

HELICOMB INTERNATIONAL, INC.



STANDARD WORK INSTRUCTION

Supplier Purchase Order Conditions (SPOC)

Helicomb International, Inc., dba PCC Structurals Helicomb
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Tulsa, Oklahoma 74112-6603
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OVERVIEW

This document establishes Helicomb's customer and/or U.S. government contractual requirements that will be flowed down to our supply chain. The supplier purchase order conditions contained in this document are in addition to Helicomb's SQR-10000 Supplier Requirements, HWI 74-00 Supplier Quality Requirements, PCC Airframe Terms and Conditions of Purchase and PCC Supplier Integrity Guide. These requirements are applicable when one or more of the following Supplier Purchase Order Clauses (P1XXX) are included by code on Helicomb's Contract/Purchase Order.

The conditions indicated herein are an integral part of the contract (PO). Compliance with these requirements does not reduce Seller responsibility for furnishing materials and services, which fully comply with all applicable Drawing and Specification Requirements, nor does it guarantee acceptance of materials or services by Helicomb.

Clauses in this document may not be applicable to specific orders due to the type of Order or dollar thresholds under requirements of FAR, DFAR, NAVAIR, or mandatory flow down requirements of a particular U.S. Government prime contract. When applicable, for U.S. government flow downs "contracting officer" means "buyer" and "offeror" means "seller".

Contact the Helicomb Procurement Agent for archived supplier purchase order conditions (SPOC).

P1001 PCC Airframe Products Terms & Conditions

Should the supplier not have access to this document contact the Helicomb Procurement Agent immediately.

P1002 PCC Supplier Integrity Guide

Should the supplier not have access to this document contact the Helicomb Procurement Agent immediately.

P1003 Helicomb Supplier Requirements SQR-10000

Should the supplier not have access to this document contact the Helicomb Procurement Agent immediately.

P1004 Helicomb Supplier Requirements HWI 74-00

Applicable sections per the Helicomb Purchase Order

Should the supplier not have access to this document contact the Helicomb Procurement Agent immediately.

P1005 Competitive Bid

Supplier is selected as part of a competitive bid process.

P1006 DPAS Rating DX-XX

DPAS RATING DX-A1 (or -A2, A3, A4, A5, A6, A7, B1, B8, B9, C1, C2, C3, C9)

This is a DX rated order that has the highest national defense urgency, and takes preference over DO and unrated orders (based on ship schedule). Seller shall acknowledge receipt of this order within 10 working days. If applicable, contact Helicomb's Procurement Agent for Prime Contract Number.

P1007 DPAS Rating DO-XX

DPAS RATING DO-A1 (or -A2, A3, A4, A5, A6, A7, B1, B8, B9, C1, C2, C3, C9)

This is a DO rated order that has is critical to national defense over unrated orders (based on ship schedule). Seller shall acknowledge receipt of this order within 15 working days. If applicable, contact Helicomb's Procurement Agent for Prime Contract Number.

P1008 Reserved

Reserved

P1009 Reserved

Reserved

P1010 Reserved

Reserved

P1011 Boeing

Inspection at Seller's Facility

At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract (PO), including, but not limited to, production schedule and quality. Any Buyer representative shall be allowed access to all areas used for performance of the Contract (PO). Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.

If Buyer performs an inspection, surveillance, review or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

Property Management & Special Tooling for BDS

This clause is in addition to FAR 52.245-1. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract (PO). Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract (PO) without Buyer's prior written consent. Seller shall notify Buyer's Program Manager and Buyer if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this Contract (PO), Seller shall deliver such property to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

To the extent that Seller, including any subcontractor thereof, uses special tooling, either furnished to or acquired by Seller under this Contract (PO), in the performance of this Contract (PO), Seller shall manage such tooling in accordance with Boeing Special Tooling Requirements. Seller shall maintain a special tooling management process that complies with the requirements of Boeings' D950-11059-1 BDS Seller Special Tooling Requirements Document. Buyer reserves the right to conduct surveillance at Seller's facility to determine whether the Seller's special tooling management process meets the requirements of this SPOC.

Business Conduct, Ethics and Compliance

Seller is expected to adopt and enforce concepts similar to the PCC Supplier Integrity Guide and PCC Code of Conduct, along with being fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, workplace safety and environmental protection.

Environmental Health and Safety

Seller will maintain an environment, health and safety management system (EMS) appropriate for its business throughout the performance of this contract. Seller shall not deliver Goods that contain any asbestos mineral fibers.

