business-sensitive proprietary information is a third-party beneficiary to the Business-Sensitive Proprietary Information - Non Disclosure Agreement and may take action directly against the support contractor in the event of a breach of the Agreement.

(g) The Government shall ensure contractor personnel comply with requirements to safeguard business-sensitive proprietary information.

(h) The Contractor shall insert this clause, including this subparagraph (h), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(i) Execution Of this contract constitutes approval for the Government to release business-sensitive proprietary information to contractor personnel for the purposes identified in this clause and in accordance with the specified protections.

(End of Clause)

**352.211-9006 NOTICE: ELIMINATION OF USE OF CLASS I-OZONE-DEPLETING SUBSTANCES (AUG 1993)**

(Applicable to Purchase Orders that include the use of Class I-Ozone depleting substances (ODS))

Section 326 of the FY-93 Defense Authorization Act places restrictions on the award and modification of contract is requiring the use of Class I-Ozone depleting substances (ODS), Class I ODS are identified in Section 602(a) of the Clean Air Act (42 USC. Section 7671 (a) abd Title 40, Code of Federal Regulations Section 82. Appendix A.

DOD has identified hundreds of military specifications that require Class I ODS. Of these, MPO research indicates that MIL-STD 454, MIL-T-2000, and MIL TI 1268 are of particular applicability to some MPO contracts, although others may also apply,

If any of these specifications are included in this acquisition, or if the contractor knows of any other Class I ODS required directly or indirectly at any level of contract performance, the contractor should notify the MPO Contracting Officer immediately. A subsequent assessment will be conducted by the Government in an attempt to identify economically feasible substitute substances or alternative technology.

(End of Provision)

**352.219-9001 NOTICE: CONTRACTOR'S SUBCONTRACTING PLAN (SEP 2013)**

Contractor's Subcontracting Plan dated 01 October 2020 is hereby incorporated in the contract by reference. Reports are to be submitted in accordance with the Contract Clause entitled "Small Business Subcontracting Plan," FAR 52.219-9, paragraph \_\_\_\_ and the Contractor shall also submit a copy of the report directly to:

National Security Agency  
Office of Small Business Programs  
9800 Savage Road, suite 6870  
Fort George G. Meade. Maryland 20755-6870  
Or via email to SF294@nsa.gov

(End of Clause)

**352.225-9002 EXPORT CONTROL EXEMPTION REQUEST (MAR 2015)**

(Applicable to Purchase Orders that require export-related activities and the contractor submits a request for exception from the regulatory licensing requirements of the ITAR or that NSA certify an exemption under the ITAR.)

(a) Contractors are required to comply with all governing statutes and regulations regarding Export Control, including the International Traffic in Arms Regulations (ITAR). In the event that a Contractor supporting a SIGINT or Information Assurance mission decides to request an exception from the regulatory licensing requirements of the ITAR and that NSA certify an exemption under the ITAR, or a request that NSA certify an exemption under the ITAR, the Contractor shall submit an Exemption Request to the Contracting Officer at least 45 calendar days before any export.

(b) The following information shall be included in all requests:

(1) Name, address, export registration number and Point of Contact for Prime Contractor, as well as name and export registration number for all Subcontractor(s) involved:

(2) Contract number. Program Name. and, as applicable, Delivery Order (DO) Number or Technical Task Order (TTO) Number;

(3) Detailed Description of the Technical Data or Defense Service to be exported:

- Specific activity(ies) that will be performed
- System Name / Specific Technology
- Specific Statement of Work (SOO and DO/TTO sections that pertain to the export-related activities;

(4) List of Foreign Recipients of the Export (Country Name, Name of Government/Partner Organization), regardless of whether the export will occur in the United States or abroad:

(5) Types of Technical Exchanges and Frequency (e.g., Face-to-Face, Conference Telephone Calls, One-on-One Telephone Calls, E-mail, Wiki, Blogs, Video Teleconference);

(6) Location(s)/Site(s) of Technical Exchanges and whether OCONUS travel is needed;

(7) Period of Time for which Request is being sought (Start Date and End Date);

(8) The I TAR section(s) to which the exemption is being requested  
(ITAR Exemptions Only);

(9) A statement as to whether the Contractor has (or has applied for) a Technical Assistance Agreement, an export license, or any other application or request for authorization for the proposed export (include a description of the status of any such document or application), if applicable, and a justification for why the application or request has not been granted (all contracts). If the Contractor has not applied for export authorization, a statement shall be provided explaining why the Contractor has not sought export authorization (ITAR Exemptions Only); and,

(10) Dollar value of the export.

