

T – Next Generation Interceptor 1022000209

Business Unit: RMD

Customer Contract Number: 1022000209

Prime Contract Number: HQ0856-21-C-0003

Task Order/Delivery Order Number:

Modification Number: through MOD 20

DPAS Rating: DX-C9

DUNS Number:

Date of Creation: August 23, 2001 (updated July 16, 2023)

Summary of Update: 1. Adds 52.211-15, 52.215-12 (DEV), 52.215-13 (DEV), 52.211-7003, 252.219-7003, 252.223-7001

2. Removes H-42

The following customer contract requirements apply to this Purchase Order to the extent indicated below and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/far/>:

In all provisions and 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 the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "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 or (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 provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Seller a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

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.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.203-7	Anti-Kickback Procedures (JUN 2020)	Applicable to all Purchase Orders that exceed \$150,000, excepting paragraph (c) (1).
FAR 52.203-12*	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	Applicable to all Purchase Orders exceeding \$150,000.
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (JUN 2020)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, (i) that have a value more than \$6 million; and (ii) that have a performance period of more than 120 days. (In Paragraph (b) (3) (i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in Paragraph (b) (3) (ii) the meaning of "Government" does not change, and in Paragraphs (b) (3) (iii) and (c) (2) (ii) (F), the meaning of "OIG of the ordering agency", "IG of the agency" "agency OIG" and "Contracting Officer" do not change.
FAR 52.203-14	Display of Hotline Poster(s) (Jun 2019)	Applicable to Purchase Orders over \$6,000,000, except for Purchase Orders performed entirely outside the United States or for the acquisition of a commercial item.
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, when the Prime Contract is funded in whole or in part with Recovery Act funds.
FAR 52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)	Applicable to Purchase Orders that exceed the Simplified Acquisition Threshold and include a requirement for services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.
FAR 52.203-17*	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)	Applicable to all Purchase Orders over the Simplified Acquisition Threshold.
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6.
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.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.204-9*	Personal Identity Verification of Contractor Personnel (JAN 2011)	Applicable to all Purchase Orders when Seller's employees are required to have routine physical access to a Federally-controlled facility and / or routine access to a Federally-controlled information system.
FAR 52.204-10*	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	Applicable to all Purchase Orders when the Buyer is the Prime Contractor and the Purchase Order exceeds \$30,000. Substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.
FAR 52.204-21*	Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, except commercially available off-the-shelf items, in which the Seller may have Federal contract information residing in or transiting through its information system.
FAR 52.204-23*	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6.
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 52.211-15	Defense Priority and Allocation Requirements (April 2008)	
FAR 52.215-2*	Audit and Records-Negotiation (JUN 2020)	Applicable to the following Purchase Orders that exceed the simplified acquisition threshold: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Seller to furnish reports as discussed in paragraph (e) of the clause.

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.
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Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.215-11*	Price Reduction for Defective Certified Cost or Pricing Data- Modifications (JUN 2020)	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 52.215-12 (DEV)	Subcontractor Certified Cost or Pricing Data (Deviation 2018) (JUNE 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 52.215-13*	Subcontractor Certified Cost or Pricing Data- Modifications (JUN 2020)	Applicable to Purchase Orders that exceed \$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 52.215-13 (DEV)	Subcontractor Certified Cost or Pricing Data - Modifications (June 2020)	
FAR 52.215-14*	Integrity of Unit Prices (JUN 2020)	Applicable to Purchase Orders exceeding the simplified acquisition threshold less paragraph (b) in the clause, except for construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.
FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	Applicable to Purchase Orders for which it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to Part 31.
FAR 52.215-16	Facilities Capital Cost of Money (JUN 2003)	Flows on a Cost Reimbursement, Time & Material or Labor Hour Purchase Orders. Applies if Seller proposed FCCM and if the Purchase Order is subject to FAR 31.2 cost principles.
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	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 52.215-19	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 52.215-21*	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (JUN 2020)	Applicable to all Purchase Orders when certified cost or pricing data, or data other than certified cost or pricing data, will be required for modifications.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
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.
FAR 52.215-23	Limitations on Pass-Through Charges (Oct 2009) Alternate I (Oct 2009)	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.
FAR 52.216-11*	Cost Contract -- No Fee (APR 1984)	Applicable to cost no fee Purchase Orders.
FAR 52.222-4*	Contract Work Hours and Safety Standards-Overtime Compensation (MAY 2018)	Applicable to Purchase Orders that may require or involve the employment of laborers and mechanics. Applicable to foreign Sellers when any work under the Purchase Order will be performed in the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C.1331) (29 CFR 5.15).
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.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
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 52.222-35	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 except when work is performed outside the United States by employees recruited outside the United States.
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 (i) 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 (ii) 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 52.222-36 Alt I	Equal Opportunity for Workers with Disabilities-Alternate I (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 (i) 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 (ii) 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.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
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 52.222-54*	Employment Eligibility Verification (OCT 2015)	Applicable to all Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500; and (iii) includes work performed in the United States. Foreign Sellers: "United States" means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.
FAR 52.222-55*	Minimum Wages Under Executive Order 13658 (NOV 2020)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
FAR 52.223-3*	Hazardous Material Identification and Material Safety Data (JAN 1997)	Applicable to all Purchase Orders that require the delivery of hazardous materials as defined in FAR 23.301. "Government" means "Government and Buyer" in this clause.
FAR 52.223-7	Notice of Radioactive Materials (JAN 1997)	Applicable to all Purchase Orders. Seller shall notify Buyer if any goods under this Purchase Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Purchase Order.
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.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.224-2	Privacy Act (APR 1984)	Applicable to Purchase Orders that require the design, development, or operation of any system of records on individuals that is subject to the Privacy Act.
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 52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	Applicable to all Purchase Orders over the Simplified Acquisition Threshold.
FAR 57.227-23	Rights to Proposal Data (Technical) (JUN 1987)	Applicable to all Purchase Orders.
FAR 52.230-2*	Cost Accounting Standards (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 52.232-40*	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 52.234-1*	Industrial Resources Developed Under Title III, Defense Production Act (SEP 2016)	Applicable to all Purchase Orders.
FAR 52.244-2	Subcontracts (Jun 2020)	Paragraphs (g) and (h) of the clause are applicable to all Purchase Orders.
FAR 52.244-6*	Subcontracts for Commercial Items (NOV 2020)	Applicable to all Purchase Orders.
FAR 52.245-1	Government Property (JAN 2017)	Applicable to all Purchase Orders when Government property is acquired or furnished (see PT-001).
FAR 52.245-9	Use and Charges (APR 2012)	Applicable to all Purchase Orders when Government property is acquired or furnished (see PT-001).

