BAE SYSTEMS US GOVERNMENT A
BAEDOC USGOVA

FLOW DOWN PROVISIONS FOR SUBCONTRACT/PURCHASE ORDERS FOR ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT - DOMESTIC AND INTERNATIONAL/COMMERCIAL AND NON-COMMERCIAL PRODUCTS

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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 unless made inapplicable by their respective notes, if any. 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, 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, DFARS or supplement 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 applicable, class deviations found at https://www.acq.osd.mil/dpap/dars/class deviations.html shall take precedence over the relevant flow down. If corresponding FAR and DFARS clauses are referenced, DFARS has first precedence, followed by the FAR. 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 BAEDOC USGOV documents.

A. GOVERNMENT SUBCONTRACT

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

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

1. "Commercial Product" means a commercial product as defined in FAR 2.101 or DFARS 202.101.

2. "Contract" means this Contract.

3. "Contractor" means VENDOR, as defined in BAEDOC USGOV 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 VENDOR 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.

6. 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. VENDOR shall incorporate, and require that each lower tier contractor supporting this Purchase Order incorporate, all applicable regulations in accordance with the flow down requirements specified in such clauses.

7. Government rights to contract data, information, tooling, or designs arising from subcontracts assigned under Government Prime Contracts are protected by the clauses in the Prime Contract and/or clauses mandated by the FAR or DFARS to be flowed down to the subcontract.

B. AMENDMENTS REQUIRED BY PRIME CONTRACT

VENDOR 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 VENDOR'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 (for Commercial and Non-Commercial Products):

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

52.204-2 [Reserved per FAR Overhaul, see DFARS Deviation 2026-O0038. Substance of clause now incorporated into FAR 52.240-92.]

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JAN 2025)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

52.204-21 [Reserved per FAR Overhaul, see DFARS Deviation 2026-O0038. Substance of clause now incorporated into FAR 52.240-93.]

52.204-23 [Reserved per FAR Overhaul, see DFARS Deviation 2026-O0038. Substance of clause now incorporated into FAR 52.240-91.]

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

52.204-25 [Reserved per FAR Overhaul, see DFARS Deviation 2026-O0038. Substance of clause now incorporated into FAR 52.240-91.]

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (OCT 2020)

52.204-27 [Reserved per FAR Overhaul, see DFARS Deviation 2026-O0038. Substance of clause now incorporated into FAR 52.240-91.]

52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023)

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – REPRESENTATION AND DISCLOSURES (DEC 2023)

52.204-30 [Reserved per FAR Overhaul, see DFARS Deviation 2026-O0038. Substance of clause now incorporated into FAR 52.240-91.]

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) (When called out on the face of this contract)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (FEB 2026) (DFARS Deviation 2026-O0038) (Note 2 applies in paragraph (a)(1).)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (FEB 2026) (DFARS Deviation 2026-O0038) (Note 2 applies in paragraphs (a)(1) and (b).)

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (FEB 2026) (DFARS Deviation 2026-O0038)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) (Only section (h) applies)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026) (DFARS Deviation 2026-O0038).

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Only subparagraphs (c) (1)-(11) apply.)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (FEB 2026) (DFARS Deviation 2026-O0038)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2026) (DFARS Deviation 2026-O0038).

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026) (DFARS Deviation 2026-O0038)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (FEB 2026) (DFARS Deviation 2026-O0038

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (FEB 2026) (DFARS Deviation 2026-O0038)

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (2026)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (FEB 2026) (DFARS Deviation 2026-O0038) In the blank insert “30.”)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (FEB 2026) (DFARS Deviation 2026-O0038)

52.225-1 BUY AMERICAN—SUPPLIES (FEB 2026) (DFARS Deviation 2026-O0038)

52.225-5 TRADE AGREEMENTS (NOV 2023)

52.225-8 DUTY-FREE ENTRY (OCT 2025)

52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016)

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.232-16 PROGRESS PAYMENTS (NOV 2021)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) (Applicable to small businesses only and only when BAE Systems is the Prime contractor)

52.240-91 SECURITY PROHIBITION AND EXCLUSIONS (NOV 2025)

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS 9NOV 2025)

52.244-2 SUBCONTRACTS (JUN 2020) (Only sections (g) and (h) apply)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) (DFARS Deviation 2026-O0038)

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 BAE SYSTEMS." The following is added as paragraph (n) "VENDOR" shall provide to BAE SYSTEMS immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of VENDOR's property control system.".)