Access to Plants and Properties

Where Seller is either entering or performing work at premises owned or controlled by Buyer, or Buyer's customer, or obtaining access electronically to Buyer systems or information, Seller shall comply with: (i) all the rules and regulations established by Buyer or Buyer's customer; and (ii) Buyer requests for information and document to validate citizenship or immigration status of Seller's personnel or subcontractor personnel. If Seller is entering or performing work at premises owned by Boeing, the provisions of Special Provisions 4 (SP4) The Boeing Company On-Site Environmental Health & Safety Supplemental Provisions apply (entire document is located on Boeing's web-site).

Trade Control Compliance

This section is in addition to PCC Airframe Terms & Conditions. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export controlled item, data, or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. Seller shall incorporate into any contracts with its sub-tier supplier's obligations no less restrictive than those set forth in this supplier purchase order condition requiring compliance with all applicable Trade Control Laws.

Insurance (only applies if Seller performs work on premises owned by Buyer or Buyer's Customer)

This section shall apply only if Seller's personnel perform work at premises owned or controlled by Buyer or Buyer's customer.

Commercial General Liability: Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by buyer, Commercial General Liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability and goods and completed operations insurance with limits not less than \$1,000,000 per occurrence for a minimum of twenty-four months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.

Automobile Liability: If licensed vehicles will be used in connection with the performance of work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Worker's Compensation and Employers' Liability: Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor, thereof shall, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or about Buyer's or Buyer's customer's premises. If Buyer is required by an applicable law to pay a Workers' Compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.

Certificates of Insurance: Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for thirty (30) days advance written notice to Buyer in the event of cancellation. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Seller's or subcontractor's obligations hereunder.

Self-Assumption: Any self-insured retention, deductibles and exclusions in coverage in the policies required under this special purchase order condition shall be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of the Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property: Seller assumes and shall ensure that all subcontractors hereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees and agents for any such loss, destruction or damage. At all times, Seller shall, and ensure that a subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities and Veterans

This clause is applicable if this contract exceeds \$10,000. Pursuant to the requirements of 41 CFR Part 60-741.5(a) and 41 CFR Part 60-300.5(a): this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits the discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment protected veterans.

BDS Seller Special Tooling Requirements (only applicable if tooling is involved)

Seller shall maintain a special tooling management process that complies with the requirements of Boeing's D950-11059-1 BDS Seller Special Tooling Requirements Document, incorporated herein and made a part hereof by reference. Buyer and Buyer's customer reserves the right to conduct surveillance at Seller's facility to determine whether Seller's special tooling management process meets the requirements of this supplier purchase order condition. (document is located on Boeing's web-site).

BDS Customer Contract Requirements (CCR)

This applies to Boeing Orders including Customer Contract Requirements (CCR) for Prime Contract W58RGZ-18-D-0082 & W58RGZ-17-C-0059 and includes FARs, DFARs in Sections 1 and 2.

52-203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti -Kickback Procedures
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First Tier Subcontracts Award
52.204-13	System for Award Management Maintenance
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records - Negotiation
52.215-10	Price Reduction for Defective Cost or Pricing Data (applicable if order exceeds the threshold in FAR 15.4063-4(a)(1))
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.215-23	Limitations on Pass-Through Charges
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-28	Post Award Small Business Program Representation
52.222-1	Notice to the Government of Labor Disputes
52.222-17	Nondisplacement of Qualified Workers

52.222-19	Child Labor - Cooperation with Authorities and Remedies
52.222-20	Contracts for Materials, Suppliers, Articles and Equipment Exceeding \$15,000
52.222-21	Prohibition of Non-segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Worker's with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-13	Restriction on Certain Foreign Purchases
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.230-6	Administration of Cost Accounting Standards
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.234-1	Industrial Resources Developed Under Defense Protection Act Title III
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.247-63	Preference for U.S.-Flag Air Carriers
52.248-1	Value Engineering
52.253-1	Computer Generated Forms
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contract-Related Felonies
252.203-7002	Requirement to inform employees of whistleblower rights
252.204-7000	Disclosure of Information
252.204-7004	Alternate A System for Award Management
252.204-7012	Safeguarding Covered Defense Info and Cyber Incident Reporting
252.204-7014	Limitations on the use or disclosure of information by litigation support
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.211-7000	Acquisition Streamlining
252.211-7003	Item Unique ID and Valuation
252.215-7000	Pricing Adjustments
252.219-7003	Small Business Subcontracting Plan
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Reporting of Contract Performance Outside the US and Canada
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	Preference for Certain Domestic Commodities
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7025	Restriction on Acquisition of Forgings
252.225-7048	Export Controlled Item
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, & Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data - Noncommercial Items