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.246-26	Reporting Nonconforming Items (JUN 2020)	Except as provided in paragraph (g) (2) of the clause, this clause is applicable to Purchase Orders for (i) goods subject to higher-level quality standards in accordance with the clause at FAR 52.246-11, Higher-Level Contract Quality Requirement; (ii) goods that Buyer determines to be critical items for which use of the clause is appropriate; (iii) electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g) (1) (i) or (ii) of the clause, if the Purchase Order exceeds the Simplified Acquisition Threshold and this Purchase Order is under a Department of Defense contract (as required by paragraph (c) (4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)); or (iv) for the acquisition of services, if Seller will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g) (1) (i) through (g) (1) (iii) of the clause. Seller shall not submit a report as required by (b) (4) of the clause if Seller is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States.
FAR 52.248-1	Value Engineering (Jun 2020)	Applicable to Purchase Orders at or above the simplified acquisition threshold.
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 252.203-7002*	Requirement to Inform Employees of Whistleblower Rights (SEP 2013)	Applicable to all Purchase Orders.
DFARS 252.203-7004	Display of Hotline Posters (AUG 2019)	Applicable to Purchase Orders that exceed \$6 million, except those that are commercial items.
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.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)	Applicable to all Purchase Orders for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019)	Applicable to all Purchase Orders for operationally critical support, or for which Purchase Order performance will involve covered defense information.
DFARS 252.204-7015*	Disclosure of Information to Litigation Support Contractors (MAY 2016)	Applicable to all Purchase Orders.
DFARS 252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (DEC 2019)	Applicable to all Purchase Orders including those for the acquisition of Commercial Items.
DFARS 252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Nov 2020)	Applicable to all Purchase Orders, including those using FAR part 12 procedures for the acquisition of commercial items, except for those that are solely for the acquisition of COTS items.
DFARS 252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)	Applicable to all Purchase Orders when the item being purchased contains precious metals.
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 252.211-7003	Item Unique Identification and Valuation (Mar 2016)	Applicable to all Purchase Orders. Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.
DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (DEC 2019)	Applicable to all Purchase Orders to Sellers that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed \$750,000 (\$1.5 million for construction of any public facility) and to have further subcontracting opportunities.
DFARS 252.222-7999 Dev 2021-00001	Combating Race and Sex Stereotyping (DEVIATION 2021-00001) (NOV 2020)	Applicable to all Purchase Orders for 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.
DFARS 252.223-7001	Hazard Warning Labels (DEC 1991)	Applicable to all Purchase Orders for goods that require submission of hazardous material data sheets. (See FAR 23.302(c))

