

**BAEDOC USGOVA-CON****FLOW DOWN PROVISIONS FOR SUBCONTRACT/PURCHASE ORDERS FOR ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT - CONSTRUCTION**

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. When a clause uses a word or term that is defined in the FAR or DFARS, the word or term shall have the same meaning as in the definition in FAR 2.101 or DFARS 202.101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the FAR or DFARS where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. If a corresponding FAR and DFARS clause are referenced, the DFARS clause shall take precedence. The Contracts Disputes Act of 1978, as amended, shall have no application to this Contract. Any reference to "Disputes" clause shall mean the "Disputes/Jury Waiver" provision in USGOVFP or USGOVCOST documents.

**A. GOVERNMENT SUBCONTRACT**

This Contract is entered into by BAE SYSTEMS and SELLER in support of a U.S. Government Contract.

As used in the clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101 or DFARS 202.101.
2. "Contract" means this Contract.
3. "Contractor" means SELLER, as defined in USGOVFP or USGOVCOST document, acting as the immediate (first-tier) subcontractor to BAE SYSTEMS.
4. "Prime Contract" means the contract between BAE SYSTEMS and the U.S. Government or between BAE SYSTEMS and its higher-tier contractor in support of a contract with the U.S. Government.
5. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract. In all clauses listed herein, the terms "Government," "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the clause or provision except where further clarified or modified below. However, the words "Government" and "Contracting Officer" do not change when 1) a right, act, authorization or obligation can be granted or performed only by the Government or prime contract Contracting Officer or duly authorized representative and/or when 2) title to property is to be transferred directly to the Government.

If any of the following clauses do not apply to this Subcontract/Purchase Order, as defined in the respective FAR or DFARS provision, such clauses are considered to be self-deleting.

**B. AMENDMENTS REQUIRED BY PRIME CONTRACT**

SELLER shall, at the request of BAE SYSTEMS, accept amendments to this Contract to incorporate additional clauses and provisions herein or to change clauses and provisions hereof, as BAE SYSTEMS may reasonably deem necessary in order to comply with the clauses and provisions of the applicable Prime Contract or with the clauses and provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the price of, or the time required

for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Contract Direction/Changes" clause of this Contract.

**C. PRESERVATION OF THE GOVERNMENT'S RIGHTS**

If BAE SYSTEMS furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that BAE SYSTEMS, acting on its own behalf, may modify or limit any rights the Government may have to authorize the SELLER's use of such Furnished Items in support of other U.S. Government prime contracts.

**D. FAR FLOWDOWN CLAUSES**

In accordance with FAR 52.252-1 and 52.252-2, the following clauses and provisions are incorporated by reference and apply to this Contract as defined by the respective FAR clause or provision:

**1. The following clauses apply to this Contract as defined by the respective FAR clause**

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| 52.202-1  | DEFINITIONS (NOV 2013)  |
| 52.203-8  | CANCELTION, RESCISSION, AND RECOVER OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)                          |
| 52.203-15 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)                     |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (APR 2014) |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)                     |
| 52.204-2  | SECURITY REQUIREMENTS (AUG 1996)  |
| 52.204-7  | SYSTEM FOR AWARD MANAGEMENT (OCT 2016)  |
| 52.204-9  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)   |
| 52.204-12 | UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)   |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)  |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)  |
| 52.204-15 | SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)                              |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)  |

