

**BAEDOC USGOVA-CON****FLOW DOWN PROVISIONS FOR SUBCONTRACT/PURCHASE ORDERS FOR ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT – CONSTRUCTION****A. GOVERNMENT SUBCONTRACT****B. AMENDMENTS REQUIRED BY PRIME CONTRACT****C. PRESERVATION OF THE GOVERNMENT’S RIGHTS****D. FAR FLOWDOWN CLAUSES**

1. as defined by the respective FAR clause
2. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000
3. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$15,000
4. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$30,000
5. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$250,000
6. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$750,000
7. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$5,500,000
8. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$6,000,000 and the period of performance exceeds 120 days
9. as defined by the respective FAR clause if the value of this Contract equals or exceeds \$10,000,000
10. as defined by the respective FAR clause if the Contract is for a Non-Commercial Item
11. as defined by the respective FAR clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item
12. as defined by the respective FAR clause if the Contract equals or exceeds \$750,000 and is for a Non-Commercial Item
13. as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item
14. as defined by the respective FAR clause if the Contract is Fixed Price for Non-Commercial Items

15. as defined by the respective FAR clause if the Contract is Cost Type or Time and Material for a Non-Commercial Items
16. as defined by the respective FAR clause if the Contract is for a Commercial Item

**E. CERTIFICATIONS AND REPRESENTATIONS**

1. The following additional clauses apply to this Contract as defined by the respective FAR clause
2. The following additional referenced clauses apply to this Contract as written
3. The following additional representations apply
  - A. CONFLICT OF INTEREST
  - B. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)

**F. DFARS FLOWDOWN CLAUSES**

1. as defined by the respective DFARS clause
2. as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$150,000
3. as defined by the respective DFARS clause if the value of this Contract equals or exceeds \$1,000,000
4. as defined by the respective FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item
5. as defined by the respective DFARS clause if the Contract is for a Non-Commercial Item
6. as defined by the respective DFARS clause if the Contract equals or exceeds \$150,000 and is for a Non-Commercial Item
7. as defined by the respective DFARS clause if the Contract equals or exceeds \$1,000,000 and is for a Non-Commercial Item
8. as defined by the respective DFARS clause if the Contract is for a Commercial Item
9. as defined by the respective DFARS clause if the Contract is Cost Type