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data - Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restriction - Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Info Marked with Restrictive Legends
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data - Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space
252.231-7000	Supplemental Cost Principles
252.234-7002	Earned Value Management System Deviation
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontractors for Commercial Items
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property
252.245-7004	Reporting, Reutilization and Disposal
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea-Basic
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction
252.239-7001	Information Assurance Contractor Training and Certification

BDS Customer Contract Requirements (CCR)

This applies to Boeing Orders including Customer Contract Requirements (CCR) for Prime Contract W58RGZ-18-D-0082 & W58RGZ-17-C-0059 Prime Contract Special Provisions Section 4.

Use of Government Property for Direct Commercial Sales (DCS) Contracts: In consideration of cost savings achieved by combining the US and FMS requirements, and the benefit to the Government of continuation of the product line, Seller is hereby authorized to use any Production and Research property, including special tooling and test equipment (STTE), to which the government has title or the right to acquire title, which may later be transferred to this contract. Government-furnished Material (GFM) provided for aircraft production is excluded.

Disclosure of Information: Controlled Unclassified Information (CUI): Pursuant to DFARS 252.204-7000, Disclosure of Information, Seller shall not, without prior PCO's written approval (obtained through Buyer), release CUI, except (1) to US owned subcontractors requiring such information, which is directly related to the performance of this contract, and (2) to Government auditors or other Government personnel acting in their official capacity. Seller shall not release any unclassified information to foreign governments or international organizations, regardless of transmission medium, pertaining to any part of this contract or to any program related to this contract, to anyone outside the contractor's organization, unless: 1) approval for release through the ITAR process IAW 22CFR125.2 is obtained; or 2) the PCO has given prior written approval; or 3) the information is otherwise in the public domain before the date of release.

For purposes of disclosure, Seller's organization shall include subcontractors for this contract. Seller shall include a similar requirement in each subcontract under this contract. Seller shall submit requests for authorization to release (for Seller and Seller's subcontractors) through the prime contractor to the PCO.

Supply Chain Risk Management: Seller shall notify Buyer if any of its logic bearing hardware, software and firmware used is, or its subcontractors is owned by, operated by, supported by, or otherwise exposed to any person or entity which is not a U.S. Citizen or corporation, or which is owned or controlled by a person or corporation or other business entity which is not a U.S.

citizen or business entity. "Controlled" means that the non U.S. entity or person owns more than 50% of the entity. Seller shall receive approval from the PCO, in writing through Buyer, at the time any contract is entered into, of any such foreign ownership or control of any logic bearing hardware, software and firmware. Seller shall notify the PCO, through the Buyer, of any changes to the status of foreign ownership or control of these contractors or their subcontractors during the period of performance of the Contract.

End User BDS/US GOV

P1012 Bell – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev J.

P1013 CPI - Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev J.

P1014 Gulfstream

Inspection and Facilities

Seller and Seller's subcontractors shall maintain quality control and inspection systems satisfactory to the Buyer. At all reasonable times, including the period of manufacture, Buyer, or Buyer's customer may inspect and test the Goods and inspect the involved plants of the Seller and Seller's subcontractors. Reasonable facilities and assistance for safe and convenient inspection or test shall be provided without cost to the Buyer.

End User GAC/US

P1015 Boeing

Inspection at Seller's Facility

At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract (PO), including, but not limited to, production schedule and quality. Any Buyer representative shall be allowed access to all areas used for performance of the Contract (PO). Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.

If Buyer performs an inspection, surveillance, review or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

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Trade Control Compliance

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Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. Seller shall incorporate into any contracts with its sub-tier supplier's obligations no less restrictive than those set forth in this supplier purchase order condition requiring compliance with all applicable Trade Control Laws.

Insurance (only applies if Seller performs work on premises owned by Buyer or Buyer's Customer)

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Commercial General Liability: Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by buyer, Commercial General Liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability and goods and completed operations insurance with limits not less than \$1,000,000 per occurrence for a minimum of twenty-four months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.

Automobile Liability: If licensed vehicles will be used in connection with the performance of work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Worker's Compensation and Employers' Liability: Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor, thereof shall, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or about Buyer's or Buyer's customer's premises. If Buyer is required by an applicable law to pay a Workers' Compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.

Certificates of Insurance: Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for thirty (30) days advance written notice to Buyer in the event of cancellation. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Seller's or subcontractor's obligations hereunder.