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| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)   | 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010)  |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)  | 52.216-7  | ALLOWABLE COST AND PAYMENT (JUN 2013). Only section (h) applies  |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) | 52.217-8  | OPTION TO EXTEND SERVICES (NOV 1999)   |
| 52.208-8  | REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2014)   | 52.219-8  | UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (If this Contract, except contracts to small business concerns, exceeds \$150,000 the Contractor must include this clause in all lower tier subcontracts that offer subcontracting opportunities.) |
| 52.209-9  | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)  | 52.219-14 | LIMITATIONS ON SUBCONTRACTING (NOV 2011)   |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)  | 52.219-27 | NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET ASIDE (NOV 2011)   |
| 52.211-7  | ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)   | 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)  |
| 52.211-10 | COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)   | 52.219-29 | NOTICE OF SET ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)  |
| 52.211-13 | TIME EXTENSIONS (SEPT 2000)  | 52.219-30 | NOTICE OF SET ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)   |
| 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008)   | 52.222-1  | NOTICE OF GOVERNMENT LABOR DISPUTES (FEB 1997)   |
| 52.211-18 | VARIATION IS ESTIMATED QUANTITY (APR 1984)   | 52.222-3  | CONVICT LABOR (JUN 2003)   |
| 52.214-3  | AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)  | 52.222-5  | CONSTRUCTION WAGE RATE REQUIREMENTS- SECONDARY SITE OF THE WORK (MAY 2014)   |
| 52.214-4  | FALSE STATEMENTS OF BIDS (APR 1984)  | 52.222-6  | CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)   |
| 52.214-5  | SUBMISSION OF BIDS (MAR 1997)  | 52.222-7  | WITHHOLDING OF FUNDS (MAY 2014)  |
| 52.214-6  | EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)  | 52.222-8  | PAYROLLS AND BASIC RECORDS (MAY 2014)  |
| 52.214-7  | LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)  | 52.222-9  | APPRENTICES AND TRAINEES (JUL 2005)  |
| 52.214-10 | CONTRACT AWARD-SEALED BIDDING (JUL 1990)   | 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)   |
| 52.214-12 | PREPARATON OF BIDS (APR 1984)  | 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)  |
| 52.214-18 | PREPARATION OF BIDS-CONSTRUCTION (APR 1984)  | 52.222-12 | CONTRACT TERMINATION – DEBARMENT (MAY 2014)  |
| 52.214-19 | CONTRACT AWARD-SEALED BIDDING- CONSTRUCTION (AUG 1996)   | 52.222-13 | COMPLIANCE WITH COMPLIANCE WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)   |
| 52.214-22 | EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)  | 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)   |
| 52.214-23 | LATE SUBMISSION, MODIFICATION, AND WITHDRAWALS OF TECHNICAL PROPOSALS UNDER TWO-STEP SEALED BIDDING (NOV 1999)                   | 52.222-15 | CERTIFICATION OF ELIGIBILITY (MAY 2014)  |
| 52.214-24 | MULTIPLE TECHNICAL PROPOSAL (APR 1984)   | 52.222-16 | APPROVAL OF WAGE RATES (MAY 2014)  |
| 52.214-29 | ORDER OF PRECEDENCE-SEALED BIDDING (JAN 1986)  | 52.222-19 | CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016)   |
| 52.215-1  | INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)  | 52.222-20 | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)   |
| 52.215-20 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)                                  |           |  |