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:**

- 52.202-1 DEFINITIONS (JUN 2020)
- 52.203-8 CANCELANON, RESCISSION, AND RECOVERY 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 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (JUN 2020)
- 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 2018)
- 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 2018)
- 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 (AUG 2020)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
- 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (OCT 2020)
- 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- 52.211-7 ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)
- 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
- 52.211-13 TIME EXTENSIONS (SEPT 2000)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008)
- 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)
- 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 2016)
- 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)
- 52.214-5 SUBMISSION OF BIDS (DEC 2016)
- 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)	52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)
52.214-10	CONTRACT AWARD-SEALED BIDDING (JUL 1990)	52.222-7	WITHOLDING OF FUNDS (MAY 2014)
52.214-12	PREPARATON OF BIDS (APR 1984)	52.222-8	PAYROLLS AND BASIC RECORDS (JUL 2021)
52.214-18	PREPARATION OF BIDS-CONSTRUCTION (APR 1984)	52.222-9	APPRENTICES AND TRAINEES (JUL 2005)
52.214-19	CONTRACT AWARD-SEALED BIDDING-CONSTRUCTION (AUG 1996)	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.214-22	EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)	52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
52.214-23	LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF TECHNICAL PROPOSALS UNDER TWO-STEP SEALED BIDDING (NOV 1999)	52.222-12	CONTRACT TERMINATION – DEBARMENT (MAY 2014)
52.214-24	MULTIPLE TECHNICAL PROPOSALS (APR 1984)	52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
52.214-29	ORDER OF PRECEDENCE-SEALED BIDDING (JAN 1986)	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (NOV 2021)	52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)	52.222-16	APPROVAL OF WAGE RATES (MAY 2014)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021)	52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2022)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018). Only section (h) applies	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING (JUN 2020)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (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.)	52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Only subparagraphs (c) (1)-(11) applies)
52.219-14	LIMITATIONS ON SUBCONTRACTING (SEP 2021)	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET ASIDE (SEP 2021)	52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (SEP 2021)	52.222-33	NOTICE OF REQUIREMENT FOR PROJECT LABOR AGREEMENT (MAY 2010)
52.219-29	NOTICE OF SET ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (SEP 2021)	52.222-30	CONSTRUCTION WAGE RATE REQUIREMENTS-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)
52.219-30	NOTICE OF SET ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS PROGRAM (SEP 2021)	52.222-34	PROJECT LABOR AGREEMENT (MAY 2010)
52.222-1	NOTICE OF GOVERNMENT LABOR DISPUTES (FEB 1997)	52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
52.222-3	CONVICT LABOR (JUN 2003)	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK (MAY 2014)	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)
		52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MAY 2014)
		52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021) (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)	52.227-22	MAJOR SYSTEM-MINIMUM RIGHTS (JUN 1987)
		52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
		52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021)	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JAN 2022)	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 (NOV 2021)
52.223-1	BIOBASED PRODUCT CERTIFICATION (MAY 2012)	52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
		52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIO-BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)		
		52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2008)	52.236-6	SUPERINTENDENCE BY CONTRACTOR (APR 1984)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (In the blank insert "30.")	52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)	52.236-12	CLEANING UP (APR 1984)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)	52.236-13	ACCIDENT PREVENTION (NOV 1991)
		52.236-17	LAYOUT OF WORK (APR 1984)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)	52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	52.236-19	ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
		52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.223-99	ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)	52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)
52.225-9	BUY AMERICAN ACT – CONSTRUCTION MATERIALS (NOV 2021)	52.237-1	SITE VISIT (APR 1984)
52.225-10	NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.225-11	BUY AMERICAN CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2021)	52.242-13	BANKRUPTCY (JUL 1995)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)	52.242-14	SUSPENSION OF WORK (APR 1984)
		52.242-15	STOP WORK ORDER (AUG 1989)
52.225-22	NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS-BUY AMERICAN ACT-CONSTRUCTION MATERIALS (JAN 2021)	52.242-15 Alt 1	STOP WORK ORDER, ALT 1 (AUG 1989)
		52.243-4	CHANGES (JUN 2007)
52.226-5	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (NOV 2007)	52.244-2	SUBCONTRACTS (JUN 2020) (Only sections (g) and (h) apply)
		52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS

	(JAN 2022)	
52.245-1	GOVERNMENT PROPERTY (SEP 2021) (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.")	
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)	
52.245-9	USE AND CHARGES (APR 2012)	
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)	
52.246-13	INSPECTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)	
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)	
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)	
<b>2.</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:</b>	
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)	
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	
<b>3.</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 \$15,000:</b>	
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)	
<b>4.</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 \$30,000:</b>	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) Note: BAE SYSTEMS requires that all SELLERS register and annually update the System for Award Management (SAM)	
<b>5.</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 \$250,000:</b>	
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)	
52.203-3	GRATUITIES (APR 1984)	
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (NOV 2021)	

52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.248-1	VALUE ENGINEERING (JUN 2020)
52.210-1	MARKET RESEARCH (NOV 2021)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.227-4	PATENT INDEMNITY – CONSTRUCTION CONTRACTS (DEC 2007)
52.227-6	ROYALTY INFORMATION (APR 1984)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.246-25	LIMITATION OF LIABILITY-SERVICES (FEB 1997)
<b>6.</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 \$750,000:</b>
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) (The SELLER's subcontracting plan is incorporated herein by reference.)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (SEP 2021) (Delete subparagraphs (d) and (e).)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (SEP 2021)
<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 \$5,500,000:</b>
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
52.209-12	CERTIFICATION REGARDING TAX MATTERS (OCT 2020)
<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 \$6,000,000 and the period of performance exceeds 120 days:</b>
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
<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>
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
<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>
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

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.	52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.	52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)	52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUNE 2003)	52.230-2	COST ACCOUNTING STANDARDS (JUN 2020) (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020) (When referenced in this Contract, Modified CAS Coverage applies. Delete paragraph (b) of the clause.)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)	52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (JUN 2020)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (In paragraph (a) (1) and (a) (2) “30 days” is changed to “25 days.”	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)	52.233-2	SERVICE OF PROTEST (SEP 2006)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	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.”)
52.224-2	PRIVACY ACT (APR 1984)	52.233-4	APPLICABLE LOAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.227-9	REFUND OF ROYALTIES (APR 1984)	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applicable if this Contract involves international air transportation.)
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007)	<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>	
52.227-11	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.)	52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
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	52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
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.)	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)
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 Contactor elects to assume directly the liability to subcontractor employees, a clause similar to this clause (including this sentence) imposing upon those subcontractors	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)
		52.215-2	AUDIT AND RECORDS-NEGOTIATION (JUN 2020)
		52.215-14	INTEGRITY OF UNIT PRICES (NOV 2021) (Delete paragraph (b) of the clause.)