(c) Exception letters providing authorization under NSAI:s Independent Export Authority (IEA) will include limitations, procedures, and additional requirements that the Contractor shall comply with. This includes, but is not limited to:

(1) The Contractor Shall provide draft briefing material and technical data to the cognizant Contracting Officer's Representative (COR) prior to any meetings or discussions with the foreign recipients of the export.

(2) The Contractor shall maintain a log documenting compliance with the EA authorization. For all interaction without US Government oversight, the Contractor shall document within seven (7) calendar days, all interactions involving government personnel of the foreign recipient including the name(s) of the foreign government personnel, home nation(s), the date and time of the interaction, and a brief description of the issues discussed and/or services provided. The Contractor shall deliver the log to the cognizant COR, with a courtesy copy provided to the Contracting Officer (CO), every thirty (30) calendar days following receipt of the IEA Exception Letter.

(3) The Contractor shall ensure that all personnel, including subcontractor and consultant personnel, who will export defense services and technical data under the authority of the IEA Exception Letter are trained on the requirements and conditions of the letter before any export occurs. Failure to comply with this

requirement may result in rescission of export authority, denial of additional export authorization, and/or notifying the Department of Justice for any potential violation of criminal law. The Contractor shall deliver, no later than thirty (30) calendar days of receipt of the IEA Exception Letter, a written statement to the cognizant COR and Export Policy Office which certifies that all personnel anticipated to perform exports under this contract have been trained on the requirements of the IEA Exception Letter.

(End of Clause)

**352.228-9002 NOTICE: INSURANCE - WORK ON A GOVERNMENT INSTALLATION (AUG 1996)**

(Applicable to all Purchase Orders.)

(a) In accordance with FAR 28.307-2 the contractor shall at his own expense, procure and maintain during the entire performance period of this contract insurance of at least the kinds and minimum amounts set forth below:

Worker's Compensation and Employer's

Liability Insurance.....\$100,000

General Liability Insurance:

For Bodily Injury Liability -

Minimum Per Occurrence...\$500,000

Automobile Liability Insurance:

Minimum Per Person.....\$200,000

Minimum Per Occurrence for Bodily Injury.....\$500,000

Minimum Per Occurrence for Property Damage.....\$20,000

(b) Prior to the commencement of work hereunder, the contractor shall furnish to the Contracting Officer a written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in all first-tier subcontracts hereunder. The contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current Certificate of Insurance, meeting the requirements of (b) above, for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the Government installation.

(End of Clause)

**352.244-9000 NOTICE: SUBCONTRACTING WITH CANADIAN CONTRACTORS (OCT 1993)**

(Applicable to all Purchase Orders.)

Provided the sponsoring Government Activity is not disclosed, the offeror is not prohibited from subcontracting with Canadian Contractors, unless the work to be performed under any resulting contract is classified in nature.

Federal Acquisition Regulation (FAR), Part 44, Subcontracting Policies and Procedures, particularly Subpart 44.2 - Consent to Subcontract, applies.

In addition to those clauses which the prime contractor is normally required to insert in subcontracts, the following must be included, as required.

FAR 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005)

DFARS 252.225-7003, Reporting of Contract Performance Outside the United States (JUN 2005)

(End of Clause)

**352.247-9011 SHIPMENT OF UNCLASSIFIED CARGO TO U.S. GOVERNMENT FACILITIES OUTSIDE THE CONTINENTAL UNITED STATES (JUN 2011)**

(Applicable to Purchase Orders that include shipment of unclassified cargo to any U.S. Government facility outside the continental United States (OCONUS).)

(a) Definitions. As used in this clause -

"Tamper Evident Measures" means a device or process that makes unauthorized access to the protected object easily detected.

(b) Shipments of unclassified cargo to any U.S. Government facility outside the continental United States (OCONUS), regardless of whether the shipment originates inside or outside the United States, require the application of tamper evident measures. Tamper evident measures shall be applied to the cargo or conveyance method prior to departure at the point of origin. Acceptable measures shall meet best industry practices and include, at a minimum, inspectable tapes; labels; International Standards Organization (ISO), Publicly Available Standard (PAS) 17712-compliant truck seals, or equivalent: ISO PAS 17712-compliant or equivalent sea container seals; and tamper evident shrink-wrap solutions. The tamper evident measures used must ensure, to the maximum extent practicable, that the integrity of the cargo remains secure throughout the entire shipping process. Any questions shall be addressed to 443-479-7311.