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| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (APR 2015)   | 52.223-17 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)                          |
| 52.222-26 | EQUAL OPPORTUNITY (SEP 2016)<br>(Only subparagraphs (c) (1)-(11) applies)   | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)  |
| 52.222-27 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (OVER \$10,000) (APR 2015)  | 52.223-19 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)   |
| 52.222-29 | NOTIFICATION OF VISA DENIAL (APR 2015)  | 52.225-9  | BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAY 2014)  |
| 52.222-33 | NOTICE OF REQUIREMENT FOR PROJECT LABOR AGREEMENT (MAY 2010)  | 52.225-10 | NOTICE OF BUY AMERICAN ACT/ BALANCE OF PAYMENTS PROGRAM REQUIREMENT- CONSTRUCTION MATERIALS (MAY 2014)                    |
| 52.222-30 | CONSTRUCTION WAGE RATE REQUIREMENTS PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (MAY 2014)   | 52.225-11 | BUY AMERICAN CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2016)   |
| 52.222-34 | PROJECT LABOR AGREEMENT (MAY 2010)  | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)  |
| 52.222-41 | SERVICE CONTRACT LABOR STANDARDS (MAY 2014)   | 52.225-22 | NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS-BUY AMERICAN ACT-CONSTRUCTION MATERIALS (MAY 2014) |
| 52.222-42 | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)  | 52.226-5  | RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (NOV 2007)  |
| 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)  | 52.227-22 | MAJOR SYSTEM-MINIMUM RIGHTS (JUN 1987)  |
| 52.222-44 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MAY 2014)   | 52.229-3  | FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)  |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (MAR 2015) (A requirement for a compliance plan and certification appropriate to the size and complexity of the contract is required if any portion of the contract (i) is for supplies, other than COTS items, acquired outside the United States, or services to be performed outside the United States, and (ii) has an estimated value that exceeds \$500,000) | 52.229-4  | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)  |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)  | 52.232-5  | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)  |
| 52.222-55 | ESTABLISHING MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)   | 52.232-10 | PAYMENTS UNDER FIXED-PRICED ARCHITECT-ENGINEER CONTRACTS (APR 2010)   |
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)  | 52.232-16 | PROGRESS PAYMENTS (APR 2012)  |
| 52.223-1  | BIOBASED PRODUCT CERTIFICATION (MAY 2012)   | 52.236-2  | DIFFERING SITE CONDITIONS (APR 1984)  |
| 52.223-2  | AFFIRMATIVE ACTION OF BIO-BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)  | 52.236-3  | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)   |
| 52.223-4  | RECOVERED MATERIAL CERTIFICATION (MAY 2008)   | 52.236-5  | MATERIAL AND WORKMANSHIP (APR 1984)   |
| 52.223-5  | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)   | 52.236-6  | SUPERINTENDENCE BY CONTRACTOR (APR 1984)  |
| 52.223-6  | DRUG-FREE WORKPLACE (MAY 2001)  | 52.236-7  | PERMITS AND RESPONSIBILITIES (NOV 1991)   |
| 52.223-7  | NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)<br>(In the blank insert “30.”)   | 52.236-9  | PROTECTION OF EXISITING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)                         |
| 52.223-10 | WASTE REDUCTION PROGRAM (MAY 2011)  | 52.236-10 | OPERATIONS AND STORAGE AREAS (APR 1984)   |
| 52.223-12 | MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIDGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)   | 52.236-11 | USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)   |
|           |   | 52.236-12 | CLEANING UP (APR 1984)  |
|           |   | 52.236-13 | ACCIDENT PREVENTION (NOV 1991)  |
|           |   | 52.236-17 | LAYOUT OF WORK (APR 1984)   |
|           |   | 52.236-18 | WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)  |

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| 52.236-19  | ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)  | <b>3. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$15,000</b>  |
| 52.236-21  | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)  |   |
| 52.236-28  | PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)   | 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JULY 2014)   |
| 52.237-1   | SITE VISIT (APR 1984)  | <b>4. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$30,000</b>  |
| 52.242-1   | NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  |   |
| 52.242-13  | BANKRUPTCY (JUL 1995)  | 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)<br>Note: BAE SYSTEMS requires that all SELLERS register and annually update the System for Award Management (SAM)   |
| 52.242-14  | SUSPENSION OF WORK (APR 1984)  | <b>5. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$150,000</b>   |
| 52.242-15  | STOP WORK ORDER (AUG 1989)   |   |
| 52.242-15 Alt 1  | STOP WORK ORDER, ALT 1 (AUG 1989)  | 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)   |
| 52.243-4   | CHANGES (JUN 2007)   | 52.203-3 GRATUITIES (APR 1984)  |
| 52.244-2   | SUBCONTRACTS (OCT 2010) (Only sections (g) and (h) apply)  | 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)   |
| 52.244-6   | SUBCONTRACTING FOR COMMERCIAL ITEMS (JUL 2018)   | 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)   |
| 52.245-1   | GOVERNMENT PROPERTY (APR 2012) (Applicable if Government property is furnished in the performance of this Contract. "Contracting Officer" means "BAE SYSTEMS" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) and where it is unchanged, and in paragraphs (c) and (h)(4) where it includes BAE SYSTEMS. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "BAE SYSTEMS" and except in paragraphs (d)(2) and (g) where the term includes BAESYSTEMS." The following is added as paragraph (n) ""SELLER" shall provide to BAE SYSTEMS immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of SELLER's property control system.") | 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)  |
| 52.245-2   | GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)   | 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)  |
| 52.245-9   | USE AND CHARGES (APR 2012)   | 52.248-1 VALUE ENGINEERING (OCT 2010)   |
| 52.246-12  | INSPECTION OF CONSTRUCTION (AUG 1996)  | 52.210-1 MARKET RESEARCH (APR 2011)   |
| 52.246-13  | INSPECTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)  | 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014). (Seller shall honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractors working under this contract, as well as of a predecessor Contractor and its Subcontractors. Seller will provide BAE Systems with the information about the service employees of the Subcontractor needed to comply with paragraphs (d) and (e) of this clause; and the record keeping requirements of (f)) |
| 52.246-21  | WARRANTY OF CONSTRUCTION (MAR 1994)  | 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)   |
| 52.247-64  | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)   | 52.227-4 PATENT INDEMNITY – CONSTRUCTION CONTRACTS (DEC 2007)   |
| <b>2. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000</b> | 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)  | 52.227-6 ROYALTY INFORMATION (APR 1984)   |
|  |  | 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)   |
|  |  | 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)   |
| 52.222-40  | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)  | <b>6. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$700,000:</b>  |
|  |  | 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN2017) (The SELLER's subcontracting plan is incorporated herein by reference.)   |
|  |  | 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999) (Delete subparagraphs (d) and (e).)   |