DFARS 252.223-7002	Safety Precautions for Ammunition and Explosives (May 1994)	Applicable to all Purchase Orders that involve ammunition or explosives.
DFARS 252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sep 1999)	Applicable to all Purchase Orders for (i) the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E), or (ii) when AA&E will be provided to the Seller as Government-furnished property.
DFARS 252.223-7008*	Prohibition of Hexavalent Chromium (JUN 2013)	Applicable to all Purchase Orders, including subcontracts for commercial items, for supplies, maintenance and repair services, or construction materials.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.225-7007*	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (DEC 2018)	Applicable to all Purchase Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation or the 600 series of the Commerce Control List.
DFARS 252.225-7016*	Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)	Applicable to all Purchase Orders for Goods that contain ball or roller bearings, except those that are for commercial items.
DFARS 252.225-7048*	Export-Controlled Items (JUN 2013)	Applicable to all Purchase Orders.
DFARS 252.225-7052*	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (OCT 2020)	Applicable to all Purchase Orders for the delivery of goods that are for items containing a covered material, that exceed the simplified acquisition threshold, unless an exception at paragraph (c) of the clause applies.
DFARS 252.225-7978 (DEV)	Restriction on Acquisition of Certain Magnets and Tungsten (JAN 2019)	Applicable to all Purchase Orders.
DFARS 252.226-7001*	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)	Applicable to all Purchase Orders exceeding \$500,000.
DFARS 252.227-7013	Rights in technical data - Noncommercial Items (FEB 2014)	Applicable to all Purchase Orders.
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)	Applicable to Purchase Orders when Seller's performance will require delivery of non-commercial computer software or computer software documentation.
DFARS 252.227-7015*	Technical Data-Commercial Items (FEB 2014)	Applicable to all Purchase Orders whenever any technical data related to commercial items developed in any part at private expense will be provided under the Purchase Order for delivery to the Government.
DFARS 252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (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 252.227-7026*	Deferred Delivery of Technical Data or Computer Software (APR 1988)	Applicable to all Purchase Orders.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.227-7027*	Deferred Ordering of Technical Data or Computer Software (APR 1988)	Applicable to all Purchase Orders.
DFARS 252.227-7037*	Validation of Restrictive Markings on Technical Data (SEP 2016)	Applicable to all Purchase Orders requiring the delivery of technical data.
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 252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Nov 2019)	Applicable to all Purchase Orders for aircraft, missile, or space launch vehicles being manufactured, modified, repaired, or overhauled. Seller must cooperate and assist Buyer in accident investigations.
DFARS 252.234-7002	Earned Value Management System (DEVIATION 2015-00017) (Sep 2015)	Applicable only to Purchase Orders when Seller is identified in paragraph (k) of the clause.
DFARS 252.234-7004	Cost and Software Data Reporting System (NOV 2014)	Applicable to Purchase Orders that exceed \$50 million
DFARS 252.244-7000	Subcontracts for Commercial Items (Oct 2020)	Applicable to all Purchase Orders.
DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)	Applicable to all Purchase Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.
DFARS 252.246-7008	Sources of Electronic Parts (May 2018)	Applicable to all Purchase Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.247-7023	Transportation of Supplies by Sea (Feb 2019)	Applicable if the Seller is transporting supplies by sea under this Purchase Order and (i) This Purchase Order is a construction contract; or (ii) The supplies being transported are—(A) Noncommercial items; or (B) Commercial items that— (1) The Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to items that it subcontracts for f.o.b. destination shipment); (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643
DFARS 252.249-7002*	Notification of Anticipated Contract Termination or Reduction (JUN 2020)	Applicable to all Purchase Orders of \$700,000 or more. Seller shall (i) Provide notice to each of its subcontractors with a subcontract of \$150,000 or more; and (ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$150,000 or more.
DFARS 252.251-7000	Ordering From Government Supply Sources (AUG 2012)	Applicable to Purchase Orders when (i) Seller's performance is listed on a Government Supply Source list and (ii) such performance may be purchased pursuant to Government authorization and (iii) Buyer expressly includes such authorization via order specific text on the Purchase Order.

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

H-08 PUBLIC RELEASE OF INFORMATION (MAR 2020)

The Seller will comply with the requirements set forth below.

a. In addition to the requirements of National Industrial Security Program Operations Manual (DoD 5220.22-M), Seller and its Suppliers are required to comply with the following:

1) Any official MDA information/materials that Seller or its Suppliers intend to release to the public that pertains to any work under performance of the Prime Contract (including this Purchase Order), the Missile Defense Agency (MDA) will perform a prepublication review prior to authorizing any release of information/materials.