(c) Information describing the tamper evident measures applied to the cargo shall be documented on the Commercial Bill of Lading or other supporting documentation and accompany the shipment. Documentation of tamper evident measures applied to a shipment shall be sufficient for the end user or responsible receiving party to inspect and authenticate the integrity of the shipment (that is, shipment has not been tampered with while in transit without the need to open or damage the tamper evident measures).

(d) This clause is applicable to all subcontractors at any tier.

(End of Clause)

**352.290-9001 RETENTION OF INFORMATION (OCT 1993)**

(Applicable to Purchase Orders.)

After completion of the contract, the contractor shall not retain in his possession (unless specified by the contract document) any drawings, sketches, prints, reports, or other data developed under this contract without written approval of the Contracting Officer, or his duly authorized representative.

(End of Clause)

**352.290-9003 UNAUTHORIZED DISCLOSURE OF GOVERNMENT INFORMATION SYSTEMS DATA (SEP 2006)**

(Applicable to Purchase Orders.)

(a) The contractor is strictly prohibited from disclosing any information derived from Government data bases. This prohibition applies equally to extracts or summaries of such information, and includes oral, written, or electronic media disclosures. The subject data bases include, but are not limited to, financial data bases, program budget information data bases, and procurement information data bases. In limited circumstances, the Contracting Officer may authorize the contractor's disclosure of such information when disclosure is necessary to the successful completion of the contract. The contractor's unauthorized disclosure of Government data base information could result in the disqualification, debarment or suspension of the contractor. Such an unauthorized disclosure may also constitute a criminal violation of the fraud or information disclosure provisions of Title 18 of the United States Code. In addition, the unauthorized disclosure of classified data base information may constitute a violation of the "espionage" provisions of Title 18 of the U.S. code, Sections 793, 794, and/or 798, or Title 50 of the U.S. code, section 783.

(b) As a precondition to contractor access to financial management information (e.g. data that imparts knowledge of the Agency's financial posture, including but not limited to financial planning, programming, budgeting and execution (PPBE) information), all contractor personnel for whom such access is required shall execute a non-disclosure agreement specifically governing such information, and requiring such personnel (a) to use the information only in the performance of the contract, (b) not to disclose it to unauthorized personnel, and (c) to report any violation of the non-disclosure agreement to the Agency. To help satisfy Department of Defense PPBE accountability obligations, a copy of each such non-disclosure agreement will be maintained by the Agency's Directorate of Finance,

(c) The Contractor shall provide the COR a list of applicable employees prior to personnel gaining access to any Information System(s).

(d) Information Systems is defined as any telecommunications and/or computer-related equipment or interconnected system or subsystems of equipment that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmitting, or receiving of voice and/or data, and includes software, firmware, and hardware.

(End of Clause)

**352.290-9010 CONTRACTOR FULL-TIME EQUIVALENT (FTE) AND ANNUALIZED COST DATA (AUG 2007)**

(Applicable to cost reimbursement, time and materials, labor hour, and fixed price level-of-effort Purchase Orders.)

(1) "Full-time equivalent (FTE)" means the total number of regular straight-time hours (i.e., not including overtime or holiday hours) worked by employees divided by the number of compensable hours applicable to each fiscal year. The number of compensable hours for each fiscal year is provided in OMB Circular No. A-11, Preparation, Submission, and Execution of the Budget, Section 85.5 (c).

(2) "Annualized Cost of these FTE Contractors" means the contract's average cost per FTE (actual or estimated). If a contract provides for multiple rates, estimate the average annual rate.

(b) The contractor shall provide full-time equivalent (FTE) and annualized cost data electronically throughout the entire contract period of performance stipulated in 352211-9004 via the Internet. An External Certificate Authority/Interim External Certificate Authority (ECA/IECA) certificate is required to enable Contractor access to the Contractor Manpower and Funds Expenditure Data website. Information about obtaining an IECA certificate is available on the Internet at <http://iase.disa.mil/pki/eca/index.html>. After obtaining the IECA certificate, the Contractor shall call (410) 854-5445 to establish an account unless an account already exists. The manpower and expenditure data listed below shall be input quarterly on or before 15 January, 15 April, 15 July, and 15 October:

Company Name

Company Address

Report Quarter (pull down menu, e.g., Oct - Dec) Year (pull down menu)

Contract Number Performance End Date (mm/dd/yy)

Delivery Order No. (if applicable)

Project Name, Org\*

Building\*\* (pull down menu)

Prime or Sub (pull down menu)

Clearance (pull down menu)

Total Number of FTE employees billed to this contract during the report quarter

Subcontractor Company Name (if applicable)

Total Number of FTE Contractor Employees

Total labor dollars spent this reporting quarter

Total labor dollars spent this fiscal year



Annualized Cost of these FTE Contractor Employees

\*Note: Contact the Contracting Officer's Representative (COR) or the Contracting Officer (CO) for the Project Name.