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| 52.242-3   | PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)   | 52.227-10 | FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007)   |
| <b>7.</b>  | <b>The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,000,000 and the period of performance exceeds 120 days:</b> | 52.227-11 | PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the BAE SYSTEMS Procurement Representative identified on the face of this Contract.)   |
| 52.209-11  | REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)  | 52.227-13 | PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the BAE SYSTEMS Procurement Representative identified on the face of this Contract)  |
| 52.209-12  | CERTIFICATION REGARDING TAX MATTERS (FEB 2016)   | 52.227-14 | RIGHTS IN DATA - GENERAL (MAY 2014)  |
| <b>8.</b>  | <b>The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000 and the period of performance exceeds 120 days:</b> | 52.228-3  | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (The SELLER shall insert, in all subcontracts under this Contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.)   |
| 52.203-13  | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)  | 52.228-4  | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) The SELLER shall insert, in all subcontracts under this Contract (i) to which the Defense Base Act would apply but for the waiver and (ii) to which the War Hazards Compensation Act would apply unless the Contractor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.) |
| <b>9.</b>  | <b>The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000,000:</b>   | 52.228-5  | INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)   |
| 52.222-24  | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)  | 52.229-10 | STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)   |
| <b>10.</b> | <b>The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Non-Commercial Item:</b>   | 52.230-1  | COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)   |
| 52.208-8   | REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR2014)  | 52.230-2  | COST ACCOUNTING STANDARDS (OCT 2015) (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)  |
| 52.211-15  | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)  | 52.230-3  | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (When referenced in this Contract, Modified CAS Coverage applies. Delete paragraph (b) of the clause.)  |
| 52.215-10  | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.                                | 52.230-4  | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (OCT 2015)  |
| 52.215-11  | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.                | 52.230-6  | ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)   |
| 52.215-15  | PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)  | 52.233-2  | SERVICE OF PROTEST (SEP 2006)  |
| 52.215-16  | FACILITIES CAPITAL COST OF MONEY (JUNE 2003)   | 52.233-3  | PROTEST AFTER AWARD (AUG 1996) (In the event BAE SYSTEMS' Customer has directed BAE SYSTEMS to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, BAE SYSTEMS may, by written order to SELLER, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies, except the first time it appears in paragraph (f); in paragraph (f) add after "33.104(h)(1)" "and recovers those costs from BAE SYSTEMS.")         |
| 52.215-17  | WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)  |           |  |
| 52.215-18  | REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)   |           |  |
| 52.215-19  | NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (In paragraph (a) (1) and (a) (2) "30 days" is changed to "25 days."  |           |  |
| 52.223-3   | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  |           |  |
| 52.224-1   | PRIVACY ACT NOTIFICATION (APR 1984)  |           |  |
| 52.224-2   | PRIVACY ACT (APR 1984)   |           |  |
| 52.227-1   | AUTHORIZATION AND CONSENT (DEC 2007)   |           |  |
| 52.227-9   | REFUND OF ROYALTIES (APR 1984)   |           |  |