52.245-9 USE AND CHARGES (APR 2012)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

52.246-26 REPORTING NONCONFORMING ITEMS (NOV 2024) Applies if this Contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to BAE SYSTEMS INC. SUPPLIER shall notify BAE SYSTEMS INC when it issues a GIDEP report pursuant to this clause).

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2026) (DFARS Deviation 2026-O0038)

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 (for Commercial and Non-Commercial Products):

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (FEB 2026) (DFARS Deviation 2026-O0038)

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 $20,000 (for Commercial and Non-Commercial Products):

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FEB 2026) (DFARS Deviation 2026-O0038)

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 $40,000 (for Commercial and Non-Commercial Products):

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) Note: BAE SYSTEMS requires that all VENDORS register and annually update the System for Award Management (SAM)

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 $200,000 (for Commercial and Non-Commercial Products):

52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020).

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS -OVERTIME COMPENSATION (FEB 2026) (DFARS Deviation 2026-O0038)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FEB 2026) (DFARS Deviation 2026-O0038)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DFARS Deviation 2026-O0038).

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 $350,000 (for Commercial and Non-Commercial Products):

52.203-3 GRATUITIES (APR 1984)

52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES – FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)

52.244-5 COMPETITION IN SUBCONTRACTING (AUG 2024)

7. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds $900,000 (for Commercial and Non-Commercial Products):

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (FEB 2026) (DFARS Deviation 2026-O0038). The SUPPLIER'S subcontracting plan is incorporated herein by reference.)

52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (SEP 2021) (Delete subparagraphs (d) and (e).)

8. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds $7,000,000 (for Commercial and Non-Commercial Products):

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

9. The following additional clauses apply to this Contract as defined by the respective FAR clause if the value of this Contract equals or exceeds $7,500,000 and the period of performance exceeds 120 days (for Commercial and Non-Commercial Products):

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021) Contact BAE SYSTEMS Procurement Representative if assistance is required obtaining any required posters.)

10. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract is for a Non-Commercial Product:

52.211-5 MATERIAL REQUIREMENTS (FEB 2026) (DFARS Deviation 2026-O0038).

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.

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (FEB 2026) (DFARS Deviation 2026-O0038) Rights and obligations under this clause shall survive completion of the work and final payment under this Contract.)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (FEB 2026) (DFARS Deviation 2026-O0038)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUNE 2003)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (FEB 2026) (DFARS Deviation 2026-O0038)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (FEB 2026) (DFARS Deviation 2026-O0038). (In paragraph (a)(1) and (a)(2) "30 days" is changed to "25 days.")

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026) (DFARS Deviation 2026 O0038) (

52.224-2 PRIVACY ACT (APR 1984)

52.227-9 REFUND OF ROYALTIES (APR 1984)

52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007)

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.)

52.227-13 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.)

52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (The VENDOR 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.)

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) The VENDOR 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 this requirement to provide workers' compensation insurance coverage and/or war-hazard benefits.)

52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)

52.230-2 COST ACCOUNTING STANDARDS (FEB 2026) (DFARS Deviation 2026-O0038) Delete paragraph (b) of the clause.)

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (FEB 2026) (DFARS Deviation 2026 O0038) When referenced in this Contract, Modified CAS Coverage applies. Delete paragraph (b) of the clause.)

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52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS FEB 2026) (DFARS Deviation 2026-O0038)

52.230-5 COST ACCOUNTING STANDARDS-EDUCATIONAL INSTITUTION (FEB 2026) (DFARS Deviation 2026 O0038) (When referenced in this Contract, full CAS Coverage applies. Delete paragraph (b) of the clause.)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (FEB 2026) (DFARS Deviation 2026-O0038) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

52.233-3 PROTEST AFTER AWARD (FEB 2026) (DFARS Deviation 2026-O0038) (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 VENDOR, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b) (2). In paragraph (f) add after "33.104(h) (1)" "and recovers those costs from BAE SYSTEMS." For the purposes of this clause, the first reference to "Government" shall mean Government.)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (FEB 2026) (DFARS Deviation 2026-O0038)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

52.242-15 STOP-WORK ORDER (AUG 1989) (In paragraph (a) "90 days" is changed to "100 days," in paragraph (b) "30 days" is changed to "20 days.")