2) At a minimum, these information/materials may be technical papers, presentations, articles for publication, key messages, talking points, speeches, and social media or digital media, such as press releases, photographs, fact sheets, advertising, posters, videos, etc.

b. Seller's or its Suppliers' public information/materials must be submitted for approval through Buyer to MDA. Seller shall coordinate the submission and review of its Suppliers' requests. For any submittal to MDA, Seller shall complete a "Request for Industry Media Engagement" form (or any superseding MDA form).

c. Reserved.

d. At least 55 calendar days prior to the desired release date, Seller or its Suppliers must submit the required form and information/materials to be reviewed for public release to Buyer for review and approval. Upon written approval, which shall not be unreasonably withheld, Buyer will submit to MDAPress@mda.mil for review and approval, and simultaneously provide courtesy copy to the appropriate PCO. (Additional distribution emails can be added by the Program Office or Buyer to ensure proper internal coordination and tracking of PR requests.)

e. All information/materials submitted for MDA review must be an exact copy of the intended item(s) to be released, must be of high quality and are free of tracked changes and/or comments. Photographs must have captions, and videos must have the intended narration included. All items must be marked with the applicable month, day, and year.



- f. No documents or media shall be publically released by the Seller or its Suppliers without Buyer and MDA Public Release approval.
- g. Once such information/materials has been cleared for public release, it resides in the public domain and must always be used in its originally cleared context and format. Information/materials previously cleared for public release but containing new, modified or further developed information must be re-submitted.
- h. Reserved
- i. The Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2020)

Contract shall mean order, contract, or purchase order interchangeably.

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

- (1) the Seller's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;
- (2) the Seller does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and
- (3) the Seller does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

- (1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Seller and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Seller") in the activities covered by this contract as prime Contractor, , co-sponsor, joint venture, consultant, or in any similar capacity.
- (2) The Missile Defense Agency's OCI policy is in Section J Attachment 08 of the prime contract (available upon request and incorporated herein by reference).

c. Access to and Use of Nonpublic Information: If the Seller, in performance of this contract, obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Seller agrees that without prior written approval of the Buyer, it shall not:

- (1) use such information for any private purpose;
- (2) release such information.

d. Access to and Protection of Proprietary Information: The Seller agrees to exercise diligent effort to protect proprietary information from misuse or unauthorized disclosure in accordance with the provisions of FAR 9.505-4. The Seller may be required to enter into a written non-disclosure agreement with the third party asserting proprietary restrictions.

e. Subcontracts: The Seller shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of Services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Representations and Disclosures:

- (1) The Seller represents that it has disclosed to the Buyer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Buyer approval, the Seller shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (form shall be requested from the Buyer).
- (2) The Seller represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Buyer. This disclosure shall include a description of the action the Seller has taken or proposes to take in order to avoid or mitigate such conflicts.

g. Remedies and Waiver:

- (1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Buyer may: terminate this contract for default; the Government may disqualify the Seller from subsequent related contractual efforts if necessary to neutralize a resulting organizational conflict of interest; and Buyer and/or Government pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Seller discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Buyer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions.
- (2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Seller may at any time seek a waiver from the Director, MDA, (via the Buyer) by submitting a full written description of the requested waiver to the Buyer and the reasons in support thereof. The Buyer will submit the requested waiver on behalf of the Seller.

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

a. It is anticipated that, during the performance of this contract, the Seller will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Seller and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Seller agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Seller will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Seller and such entities.

d. The Seller further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Seller. This agreement does not relieve the Seller of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Seller in any manner.

f. This clause shall not prejudice the Seller or its subcontractors from negotiating separate



organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (AUG 2014)

a. The following terms applicable to this clause are defined as follows:

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.
 2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.
 3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).
 4. Technical Data. As defined in DFARS 252.227-7013.
- b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the Seller and Buyer under this contract unless authorized by the Buyer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Buyer will provide direction. Authorization to distribute technical data by the Buyer does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The Seller shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Buyer assumes no responsibility for the distribution of such technical data nor will the Buyer nor the Government shall have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.
- c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice identified in sub-paragraphs 1, 2, and 3 below. When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

1. DISTRIBUTION F - Further dissemination only as directed by Missile Defense Agency, MDA/GMY Next Generation Interceptor Project Office (date of determination - March 24, 2021) or higher DoD authority. Other requests for this document shall be referred to:

Missile Defense Agency, Contracts Directorate

ATTN: (Michael O'Connor)

Bldg. 5222, Martin Road

Redstone Arsenal, AL 35898

Email: Michael.oconnor@mda.mil

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25
3. DESTRUCTION NOTICE - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.
- d. The Seller shall insert the substance of this clause, including this paragraph, in all subcontracts.

H-29 COMMERCIAL COMPUTER SOFTWARE LICENSE (MAR 2013)

- a. Unless otherwise approved by the Buyer, commercial computer software licenses shall, upon delivery and Acceptance, designate the U.S. Government as a contingent licensee, able to replace the Seller as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the Buyer for submission to the Government PCO. The terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the Seller's needs for the software to perform this Subcontract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.
- b. Nothing in this clause shall take precedence over any other clause or provision of this Purchase Order. Government concurrence, as defined in paragraph (a) above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this Purchase Order.