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| 52.233-4   | APPLICABLE LOAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  | 52.216-5   | PRICE REDETERMINATION - PROSPECTIVE (OCT 1997) (Applicable if the requirements of FAR 16.205-2 and FAR 16.205-3(a) through (d) have been met and this clause is expressly incorporated in this Contract. In subparagraph (j) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "BAE SYSTEMS shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.".)   |
| 52.237-2   | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)  |  |   |
| 52.247-63  | PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applicable if this Contract involves international air transportation.)                        |  |   |
| <b>11. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item:</b>   |  | 52.216-6   | PRICE REDETERMINATION-RETROACTIVE (OCT 1997) (In subparagraph (i) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "BAE SYSTEMS shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.".)  |
| 52.203-5   | COVENANT AGAINST CONTINGENT FEES (MAY 2014)  |  |   |
| 52.203-7   | ANTI-KICKBACK PROCEDURES (MAY 2014)  |  |   |
| 52.203-10  | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  | 52.216-9   | FIXED FEE-CONSTRUCTION (JAN 2011)   |
| 52.203-16  | PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)   | 52.216-16  | INCENTIVE PRICE REVISION-FIRM TARGET (OCT 1997) ALTERNATE I (APR 1984) (In subparagraph (i) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "BAE SYSTEMS shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.".)  |
| 52.204-5   | WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (OCT 2014)  |  |   |
| 52.215-2   | AUDIT AND RECORDS-NEGOTIATION (OCT 2010)   | 52.216-17  | INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS (OCT 1997) (In subparagraph (k) change "the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause" to "BAE SYSTEMS shall promptly issue a decision, which decision may be appealed by SELLER pursuant to the Disputes/Jury Waiver clause of this Contract.".)  |
| 52.215-14  | INTEGRITY OF UNIT PRICES (OCT 2010) (Delete paragraph (b) of the clause.)  |  |   |
| 52.222-4   | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION (MAY 2018)   | 52.229-6   | TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)  |
| 52.222-38  | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)   | 52.229-7   | TAXES – FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)   |
| 52.242-13  | BANKRUPTCY (JUL 1995)  |  |   |
| 52.248-2   | VALUE ENGINEERING – ARCHITECT-ENGINEER (MAR 1990)  | 52.249-2   | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT ALT I OR ALT III (FIXED-PRICE) (APR 2012) (In paragraph (n) "Government" means "BAE SYSTEMS and the Government" and "Contracting Officer" means "BAE SYSTEMS or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)                        |
| 52.248-3   | VALUE ENGINEERING - CONSTRUCTION (OCT2015)   |  |   |
| <b>12. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$750,000 and is for a Non-Commercial Item:</b>   |  | 52.249-3   | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (APR 2012) (In paragraph (n) "Government" means "BAE SYSTEMS and the Government" and "Contracting Officer" means "BAE SYSTEMS or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.) |
| 52.215-12  | SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)  |  |   |
| 52.215-13  | SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 2010)  |  |   |
| <b>13. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item:</b> |  | 52.249-10  | DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984) (Timely performance is a material element of this Contract.)  |
| 52.203-14  | DISPLAY OF HOTLINE POSTERS (OCT 2015) (Contact BAE SYSTEMS Procurement Representative if assistance is required obtaining any required posters.) |  |   |
| <b>14. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Fixed Price for Non-Commercial Items:</b>                        |  | <b>15. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is Cost Type or Time and Material for a Non-Commercial Items:</b> |   |
| 52.214-26  | AUDIT AND RECORDS- SEALED BIDDING (OCT 2010)   | 52.215-22  | LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)  |
| 52.214-27  | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (AUG 2011)   |  |   |
| 52.214-28  | SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (OCT 2010)   |  |   |

- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.216-8 FIXED FEE (JUN 2011)
- 52.216-11 COST CONTRACT – NO FEE (APR 1984)
- 52.216-12 COST-SHARING CONTRACT – NO FEE (APR 1984)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert ZERO in the Blank.)
- 52.229-8 TAXES – FOREIGN COST REIMBURSEMENT CONTRACTS (MAR 1990)
- 52.229-9 TAXES – COST REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAR 1990)
- 52.232-20 LIMITATION OF COST (APR 1984) (Applicable Cost type Subcontracts when fully funded)
- 52.232-22 LIMITATION OF FUNDS (APR 1984) (Applicable if this Contract is incrementally funded. When this Contract becomes fully funded 52.232-20 shall apply in lieu of this clause.
- 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (In paragraph (a)(2) the first time “60 days” is cited it shall be changed to “45 days”, the second time “60 days” is cited it shall be changed to “75 days”.
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (Substitute “60 days” for “120 days” and “60 days” for “120 days” in paragraph (d). Substitute “150 days” for “1 year” in paragraph (f). Delete paragraph (j). Settlements and payments under this clause may be subject to the approval of the Contracting Officer.