"Note: Choose OFFSITE if the labor is performed in contractor facilities.

(c) The Contractor shall insert the substance of this clause, including this paragraph, in cost reimbursement, time and materials, labor hour, and fixed price level-of-effort subcontracts under this contract.

(End of Clause)

**352.290-9014 CONTRACTOR USE OF GOVERNMENT INFORMATION SYSTEMS (MAY 2007)**

(Applicable to Purchase Orders that require access to NSA/CSS Government Information Systems (GIS).)

Contractors that require access to NSA/CSS Government Information Systems (GIS) shall comply with the NSA/CSS Policy 6-4, Contractor use of Government Information Systems. The GIS includes any equipment owned, leased, controlled, or operated on behalf of NSA/CSS through contract as defined within the policy. NSA/CSS Policy 6-4 is applicable to all NSA/CSS contractors, subcontractors, and their personnel that use, implement, maintain, or have access to GIS. A copy of NSA/CSS Policy 6-4 can be accessed via the Acquisition Resource Center (ARC) ([wm.nsaarc.net](http://wm.nsaarc.net)) by clicking the "Acquisition News" link.

(End of Clause)

**352.290-9017 PROTECTION OF UNCLASSIFIED DOD INFORMATION ON NON-DOD SYSTEMS (SEP 2009)**

(Applicable to all Purchase Orders.)

(a) Definitions.

(1) DOD information. Any information that has not been cleared for public release in accordance with DOD Directive 5230.09, "Clearance of DOD Information for Public Release," and that is provided by the Department of Defense to a non-DoD entity, or that is collected, developed, received, transmitted, used, or stored by a non-DoD entity in support of an official DOD activity.

(2) Non-DoD entity. Any person who is not a civilian employee or military member of the Department of Defense, or any entity or organization that is not a DOD Component. This includes any non-DoD Federal agency and its personnel, and any contractor, grantee, awardee, partner, or party to any form of legal agreement or understanding with the Department of Defense or another Federal agency.

(3) Non-DoD information system. Any information system that is not owned, used, or operated by the Department of Defense and that is not used or operated by a contractor or other non-DoD entity on behalf of the Department of Defense.

(b) DOD Information. This clause applies to unclassified DOD information. Such information may be disseminated by the Contractor, Grantee, or Awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

(1) Non-public information provided to the Contractor (e.g., with the request for proposal).

(2) Information developed during the course of the contract, grant, or other legal agreement or understanding (e.g., draft documents, reports, or briefings and deliverables).

- (3) Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).
- (c) Information Safeguards. Contractors shall employ the following information safeguards:
  - (1) Do not process DOD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
  - (2) Protect information by at least one physical or electronic barrier (e.g. locked container or room, login and password) when not under direct individual control.
  - (3) Sanitize media (e.g., overwrite) before external release or disposal.
  - (4) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.
  - (5) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection,
  - (6) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
  - (7) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
  - (8) Do not post DOD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
  - (9) Provide protection against computer network intrusions and data exfiltration. minimally including the following:
    - (i) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
    - (ii) Monitoring and control of both inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
    - (iii) Prompt application of security-relevant software patches, service packs, and hot fixes.

(10) Comply with other current Federal and DOD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other agreements.

(11) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

(d) Flowdown Requirements. Contractors shall flow this clause down to all subcontractors and teaming partners.

(End of Clause)

**352.290-9020 ACCESS TO TRAINING OR INFORMATIONAL SESSIONS PROVIDED BY THE GOVERNMENT  
(JAN 2015)**

(Applicable to all Purchase Orders.)