52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION (MAR 2018)	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.”)
52.222-38	COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)		
52.242-13	BANKRUPTCY (JUL 1995)	52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.248-2	VALUE ENGINEERING – ARCHITECT-ENGINEER (MAR 1990)	52.229-7	TAXES – FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.248-3	VALUE ENGINEERING - CONSTRUCTION (OCT 2020)	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.)
<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>			
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (JUN 2020)		
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (JUN 2020)		
<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>		52.249-3	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.)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (NOV 2021) (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>			
52.214-26	AUDIT AND RECORDS- SEALED BIDDING (JUN 2020)		
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (JUN 2020)	52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984) (Timely performance is a material element of this Contract.)
52.214-28	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (AUG 2020)		
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.”)	<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>	
52.216-6	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.”)	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
52.216-9	FIXED FEE-CONSTRUCTION (JUN 2011)	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)
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.”)	52.216-8	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 (NOV 2021)
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2022)

**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 TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)  
(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 \$550,000)
- 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (AUG 2009)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR

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

- a) FAR 52.209-5 -- Certification Regarding Responsibility Matters (AUG 2020) (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 (NOV 2021) 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 (OCT 2018) 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:**

**A. CONFLICT OF INTEREST**

- i. Seller acknowledges that FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, governs Work performed under this Agreement.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

**B. 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021)**

- a) This provision does not apply to acquisitions at or 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 at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; 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 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. These 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:**

- 245.602-1 INVENTORY DISPOSAL SCHEDULES (AUG 2011)
- 245.602-3 SCREENING (AUG 2011)
- 245.602-70 PLANT CLEARANCE PROCEDURES (AUG 2011)
- 245.604-3 SALE OF SURPLUS PROPERTY (AUG 2011)
- 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 OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED 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)	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (Paragraphs (c) (6), (d), and (e) (1) are deleted)
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)	252.225-7010	COMMERICAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAR 2022)
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)	252.225-7013	DUTY-FREE ENTRY (MAR 2022)
252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)
252.204-7021	CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENTS (NOV 2020)	252.225-7017	PHOTOVOLTAIC DEVICES (MAR 2022)
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)	252.225-7018	PHOTOVOLTAIC DEVICES – CERTIFICATE (JAN 2020)
252.209-7999	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	252.225-7021	TRADE AGREEMENTS-BASIC (MAR 2022)
252.211-7003	ITEM IDENTIFICATION AND VALUATION (MAR 2022)	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (MAR 2022)	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD Contracts) (DEC 2019)	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019)	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES-EVALUATION OF OFFERS (APR 2003)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003)
252.223-7003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES (DEC 1991)	252.225-7039	DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUN 2016)
252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS-BASIC (SEP 2014)	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015).
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)	252.225-7048	EXPORT-CONTROLLED ITEMS (JUN 2013)
252.223-7999	ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-00009) (OCT 2021)	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (In e (1), "Contractor" shall mean BAE SYSTEMS.)
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM-BASIC (MAR 2022)	252.229-7011	REPORTING OF FOREIGN TAXES – U.S. ASSISTANCE PROGRAMS (SEP 2005)
252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)	252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)	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)

- ADMINISTRATION (MAY 2014)
- 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 (FEB 2019)
- 252.239-7018 SUPPLY CHAIN RISK (FEB 2019)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (OCT 2020)
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 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 RESERVED
- 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 COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (FEB 2019) (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 (JUN 2020)
- 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 RESERVED
- 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 FAR clause if the Contract equals or exceeds \$5,500,000 and is for a Non-Commercial Item:**
- 252.203-7004 DISPLAY OF HOTLINE POSTER(S) (AUG 2019)
- 5. 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 (MAR 2022) (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 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

**6. 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).)

**7. 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)

**8. 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 (MAR 2022)

**9. 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)