**16. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Commercial Item:**

- 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 2016)
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2018)

**E. CERTIFICATIONS AND REPRESENTATIONS**

This Subsection contains certifications and representations that are material representations of fact upon which BAE SYSTEMS will rely in making awards to Contractor. By submitting its written offer, or providing oral offers/quotations at the request of BAE SYSTEMS, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this Subsection. These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by BAE SYSTEMS. Contractor shall immediately notify BAE SYSTEMS of any change of status with regard to these certifications and representations.

**1. The following additional clauses apply to this Contract as defined by the respective FAR clause:**

- 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
- 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATION AND CERTIFICATIONS (DEC 2014)
- 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)
- 52.222-56 CERTIFICATION REGARDING TRAFFICING IN PERSONS COMPLIANCE PLAN (MAR 2015) (A requirement for a compliance plan and certification appropriate to the size and complexity of the contract is required if any portion of the contract (i) is for supplies, other than COTS items, acquired outside the United States, or services to be performed outside the United States, and (ii) has an estimated value that exceeds \$500,000)
- 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN (AUG 2009)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SACTIONED ACTIVITIES RELATING TO IRAN-REPRESENTATION AND CERTIFICATION (OCT 2015)

**2. The following additional referenced clauses apply to this Contract as written:**

- a) FAR 52.209-5 -- Certification Regarding Responsibility Matters (OCT 2015) (1) The SELLER certifies, to the best of its knowledge and belief, that The SELLER and/or any of its Principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - 2) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.
  - 3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2) of this provision; and
  - 4) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
    - i. The SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- b) FAR 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) incorporated herein by reference with the same force and effect as if they were given in full text, and:
  - 1) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-6) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency
  - 2) Contractor shall provide immediate written notice to BAE SYSTEMS if, any time prior to award of any Contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- c) FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999).

Contractor represents that if Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) Contractor has filed all required compliance reports and: (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

- d) FAR 52.222-25 Affirmative Action Compliance (APR 1984).

Contractor represents (1) that Contractor has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

- e) FAR 52.209-7 (JUL 2013) Information Regarding Responsibility Matters.

If SELLER has current active Federal contracts and grants with a total value greater than \$10,000,000, the SELLER represents, by submission of this offer, that the information it has entered in the FAPIIS is current, accurate, and complete as of the date of the submission of the offer with regard to the following:

- 1) Whether SELLER and/or any of its principals has, with in the last five years, been subject of a proceeding at the Federal or State level that resulted in a criminal conviction, a civil proceeding with a finding of fault and liability that results in the payment of \$5,000 or more, or an administrative proceeding with a finding of fault and liability that results in a fine of \$5,000 or more or restitution or damages in excess of \$100,000.
- 2) The SELLER shall post the information of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisitions.gov>

**3. The following additional representations apply:**

**CONFLICT OF INTEREST**

- a) Seller acknowledges that FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, governs Work performed under this Agreement.
- b) Seller represents and warrants that there are no actual, potential, or perceived conflicts of interest associated with its Work for BAE Systems; that it will comply with all BAE Systems policies and procedures related to Work with current United States Government employees; and that it is not prohibited by law or regulation from receiving compensation from BAE Systems for delivering and/or performing Work under this Agreement. Should any actual, potential, or perceived conflict of interest arise in connection with this Agreement, Seller shall notify BAE Systems immediately, but in no event later than one (1) calendar day after becoming aware of such conflict of interest.
- c) BAE Systems, at its sole discretion and on a case-by-case basis, will determine whether a conflict of interest exists or is likely to arise. If BAE Systems determines that an actual, potential, or perceived conflict of interest exists, it may impose on Seller appropriate constraints to neutralize or mitigate that conflict of interest, up to and including, termination of this Agreement.
- d) The term Seller as used in this Article shall mean: (1) the organization entering into this Agreement with BAE Systems; (2) all business organizations with which Seller may merge, join, or affiliate, now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase, merger, or otherwise,

direct or indirect control of Seller; (3) Seller's parent organization, if any, and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which Seller has direct or indirect control, now or in the future.

- e) In connection with a particular constraint, Seller may submit a proposal to BAE Systems for the purpose of indicating potential measures to avoid or mitigate a conflict. BAE Systems, at its sole discretion, may accept or reject Seller's proposal.