H-33 PROGRAM SYNCHRONIZATION (NOV 2010)

- a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (E2E) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.
- b. During the performance of this Subcontract, the Seller may be requested to provide Technical Data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) contractors and Government agencies to facilitate MDA objectives.
- c. Pursuant to paragraphs (a) and (b) above the Seller shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other contractors when directed by Buyer to implement the exchanges of Technical Data and other information required, ensure total system E2E performance, and also to protect Technical Data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any

- other contract. A copy of each ACA and amendments to ACAs shall be provided to the Buyer in order for the Government to document the flow of information.
- d. When associate contracts have been entered into or modified as described in this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:
- Company Name Contract # and Description ACA Purpose TO BE COMPLETED PRIOR TO AWARD
- e. The ACAs shall, at a minimum, include the following general information:
- (1) Identify the associate contractors and their relationships;
 - (2) Identify the program involved and the relevant Government contracts of the associate contractors;
 - (3) Describe the associate contractor interfaces by general subject matter;
 - (4) Specify the categories of information to be exchanged or support to be provided;
 - (5) Include the expiration date (or event) of the ACA; and
 - (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of Technical Data or other information and restrictions on employees.
- f. The Seller's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, shall comply with security classification requirements as outlined in the DD Form 254 incorporated into the prime contract.
- g. Nothing in this clause shall take precedence over any other clause or provision of this Subcontract nor does it in any way effect the Government's Technical Data rights.

H-35 INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE (Aug 2012)

- a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Buyer may incorporate any copyrighted computer software in the software to be delivered under this contract. As such, the Seller shall provide written notice to the Buyer in order for approval to be sought prior to Seller's incorporation.
- b. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this Purchase Order.
- c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities.
- d. Nothing in this clause shall take precedence over any other clause or provision of this Subcontract. Government concurrence, as defined in paragraph (a) above, does not in any way affect the Government's Technical Data rights as established by the terms and conditions of this Purchase Order.

H-36 IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

- a. The Seller has provided a completed an assertion in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Seller. The Attachment identifies and provides information pertaining to Technical Data (including computer software documentation) and computer software that the Seller and its Suppliers' claim to qualify for delivery with less than Unlimited Rights. The Seller agrees not to withhold delivery to the Government Customer of the Technical Data or software based on its claims. The Buyer in coordination with Government shall investigate the validity of the Seller's claims and therefore reserves the Government's rights regarding the Technical Data/software in question, to include those rights set forth in: DFARS 252.227-7013(FEB 2014), Rights in Technical Data - Noncommercial Items; DFARS 252.227-7014 (FEB 2014), Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019 (SEP 2016), Validation of Asserted Restrictions-Computer Software; DFARS 252.227-7028 (JUN 1995), Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.
- b. The Seller shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this Purchase Order and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any Technical Data or computer software or computer software documentation delivered under this Purchase Order. The Seller agrees that the Government end customer has Unlimited Rights as defined by DFARS 252.227-7013 (FEB 2014) and 252.227-7014(FEB 2014) in any deliverable Technical Data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

H-37 INSERTION OF LIMITED OR RESTRICTED RIGHTS (DEC 2010)

- a. Hardware items which are subject to Limited Rights in their associated Technical Data as defined in DFARS 252.227-7013(FEB2014) and software items which are subject to Restricted Rights as defined in DFARS 252.227- 7014 shall not be incorporated into the design of any systems, or models/simulations thereof under this Purchase Order without the prior written authorization of the Buyer in coordination with the Government PCO. The Seller's request shall include a rough order of magnitude (ROM) estimate to perform development if the data or software cannot be used as requested. If the Government PCO does not provide a decision within 30 days of the request, the request is considered denied. In the event the Government PCO authorizes inclusion of the Limited Rights Technical Data and/or Restricted software, the Buyer will notify the Seller and such data or software will be added as an update.
- b. Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis by the Government PCO in coordination with the Buyer. The Seller's request shall include an offer of consideration for use of such Government assets. The Government, in coordination with the Buyer, will evaluate the request, including the Seller's offer of consideration, and either approve, deny, or offer an alternative form of consideration. Any such consideration will be mutually agreed to by all parties (Buyer, Seller, and Government PCO). The Buyer shall notify the Seller of agreement in writing prior to use of Government assets. Consideration should include, at a minimum, specially negotiated rights granting the Government a license for Government Purpose Rights IAW DFARS 252.227-7013 (FEB 2014) and 252.227-7014 (FEB 2014) in the subject IRAD project. When the Seller's requests the use of Government assets for an IRAD project, the request shall include the purpose of the IRAD project and the potential benefit to the Government. The Seller will be required to execute a bailment agreement prior to the transfer or use of Government assets.