Self-Assumption: Any self-insured retention, deductibles and exclusions in coverage in the policies required under this special purchase order condition shall be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of the Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property: Seller assumes and shall ensure that all subcontractors hereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees and agents for any such loss, destruction or damage. At all times, Seller shall, and ensure that a subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities and Veterans

This clause is applicable if this contract exceeds \$10,000. Pursuant to the requirements of 41 CFR Part 60-741.5(a) and 41 CFR Part 60-300.5(a): this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits the discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment protected veterans.

Material Substitution Prohibition

Unauthorized material substitutions are not permitted on Buyer's Goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes Buyer or Buyer's customer's design, drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and described as approved material substitution) do not constitute unauthorized material substitution. Contact Buyer for details regarding deviations to authorized materials.

Supplier Requirements for Buyer/Government/Customer Property Management

This clause is in addition to FAR 52.245-1. Buyer provided property is defined as: Buyer, Buyer's Customer, U.S. Government owned special tooling, special test equipment, equipment and material. Seller shall establish and implement plans, systems and procedures, which are subject to audit by Buyer, to ensure the effective management of Buyer provided property in accordance with FAR 52.245-1. Seller will provide Buyer, Buyer's customer, and U.S. Government with access to all locations where property accountable to this contract resides, including sub-tier suppliers, for the purpose of said audit.

Seller assumes all risk of loss, destruction or damaged of Buyer provided property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Seller will perform periodic internal reviews, surveillances, self-assessments or audits to assess compliance of Seller's property management system. Seller will notify Buyer in writing of any significant findings or issues that potentially impact or jeopardize the adequacy of Seller's property management system. Seller shall have adequate security processes and procedures in place to protect Buyer provided property, and will limit access to

authorized personnel. Seller will include this clause in all subcontracts at all tiers in which Buyer provided property is acquired or furnished.

Seller will conduct a physical inventory of Buyer provided property, including property in the possession of Seller's subcontractors on an annual basis. Seller will provide Buyer with a written report upon their completion of physical inventory. Seller will submit any documentation/forms required by Buyer related to the loss, damage, destruction or theft of Buyer provided property, provide a corrective action acceptable to Buyer for each incident, and provide assistance to resolve and/or participate with investigations required.

Seller will conduct routine preventative maintenance and repair on Buyer provided property. Prior to modification of Buyer provided property, Seller will obtain written consent from Buyer.

Buyer provided property may not be used in support of any other contract unless specifically authorized in writing by Buyer or Buyer's customer.

Boeing Customer Contract Requirements (CCR)

This applies to Boeing Orders including Customer Contract Requirements (CCR) for Prime Contract W91215-16-G-0001 and includes FARs and DFARs.

52-203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti -Kickback Procedures
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct.
502.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.
52.204-7	System for Award
52.204-13	System for Award Management Maintenance
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records - Negotiation
52.215-10	Price Reduction for Defective Cost or Pricing Data (applicable if order exceeds the threshold in FAR 15.4063-4(a)(1))
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-4	Contract Work Hours and Safety Standards-OT Compensation
52.222-19	Child Labor - Cooperation with Authorities and Remedies
52.222-21	Prohibition of Non-segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Worker's with Disabilities
52.223-11	Ozone-Depleting Substances

52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-13	Restriction on Certain Foreign Purchases
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.230-6	Administration of Cost Accounting Standards
52.232-39	Unenforceability of Unauthorized Obligations
52.234-1	Industrial Resources Developed Under Defense Protection Act Title III
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.248-1	Value Engineering
52.251-1	Government Supply Sources
52.253-1	Computer Generated Forms
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contract-Related Felonies
252.203-7002	Requirement to inform employees of whistleblower rights
252.203-7003	Agency Office of the Inspector General
252.204-7000	Disclosure of Information
252.204-7012	Safeguarding Covered Defense Info and Cyber Incident Reporting
252.204-7014	Limitations on the use or disclosure of information by litigation support
252.209-7010	Critical Safety Items
252.211-7003	Item Unique ID and Valuation
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Reporting of Contract Performance Outside the US and Canada
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7025	Restriction on Acquisition of Forgings
252.225-7048	Export Controlled Item
252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Info Marked with Restrictive Legends
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data - Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space
252.231-7000	Supplemental Cost Principles
252.234-7002	Earned Value Management System Deviation
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontractors for Commercial Items
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property
252.245-7004	Reporting, Reutilization and Disposal
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.249-7002	Notification of Anticipated Contract Termination or Reduction

End User Boeing/US GOV

P1016 Boeing – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1017 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1018 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1019 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1020 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1021 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1022 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1023 Crestview