52.243-6 CHANGE ORDER ACCOUNTING (FEB 2026) (DFARS Deviation 2026-O0038) (Applicable only if the Prime Contract requires Change Order Accounting.)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025) (Applicable if this Contract involves international air transportation.)

11. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds $350,000 and is for a Non-Commercial Product:

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) Alternate I updated to NOV 2021

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

52.215-2 AUDIT AND RECORDS-NEGOTIATION (FEB 2026) (DFARS Deviation 2026-O0038)

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021) (Delete paragraph (b) of the clause.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

52.242-13 BANKRUPTCY (JUL 1995)

52.248-1 VALUE ENGINEERING (JUN 2020)

12. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds the thresholds set forth in FAR 15.403-4(a)(1) and is for a Non-Commercial Product:

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (FEB 2026) (DFARS Deviation 2026-O0038)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (FEB 2026) (DFARS Deviation 2026-O0038)

13. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds $10,000,000:

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

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 Product:

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)

52.214-28 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (JUN 2020)

52.216-5 PRICE REDETERMINATION - PROSPECTIVE (JAN 2022) (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 VENDOR pursuant to the Disputes/Jury Waiver clause of this Contract.".)

52.216-6 PRICE REDETERMINATION-RETROACTIVE (JAN 2022) (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 VENDOR pursuant to the Disputes/Jury Waiver clause of this Contract.")

52.216-16 INCENTIVE PRICE REVISION-FIRM TARGET (JAN 2022) 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 VENDOR pursuant to the Disputes/Jury Waiver clause of this Contract.".)

52.216-17 INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS (JAN 2022) (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 VENDOR pursuant to the Disputes/Jury Waiver clause of this Contract.")

52.243-1 CHANGES - FIXED PRICE (FEB 2026)) (DFARS Deviation 2026-O0038). (Replace paragraph (a) with the following: BAE SYSTEMS Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work ("SOW"), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of BAE SYSTEMS furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. VENDOR shall comply immediately with such direction.)

52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)

52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT – FIXED PRICE (AUG 1996).

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (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.)

52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984) (Timely performance is a material element of this Contract.)

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 or Fixed Price Incentive for a Non-Commercial Product:

52.216-8 FIXED FEE (JUN 2011)

52.216-10 INCENTIVE FEE (JUN 2011) (The amounts in paragraph (e) are set forth on the face of this Contract. In subparagraphs (e) (4) (v) and (e) (4) (vi) where "Government" is unchanged.)

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)

52.232-7 PAYMENTS UNDER TIME-AND- MATERIALS AND LABOR-HOUR CONTRACTS (NOV 2021)

52.232-20 LIMITATION OF COST (APR 1984) (Applicable when this Contract becomes 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".)

52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987). (Replace paragraph (a) with the following: BAE SYSTEMS Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work ("SOW"), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of BAE SYSTEMS furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. Contractor shall comply immediately with such direction.)

52.243-3 CHANGES - TIME-AND- MATERIALS OR LABOR-HOURS (SEP 2000) (Replace paragraph (a) with the following: BAE SYSTEMS Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work ("SOW"), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of BAE SYSTEMS furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. Contractor shall comply immediately with such direction.)

52.246-3 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (In subparagraph (e) change "60 days" to "120 days" and in subparagraph (f) change "6 months "to" 12 months".)

52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)

52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT – COST-REIMBURSEMENT (MAY 2001).

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.)

52.249-14 EXCUSABLE DELAYS (APR 1984)

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERICAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

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 2024)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015)

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 Transactions Relating to Iran – Representation and Certification (JUN 2020)

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 VENDOR certifies, to the best of its knowledge and belief, that The VENDOR 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 VENDOR 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 (DFARS Deviation 2026-O0038) (Copies of notices provided by SUPPLIER to the Contracting Officer shall be provided to BAE SYSTEMS, INC.) 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) GSA issued a class deviation (CD-2025-04) that **suspends the enforcement of FAR 52.222-22 and related clauses** under FAR Subpart 22.8.

d) FAR 52.222-25 Affirmative Action Compliance (APR 1984) The FAR overhaul continues the suspension of enforcement for clauses like 52.222-25 until they are either rescinded or formally incorporated into the revised FAR text (DFARS 2026-O0038). As such, federal contractors are **not currently required to comply** with its affirmative action reporting requirements due to the combination of executive orders, OFCCP guidance, and FAR deviations.