H-40 INDEMNIFICATION AGAINST UNUSUALLY HAZARDOUS RISKS (APR 2012)



The legal authority to indemnify contractors for unusually hazardous risks for research, development and testing activities under a prime contract with a military department is 10 USC § 2354. Previous indemnification from other prime contracts or subcontracts does not carry over to the Prime Contract or this Subcontract.

The Buyer intends to request indemnification under 10 USC § 2354 from the Government for effort under Buyer's Prime Contract in accordance with the requirements of FAR 50.104-3. Seller also may request indemnification for its effort under this Purchase Order by preparing a request for indemnification in accordance with the requirements of FAR 50.104-3. Seller shall deliver its request to Buyer within 5 Days after Buyer provides notice of the same to Seller. The Parties acknowledge that the Prime Contract states that the Government Customer "will fairly process request(s) in good faith to the applicable approving authority within the Department of Defense."

Buyer agrees to modify this Purchase Order to indemnify Seller for unusually hazardous risks for research, development and testing activities included in Seller's scope of work under this Purchase Order only to the extent (a) the Government agrees to indemnify Buyer for these unusually hazardous risks, (b) these unusually hazardous risks are defined in the Prime Contract, (c) the Government Customer's contracting officer provides prior written approval for the Buyer to provide in this Purchase Order for Buyer to indemnify Seller for unusually hazardous risks defined in the Prime Contract, (d) the Government Customer's contracting officer approves the indemnification provision and (e) the indemnification is consistent with any flow down requirements under the Prime Contract. It is further understood that Buyer is not required to make any adjustments to this Purchase Order if indemnification is not granted or approved.

H-45 AS IS GOVERNMENT FURNISHED DATA/DOCUMENTATION AND COMPUTER SOFTWARE (Jan 2013)

In the event the Seller requests Government furnished data/documentation and computer software, all Technical Data and computer software (as defined in DFARS 252.227-7013 (FEB 2014) and DFARS 252.227-7014 (FEB 2014) furnished by the Government through the Buyer is in an "as is" condition without any warranty as to its accuracy, completeness, or adequacy. The Seller shall use this Technical Data and computer software at its own risk. The Government and/or the Buyer assumes no responsibility for such furnished data/documentation/computer software nor will the Government and/or Buyer have any liability for equitable adjustments to the terms and conditions of this Purchase Order should such data/documentation/computer software prove to be inaccurate, incomplete, or otherwise defective.

H-C57 INFORMATION SECURITY

A. Definitions

1. "Information Security Incident" means (i) any actual or potential incident involving any Information System or equipment owned or controlled by Seller that may involve Buyer's or Buyer's Customer Sensitive Information, or (ii) any actual or potential unauthorized access to, use, or disclosure of Buyer's or Buyer's Customer Sensitive Information.
2. "Information" means any communication or representation of knowledge such as facts, Data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
3. "Information System" means a discrete set of Information resources that collect, process, maintain, use, share, disseminate, or dispose Information.
4. "Sensitive Information" means any Information that is collected, processed, maintained, used, shared, or disseminated in connection with this Order that warrants protection to ensure its confidentiality, integrity and availability including, but not limited to, any Northrop Grumman Proprietary Information and third party proprietary Information, Personal Information, Federal Contract Information as defined in FAR 52.204-21, Covered Defense Information as defined in DFARS 252.204-7012, and Controlled Unclassified Information (CUI) defined in the National Archives and Records Administration (NARA) Registry.

B. Reasonable and Appropriate Security Controls

1. Seller shall apply reasonable and appropriate administrative, technical, physical, organizational, and operational safeguards and operations to protect Sensitive Information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such Sensitive Information is on Seller's internal systems or a cloud environment.
2. If Seller's performance of the Order involves the transmission, storage, or processing of Sensitive Information on an Information System, Seller shall at a minimum apply the following controls:
 - i. Basic Safeguarding Controls from FAR 52.204-21, regardless of whether FAR 52.204-21 applies to the Order;
 - ii. Limit Information System access to authorized users, processes acting on behalf of authorized users, or devices (including other Information Systems).
 - iii. other Information Systems).
 - iv. Limit Information System access to the types of transactions and functions that authorized users