(a) The use of U.S. Government resources to provide training or informational sessions to contractor employees is an exceptional event. Government provided training and informational sessions include, but are not limited to, Government conferences, Government town hall meetings, Government seminars, Vuport training, National Cryptologic School courses, and any other event or activity that is not otherwise commercially available to a Contractor. In general, a Contractor is expected to provide a workforce that is ready to perform the contract services without the need for training or attendance at any type of training or informational session provided by the Government. Accordingly, Contractors are required to provide their employees with any commercial or publicly available training which is necessary to meet the requirements of labor category descriptions under the contract. This clause does not apply to Agency mandatory training (e.g., Annual Intelligence Oversight training, etc.).

(b) The Prime Contractor must submit a written request to the Contracting Officer in order for any Prime Contractor employee or subcontractor employee to attend a training or informational session provided by the Government that is not otherwise commercially available. The Prime Contractor's request must contain the following data:

-Prime Contractor Company Name

-Contract Number, including Delivery Order/Task Order

-Name and organization of the Contracting Officer's Representative (COR)

-Technical Task Order number and Title, as applicable

-State whether the request is for attendance by a Prime Contractor or subcontractor employee to a training or informational session as direct charge to the contract or an indirect charge

-Participant Full Name (Last, First, Middle)

-Participant Company Name (also indicate if Prime or Sub)

-Labor Category/Position

-Name of Training Class or Informational Session

-Course/Class Number

-Location (state either Government facility or electronic training media such as VUport)

-start Date/Time

-End Date/Time

-Length of Time of the Training or Informational Session; and,

- Detailed explanation of Contractors need to attend and how the training or informational session directly relates to the contract statement of work and Contractor's role under the contract.

(c) The Prime Contractor employee or subcontractor employee is not authorized to attend the training or informational session or invoice for costs unless the Prime Contractor has received written approval by the Contracting Officer prior to the training or informational session. Reimbursement of costs is limited to the length of time of the training or informational session as approved by the Contracting Officer and this does not include travel time or any other costs associated with travel.

(End of Clause)

#### **352.290-9025 CONTRACTOR PERSONNEL CONDUCT & ACCESS TO GOVERNMENT FACILITIES (JUN 2017)**

(Applicable to all Purchase Orders under which subcontractor personnel will have access to Government facilities.)

(a) Contractor personnel are required to conduct themselves at all times in a professional, respectful, and courteous manner when present in Government facilities. Unprofessional and disruptive behavior, including but not limited to personal conduct involving harassment, hostility, intimidation, threats, and physical or verbal aggression towards others in the workplace, is contrary to the integrity, efficiency, and effectiveness of the Government's operations. Such behavior is grounds for immediate removal from Government premises and denial of further access to these premises. The Contractor shall ensure that its personnel are fully aware of the contents of this clause and shall emphasize that unprofessional and disruptive behavior will not be tolerated.

(b) Personal conduct (e.g., disruptive, violent, or other inappropriate behavior in the workplace) is covered by both the adjudicative guidelines governing eligibility for access to Sensitive Compartmented Information and those governing collateral clearance decisions. See ICPG 704.2 and DOD Directive 5220.6. Accordingly, unprofessional and disruptive behavior that contravenes the requirements of this clause may also constitute reportable adverse information under DOD 5220.22-M and the Personnel Security Requirements for Contractor Access to NSA/CSS Sensitive Compartmented Information (both of which are incorporated into the contract by reference via the DD254). The Contractor shall ensure that appropriate processes, procedures and education are in place to maintain its workforce's compliance with this clause, and also to enable the timely reporting of such information.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under which subcontractor personnel will have access to Government facilities.

(End of Clause)

**52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)**

(Applicable to Cost Reimbursement or Time & Material Purchase Orders. Seller must execute assignment documents in accordance with requirements in the clause).

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the \_\_\_\_\_ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see [52.242-4](#), Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.



**Raytheon**  
**Space and Airborne Systems**

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### **52.244-2 SUBCONTRACTS (JUN 2020)**

(Paragraphs (g) and (h) of the clause are applicable to all Purchase Orders).

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

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

**Raytheon**  
**Space and Airborne Systems**

*Subcontract* means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

---

---

---

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

---

---

---

(End of clause)

#### **252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (Nov 2020)**

(Applicable to all Purchase Orders, including for the acquisition of commercial items (excluding COTS items))

(a) *Definitions.*

*Basic Assessment* means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that—

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of “Low” in the resulting score, because it is a self-generated score.

*Covered contractor information system* has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

*High Assessment* means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

(1) Consists of—

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “High” in the resulting score.

*Medium Assessment* means an assessment conducted by the Government that—

(1) Consists of—

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “Medium” in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Start Printed Page 61522Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (*e.g.*, Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (*e.g.*, 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (*e.g.*, NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, *e.g.*, DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, *i.e.*, medium or high.