**4. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (JUNE 2018)**

- a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.
- b) Certification. by submission of offer and/or acceptance of this order

(1) The SELLER certifies that:

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; IF SELLER instead is providing separate information with its offer in accordance with paragraph (d)(2) of this provision. Thee Terms must be amended based on such submission and acceptance thereof.

**F. DFARS FLOWDOWN CLAUSES**

Note: If the respective PO or Subcontract identifies this as non-Department of Defense, then the following clauses do not apply:

**1. The following additional clauses apply to this Contract as defined by the respective DFARS clause**

- 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)
- 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSE OF THIRD-PARTY CYBER INCIDENT INFORMATION (OCT 2016)



252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (OCT 2016)

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016)

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER A FEDERAL LAW

252.211-7003 ITEM IDENTIFICATION AND VALUATION (MAR 2016)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD Contracts) (APR 2018)

252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (APR 2018)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE AMMUNITION AND EXPLOSIVES (DEC 1991)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

252.225-7001 BUY AMERICA ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2017)

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Paragraphs (c) (6), (d), and (e) (1) are deleted)

252.225-7010 COMMERICAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

252.225-7013 DUTY-FREE ENTRY (MAY 2016)

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)

252.225-7017 PHOTOVOLTAIC DEVICES (JAN 2018)

252.225-7018 PHOTOVOLTAIC DEVICES – CERTIFICATE (JAN 2018)

252.225-7021 TRADE AGREEMENTS-BASIC (DEC 2017)

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

252.225-7032 WAIVER OF UNITED KINGDOM LEVIES EVALUATION OF OFFERS (APR 2003)

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003)

252.225-7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE OF THE UNITED STATES (JUN 2016)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015).

252.225-7043 ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS- DOD CONTRACTS (SEP 2004) (In e (1), "Contractor" shall mean BAE SYSTEMS.)

252.229-7011 REPORTING OF FOREIGN TAXES – U.S. ASSISTANCE PROGRAMS (SEP 2005)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7003 FREQUENCY AUTHORIZATION (MAR 2014)

252.236-7000 MODIFICATION PROPOSALS-PRICE BREAKDOWN (DEC 1991)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991)

252.236-7003 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (JAN 1997)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

252.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)

252.236-7006 COST LIMITATION (JAN 1997)

252.236-7007 ADDITIVE OR DEDUCTIVE ITEMS (DEC 1991)

252.236-7008 CONTRACT PRICES-BIDDING SCHEDULES (DEC 1991)

252.236-7011 OVERSEAS ARCHITECT-ENGINEER SERVICES- RESTRICTION TO UNITED STATES FIRMS (JAN 1997)

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JUN 2013)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)

- 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016)
- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
- 252.239-7017 NOTICE OF SUPPLY CHAIN RISK (NOV 2013)
- 252.239-7018 SUPPLY CHAIN RISK (OCT 2015)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (JUN 2013)
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (ODEC 2017)
- 252.246-7001 WARRANTY OF DATA-BASIC (MAR 2014) ALTERNATE II (MAR 2014)
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (SUPPLIER shall provide notifications to BAE SYSTEMS and the ACO and PCO for the Prime Contract.)
- 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applicable for CAS-covered suppliers) (AUG 2016)
- 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

**2. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$150,000**

- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012)
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2014)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (APR 2014) (Applicable in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000.)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015)

**3. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$1,000,000**

- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.236-7009 OPTION FOR SUPERVISION AND INSPECTION SERVICES (DEC 1991)
- 252.236-7010 OVERSEAS MILITARY CONSTRUCTION-PREFERENCE FOR UNITED STATES FIRMS (JAN 1997)

**4. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$1,500,000**

- 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

**5. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item:**

- 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2016)

**6. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is for a Non-Commercial Item:**

- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)
- 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)
- 252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (FEB 2014) (Applicable in lieu of FAR 52.227-14)
- 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (FEB 2014)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (In this clause, the term "contract" and "subcontract" shall not change in meaning.)
- 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
- 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)
- 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010)
- 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)
- 252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

**7. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item:**

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (In this clause, the terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) thru (d).)

**8. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds \$1,000,000 and is for a Non-Commercial Item:**

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

**9. The following additional clauses apply to this as defined by the respective DFARS clause if the Contract is for a Commercial Item:**

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (FEB 2014)

**10. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is Cost Type:**

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)