- are permitted to execute.
- v. Verify and control/limit connections to and use of external Information Systems.
 - vi. Control Information posted or processed on publicly accessible Information Systems.
 - vii. Identify Information System users, processes acting on behalf of users, or devices.
 - viii. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to Seller's Information Systems.
 - ix. Sanitize or destroy Information System media containing Sensitive Information before disposal or release for reuse.
 - x. Limit physical access to Seller's Information Systems, equipment, and the respective operating environments to authorized individuals.
 - xi. Reserved
 - xii. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - xiii. Monitor, control, and protect Seller's communications (i.e., Information transmitted or received by Seller's Information Systems) at the external boundaries and key internal boundaries of the Information Systems, including having the capability to encrypt information during transmission.
 - xiv. Implement sub-networks for publicly accessible system components that are physically or logically separated from internal networks.
 - xv. Identify, report, and correct Information and Information System flaws in a timely manner.
 - xvi. Provide protection from malicious code at appropriate locations within Seller's Information Systems.
 - xvii. Update malicious code protection mechanisms when new releases are available.
 - xviii. Perform periodic vulnerability scans of the Information System and real-time scans of files from external sources as files are downloaded, opened, or executed.
 - xix. Additional Basic Security Controls
 - xx. Establish and enforce security configuration settings for information technology products employed in Seller's Information systems.
 - xxi. Establish and maintain data protection processes and systems to adequately protect Sensitive Information, including pertaining to destruction methods employed, how audit and system log Information is protected, and having the capability to encrypt Sensitive Information during transmission.
 - xxii. Ensure that risks identified in scans performed under paragraph B.2 (i) of this clause are promptly addressed.
 - xxiii. Information Security Incident Response and Notification
 - xxiv. Seller must have documented processes that address Information Security Incidents. These processes should be a set of written instructions that include, but are not limited to: detecting, responding to, and limiting the effects of an Information Security Incident.
 - xxv. Within 72 hours of discovery, Seller will notify Buyer's Authorized Representative and Buyer's Cyber Security Operations Center (CSOC) at (877) 615-3535 of any Information Security Incident. At Seller's expense, Seller will (i) immediately investigate any Information Security Incident, (ii) make all reasonable efforts to secure Sensitive Information and mitigate the impact of the Information Security Incident, (iii) provide timely and relevant information to Buyer about the Information Security Incident on an ongoing basis, and (iv) cooperate as applicable with Buyer to provide notice to affected third parties.
 - xxvi. This clause does not relieve Seller of any other applicable safeguarding requirements, remedies, or obligations regarding the protection of Sensitive Information required by this Order or local, federal, state or other governmental agencies or departments, including but not limited to FAR 52.204-21 or DFARS 252.204-7012.
 - xxvii. Seller shall respond promptly and appropriately to any inquiries from Buyer related to compliance with this clause to include documentation of implemented controls and processes discussed above; however, Seller is permitted to redact proprietary or confidential information from such documentation or provide directly to the U.S. Government upon request.
 - xxviii. Product Vulnerability (only applies to sales of non-COTS Products) shall be in accordance with Section C Statement of Work of this Subcontract.
 - xxix. Notification. Within 72 hours of confirming a vulnerability in any Product(s) being sold or licensed to Buyer, at Seller's expense, Seller shall notify Buyer's Authorized Representative. The Seller shall begin to work in close cooperation with the Buyer and the Government Customer to develop a corrective plan of action. This corrective plan of action may include some or all of the following items as appropriate for the specific discovered vulnerability.
 - a. Investigate and Collect Data
 - b. Analyze Root Cause
 - c. Develop Remedies
 - d. Assess Criticality and Risk
 - e. Determine Remediation Urgency
 - f. Develop Mitigation/Hardening Solution IAW remediation urgency
 - g. Steps to isolate and prevent further occurrences
 - h. Replacement of the defective Product(s) and
 - i. Enhanced quality control procedures
 - xxx. Representations
 - xxxi. If this Order is for work that will be performed under a prime contract or higher tier subcontract governed by the Federal Acquisition Regulation (FAR), Seller represents that it complies with FAR 52.204-21 (Basic Safeguarding of Covered Contractor Information Systems).
 - xxxii. If this Order is for work that will be performed under a prime contract or higher-tier subcontract for the U. S. Department of Defense, Seller represents that it complies with DFARS 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting).
 - xxxiii. This section 57 applies in addition to any other information security or privacy requirements included in this Order.

H-NGI-02 FEE LIMITATIONS (JAN 2020)

This clause shall apply to all subcontract changes after award.

- a. Fee is negotiated on an individual basis based upon the level of risk the Seller will incur during the performance of the effort.
- b. No Fee on Travel, Other Direct Costs, or Commercial Items. The Seller is not entitled to fee on any travel, other direct costs (ODCs), or commercial items as defined in FAR 2.101. Examples of ODCs include, but are not limited to: renewable licenses, leases, royalties, and Seller-acquired



property defined as equipment per FAR 45.101.

c. Limited fee on Proposal Preparation costs The Seller shall not exceed 3% base fee and 7% Max Award Fee on Proposal Preparation costs.