(vi) Summary level score (*e.g.*, 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

*(e) Rebuttals.*

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

*(f) Accessibility.*

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (*e.g.*, Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

*(g) Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of

this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webpmsmh@navy.mil](mailto:webpmsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

**252.222-7999 COMBATING RACE AND SEX STEREOTYPING (DEVIATION 2021-O0001) (NOV 2020)**

(Applicable to all Purchase Orders that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended.)

(a) Definitions. As used in this clause—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) Exemptions. The exemptions that apply to Executive Order (E.O.) 11246 (see FAR 22.807) also apply to E.O. 13950 and the requirements of this clause.

(c) Compliance with E.O. 13950, Combating Race and Sex Stereotyping. Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that—

(1) One race or sex is inherently superior to another race or sex;

(2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;

(5) An individual’s moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;



(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

(d) Notice. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

**NOTICE**

**E.O. 13950, Combating Race and Sex Stereotyping  
Employers Holding Federal Contracts or Subcontracts**

Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that—

(1) One race or sex is inherently superior to another race or sex;

(2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;

(5) An individual's moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

For use in this notice—

"Race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and

"Race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202-343-2008 or via email at [OFCCPComplaintHotline@dol.gov](mailto:OFCCPComplaintHotline@dol.gov).

(End of notice)

(e) Noncompliance. In the event it is determined that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E.O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E.O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.

(2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

**252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT  
(JUNE 2013)**

(Applicable to all Purchase Orders that may require exports or transfers of qualifying defense articles).

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

"Approved Community" means the U.S. Government, U.S. entities that are registered and eligible exporters, and certain government and industry facilities in Australia or the United Kingdom that are approved and listed by the U.S. Government.

"Australia Community member" means an Australian government authority or nongovernmental entity or facility on the Australia Community list accessible at <http://pmddtc.state.gov/treaties/index.html>.

"Defense articles" means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations (ITAR), as modified or amended.

"Defense Trade Cooperation (DTC) Treaty" means—

(1) The Treaty Between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland concerning Defense Trade Cooperation, signed at Washington and London on June 21 and 26, 2007; or

(2) The Treaty Between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed at Sydney on September 5, 2007.

"Export" means the initial movement of defense articles from the United States Community to the United Kingdom Community and the Australia community.

"Implementing Arrangement" means –

(1) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation, signed on February 14, 2008; or

(2) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed on March 14, 2008.

"Qualifying defense articles" means defense articles that are not exempt from the scope of the DTC Treaties as defined in 22 CFR 126.16(g) and 22 CFR 126.17(g).

"Transfer" means the movement of previously exported defense articles within the Approved Community.

"United Kingdom Community member" means a United Kingdom government authority or nongovernmental entity or facility on the United Kingdom Community list accessible at <http://pmddtc.state.gov>.

"United States Community" means—

(1) Departments and agencies of the U.S. Government, including their personnel, with, as appropriate, security accreditation and a need-to-know; and

(2) Nongovernmental U.S. entities registered with the Department of State and eligible to export defense articles under U.S. law and regulation, including their employees, with, as appropriate, security accreditation and a need-to-know.

"U.S. DoD Treaty-eligible requirements" means any defense article acquired by the DoD for use in a combined military or counterterrorism operation, cooperative research, development, production or support program, or DoD end use, as described in Article 3 of the U.S.-U.K. DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement; and Article 3 of the U.S.-Australia DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement.

(b) All contract line items in this contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY

U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

[Enter Contract Line Item Number(s) or enter "None"]

(c) Subject to the other terms and conditions of this contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in performance of the contract.

(d) Any conduct by the Contractor that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and 22 CFR 126.16(g) and 22 CFR 126.17(g) is subject to all applicable ITAR requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR, including, but not limited to, regulations issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives found at 27 C.F.R. Parts 447, 478, and 479, which are unaffected by the DTC Treaties.

(e) If the Contractor is an Approved Community member, the Contractor agrees that—

(1) The Contractor shall comply with the requirements of the DTC Treaties, the Implementing Arrangements, the ITAR, and corresponding regulations of the U.S. Government and the government of Australia or the government of the United Kingdom, as applicable; and

(2) Prior to the export or transfer of a qualifying defense article the Contractor—

(i) Shall mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Shall comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Shall acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.

(End of clause)