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 Information Regarding Responsibility Matters (OCT 2018)

If VENDOR has current active Federal contracts and grants with a total value greater than $10,000,000, the VENDOR 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 VENDOR 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 VENDOR 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. VENDOR acknowledges that FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, governs Work performed under this Agreement.

ii. VENDOR 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, VENDOR 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 VENDOR appropriate constraints to neutralize or mitigate that conflict of interest, up to and including, termination of this Agreement.

iv. The term VENDOR as used in this Article shall mean: (1) the organization entering into this Agreement with BAE Systems; (2) all business organizations with which VENDOR 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 VENDOR; (3) VENDOR'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 VENDOR has direct or indirect control, now or in the future.

v. In connection with a particular constraint, VENDOR 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 VENDOR's proposal

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

i. This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products as defined at FAR 2.101.

ii. Certification by submission of offer and/or acceptance of this order

(1) The VENDOR 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 VENDOR 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 (for Commercial and Non-Commercial Products):

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

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 (JAN 2023)

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 COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

252.204-7020 [Reserved per FAR Overhaul, see DFARS Deviation 2026-O0025. Substance of clause now incorporated into DFARS 252.240-7997.]

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT (NOV 2025) (Applies for all information systems used in performance of the Contract that process, store and/or transmit Federal Contract Information (FCI) or Controlled Unclassified Information (CUI), as such terms are defined in paragraph (a), except if this Contract is solely for commercially available off-the-shelf (COTS) items. CMMC Level required in accordance with paragraph (d)(1)(i) for performance of the Work will be specified in the Contract. Subparagraph (e)(1) excluded. SUPPLIER shall furnish copies of any reports submitted by SUPPLIER to the Government in accordance with this clause simultaneously to BAE SYSTEMS, INC.)

252.204-7024 NOTICE ON THE USE OF THE VENDOR PERFORMANCE RISK SYSTEM (MAR 2023)

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 ANY FEDERAL LAW

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2023)

252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEC 2022)

252.223-7001 HAZARD WARNING LABELS (AUG 2025)

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (NOV 2023)

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

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

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (NOV 2023)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM FEB 2024)

252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)

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

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) (paragraphs (c) (6), (d), and (e) (1) are deleted)

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

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

252.225-7013 DUTY-FREE ENTRY (AUG 2025)

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

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023)

252.225-7017 PHOTOVOLTAIC DEVICES (MAR 2024)

252.225-7018 PHOTOVOLTAIC DEVICES – CERTIFICATE (MAR 2024)

252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN (MAY 2024)

252.225-7021 TRADE AGREEMENTS (FEB 2024) (Applicable in lieu of the clause at FAR 52.225-5 TRADE AGREEMENTS)

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)

252.225-7036 BUY AMERICAN – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM-BASIC (FEB 2024)

252.225-7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE OF THE UNITED STATES (JAN 2023)

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

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

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024)

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023)

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022)

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION – REPRESENTATION (JUN 2023)

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023)

252.225-7063 RESTRICTION ON ACQUISITION OF COMPONENTS TO T-AO 205 AND T-ARC CLASS VESSELS (MAY 2024)

252.225-7064 RESTRICTION ON ACQUISITION OF CERTAIN SATELLITE COMPONENTS (MAY 2024)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) (In e (1), "Contractor" shall mean BAE SYSTEMS.)

252.226-7003 DRUG-FREE WORK FORCE (AUG 2024) Limited to use only on classified contracts or where contracting officer determines necessary for national security. Must be over SAT, NON commercial, and domestic.