H-NGI-04 TEST SCHEDULE ADJUSTMENTS (JAN 2020)

Adjustments made to contract price due to a change in the ground and/or flight and/or other test schedule will be accomplished as set forth below:

A change to the test schedule means the movement of a test from one test window to the next. A test window is defined as a period of time 90 days before or after the test date as it appears in the Integrated Test Plan (ITP) or a Target of Opportunity published schedule. The movement of a test within a test window will not be grounds for an adjustment to the contract estimated cost and fee. Test schedule changes outside of the original test window caused by the Seller or Buyer or Government may result in a downward (Seller schedule change) or upward adjustment (Buyer or Government schedule change) to the contract estimated cost and fee. A change that is beyond the control and without the fault or negligence of the either party will not result in an adjustment to the contract estimated cost and fee.

H-NGI-06 SUBCONTRACTOR ACCOUNTABILITY FOR QUALITY (JAN 2020)

a. Definitions. As used in this clause-

b. "Command media," as used in this clause, includes the Seller's specifications, engineering drawings, test procedures, and other documentation generated to comply with Statement of Work (SOW) requirements ensuring repeatability in the Products produced and Services provided.

c. "Nonconformance" as used in this clause means a condition of any hardware, software, material, or service/workmanship in which one or more characteristics do not conform to requirements.

d. "Quality escape," as used in this clause, means the Seller, or any of its Suppliers:

- (1) Failed to detect a nonconformance or failed to follow command media; and
- (2) Said nonconformance or failure to follow command media could adversely affect the performance of a component, subsystem or system; and
- (3) Requires an action by the Government, Buyer or Seller to bring said item back to compliance with applicable specification requirements.

e. The rights and remedies afforded the Government and Seller under this clause are in addition to any other provision of this Purchase Order.

f. The Buyer may make an equitable reduction under the Purchase Order if at any time during the term of this Purchase Order, including pre-acceptance or post-acceptance of any item or service required to be delivered or performed under this Subcontract, the Buyer reasonably determines that:

- (1) A quality escape occurred; and
- (2) The quality escape was caused solely by Seller, or any of its Suppliers; and
- (3) Resulted in substantial harm to the Government. The Buyer will notify the Seller within 30 days of determining a quality escape occurred for which an equitable reduction may result.

g. The Buyer will consider cost, schedule and performance impacts of the quality escape as well as any recovery and mitigation efforts by the Seller that are taken to reduce the impacts of the quality escape, in deciding whether to make such a reduction. Failure to agree to the equitable reduction shall be a dispute under the Disputes Clause of the Purchase Order.

All unclassified technical documentation generated under this program will have the following information and statements affixed to the cover and/or title page of documents or Subcontractor appropriate markings:

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 - PURCHASE ORDER NUMBER (CONTRACT)
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CONTRACTOR NAME RAYTHEON COMPANY
CONTRACTOR ADDRESS 401 JAN DAVIS DRIVE
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• CUI MARKING

CONTROLLED BY: MISSILE DEFENSE AGENCY

CONTROLLED BY: GROUND-BASED MIDCOURSE DEFENSE PROGRAM OFFICE

CUI CATEGORY: [List applicable CUI category(ies)]

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The contractor shall be required to track classified information sent via non-electronic means and obtain a receipt from the recipient (reference NISPOM Chapter 5, Section 401b.). The contractor shall ensure deliberate tracking throughout the entire transit process. Any suspected or confirmed loss or compromise of the classified information shall be reported in the timeframes established in the "Reporting Requirements" section of this DD Form 254. The Contractor has a responsibility to understand and use all applicable Security Classification Guidance (SCG) provided by the government (reference NISPOM 4-103a). The MDA has provided a list below of the necessary SCGs required to conduct derivative classification. The Contractor shall request the required SCGs from the Contracting Officer's Representative (COR). The MDA has the obligation to review existing guidance periodically during the performance stages of the contract and to issue a revised DD Form 254 when a change to the SCGs occurs or when additional SCGs are needed (reference NISPOM Chapter 4, Section 103b.). The Contractor shall flow-down required SCGs on its Subcontractor DD Form 254s and shall provide copies of the SCGs to its Subcontractor. The following security classification guidance applies:

1. Ballistic Missile Defense System (BMDS) Security Classification Guide (SCG), dated

19 October 2010 to include Change 1, dated 26 May 2017

**This guide consists of two parts, an UNCLASSIFIED//FOR OFFICIAL USE ONLY general guide, and a SECRET appendix. The appendix is not a stand-alone document and must be used in conjunction with the general guide.

2. Ground-based Midcourse Defense (GMD) Security Classification Guide (SCG), dated 07 August 2006 to include Change 4, dated 26 August 2019

3. GMD Security Classification Guide (SCG), Ch. 2 Topic Clarification Memo, date 07 December 2017

4. US STRATCOM Integrated Missile Defense (IMD) Security Classification Guide (SCG), dated 01 January 2015

5. US NORTHCOM Ballistic Missile Defense (BMD) Operations Security Classification (SCG), dated 11 March 2011

6. Other Security Classification Guides will be provided as required.