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

252.229-7014 FULL EXEMPTION FROM TWO-PERCENT EXCISE TAX ON CERTAIN FOREIGN PROCUREMENTS (OCT 2022)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.232-7015 PERFORMANCE-BASED PAYMENTS – REPRESENTATION (DEC 2022) (REQUIRED FOR CONTRACTS THAT INCLUDE PERFORMANCE-BASED PAYMENTS)

252.232-7016 NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS (APR 2020) (REQUIRED FOR CONTRACTS THAT INCLUDE PERFORMANCE-BASED PAYMENTS)

252.232-7018 PROGRESS PAYMENTS – MULTIPLE LOTS (MAY 2023)

252.235-7003 FREQUENCY AUTHORIZATION-BASIC (MAR 2014)

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JAN 2023)

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

252.239-7010 CLOUD COMPUTING SERVICES (JAN 2023)

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

252.239-7017 NOTICE OF SUPPLY CHAIN RISK (DEC 2022)

252.239-7018 SUPPLY CHAIN RISK (DEC 2022)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024)

252.246-7001 WARRANTY OF DATA-BASIC (MAR 2014) ALTERNATE II (MAR 2014)

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) (VENDOR 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 (JAN 2023) (Excluding introductory text and including paragraphs (a) through (e).)

252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023)

Additional Requirements to BAEDOC USGOV for non-CAS Subcontractors:

Under Clause **COUNTERFEIT PARTS: PREVENTION AND NOTIFICATION,** paragraph c): Additionally, the VENDOR'S Counterfeit Parts Prevention and Detection system shall have expanding levels of control based on increasing risk in order to ensure that human safety and mission success are not compromised. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part, the probability that the inspection or test method selected will detect a Counterfeit Electronic Part, and the potential negative consequences of a Counterfeit Electronic Part being used. The system shall include a process for keeping continually informed of current counterfeiting information, trends and GIDEP reports, using such information to continuously update internal procedures and systems as necessary. The system shall consider means to contribute to the abolishment of Counterfeit Electronic Parts proliferation.

Additionally, for either products delivered under this contract containing Electronic Parts or Electronic Parts procured for this contract: If Electronic Parts are determined to be Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts, notification will also be made not later than 60 days after such determination to the Government-Industry Data Exchange Program (GIDEP).

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 (for Commercial and Non-Commercial Products):

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2022)

252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2022)

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (JAN 2025)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (OCT 2024) (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 (DEC 2022)

3. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the value of this Contract exceeds the Simplified Acquisition Threshold (for Commercial and Non-Commercial Products):

252.215-7010 REQUIREMENTS FOR CERTIFIED COST OF PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (MAY 2024)

4. The following additional clauses apply to this Contract as defined by the respective FAR clause if the Contract equals or exceeds $7,500,000 and is for a Non-Commercial Products:

252.203-7004 DISPLAY OF HOTLINE POSTER(S) (JAN 2023)

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

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (JAN 2025)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

252.227-7013 RIGHTS IN TECHNICAL DATA - OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN2025) (Applicable in lieu of FAR 52.227-14)

252.227-7014 RIGHTS IN OTHER THAN COMMERCIAL COMPUTER SOFTWARE AND OTHER THAN COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (AUG 2025) (Applies in lieu of FAR 52.227-14.)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2025)

252.227-7018 RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM AND SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM (JAN 2025)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JAN 2025)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2025)

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 (JAN 2025) (In this clause, the term "contract" and "subcontract" shall not change in meaning.)

252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (JAN 2025)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JAN 2025)

252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)

252.228-7001 GROUND AND FLIGHT RISK (MAR 2023)

252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (MAR 2023)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (JAN 2025)

6. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds $250,000 and is for a Non-Commercial Product:

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (JAN2023) (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 Product:

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)

8. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract equals or exceeds $50,000,000 and is for a Non-Commercial Product:

252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM- BASIC (NOV 2014)

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

252.227-7015 TECHNICAL DATA - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

10. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract is Cost Type, Incentive or T&M:

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (JAN 2025)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (JAN 2025)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (JAN 2025)

11. The following additional clauses apply to this Contract as defined by the respective DFARS clause if the Contract exceeds the simplified acquisition threshold and is for the acquisition of commercial product and commercial services:

252.225-7961 RESTRICTION ON ACQUISITION OF CERTAIN MAGNETS, TANTALUM AND TUNGSTEN (JUN 2026) DEVIATION 2026-00041)