Materials

For subcontractors, contract manufacturers and authorized distributors: only new and authentic materials are to be used in products delivered to Buyer. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from authorized sources. Independent brokers shall not be used without written consent from the Buyer and Buyer's customer. For raw material, there shall be no more than one distributor between the OEM/Mill and Buyer. The OEM/Mill is tier one; a tier two distributor must provide trace to OEM/Mill. A tier three distributor must provide purchase order trace from the tier two distributor to the OEM/Mill. If unable to purchase from the above, Supplier must have approval from the Buyer to use another source. If no such approval exists, the Buyer must be notified and shall provide consent prior to using another source. Note: any materials furnished by Crestview are considered compliant. This section shall be flowed down to subcontractors at all tiers.

Every article of foreign origin shall be marked in a conspicuous place as legible and permanently as the nature of the article will permit in such manner as to indicate to the ultimate purchaser the English name of the country or origin of the article. This section shall be flowed down to subcontractors at all tiers.

Right of Access

Subject to applicable national security regulations, Buyer, Buyer's customer, and regulatory authorities shall have the right of access, on a non-interference basis, to any area of Seller's or Seller's supply chain sub-tier premises where any part of the work is being performed and to applicable documented information at any level of the supply chain. Seller shall flow this requirement down to its sub-tier supply chain as a condition of this Order. Seller shall, without additional cost to the Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer or Buyer's customer in the performance of their duties.

Export Control and Compliance

Companies engaged in manufacturing or modification of defense articles or furnishing defense services (whether or not defense articles or services are intended for export) are required to register with the Department of State, Directorate of Defense Trade Controls (DDTC) in accordance with ITAR 22.C.F.R 122. If so engaged, Seller by its offer and/or acceptance of this order represents that it is registered with DDTC. Proof or registration will be promptly provided to Buyer upon request.

Seller shall maintain its registration throughout the complete period of performance of this Order, including any warranty period, and shall immediately notify Buyer in the event that any such registration and/or other required authorization is revoked, expired, or invalidated for any reason.

Standards of Business Ethics and Conduct

Seller shall conduct its business fairly, impartially, and in an ethical and proper manner and in doing so Seller shall adhere to PCC Supplier Integrity Guide (see P1002). Seller shall not engage in any personal, business or investment activity that may be defined as a conflict of interest, whether real or perceived. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this Order, Seller is encouraged to exert reasonable effort to report such behavior when warranted. Seller shall implement an awareness program to ensure employees understand their contribution to product/service conformity, product safety, and the importance of ethical behavior. Seller shall include the substance of this clause, including this flow down requirement in all subcontracts awarded by Seller for work under this Order.

Furnished Property

All drawings, tools, jigs, dies, fixtures, materials and other property supplied or paid for by Buyer shall be and remain the property of Buyer or Buyer's customer. If Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespasses or damages of any sort.

All such items shall be used only in the performance of work under this Order unless Buyer consents otherwise in writing.

Seller shall have the obligation to maintain any and all property furnish by Buyer or Buyer's customer to Seller and all property to which Buyer acquires an interest by this Order and shall be responsible for all loss or damage to said property except for normal wear and tear. For U.S. Government contracts, Seller's responsibility for loss or damage to said property shall be determined in accordance with FAR 52.245-1. This clause will be flowed to subordinate suppliers at all tiers.

Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.

Seller shall clearly mark, maintain an inventory, and keep segregated or identifiable all of Buyer or Buyer's customer's property. At Buyer's request, and/or upon completion of this Order, Seller shall submit, in an acceptable form, inventory lists of furnished property and shall deliver or make such other disposal as may be directed by Buyer.

Insurance

If this Order is for the performance of services on Buyer's, or Buyer's customer's premises or, Seller utilizes their own vehicles to deliver goods to Buyer's facility, Seller shall maintain the flowing insurance in at least the minimum amounts stated herein. Seller shall also maintain, and Seller shall cause its subcontractors to maintain, such general liability, property damage, employers' liability, and worker's compensation insurance, professional errors, and omissions insurance, motor vehicle liability as are maintained in their normal and ordinary course of business. Upon request by the Buyer, Seller shall provide certificates of insurance evidencing limits of not less than the following:

Commercial General Liability \$5,000,000 combined single limit per occurrence.

Worker's Compensation Statutory for the jurisdiction where the work is to be performed, including Federal Acts if applicable Employers' Liability, \$1,000,000 each person/accident. In states where worker's compensation insurance is a monopolistic state-run system, Seller shall add stop gap employer's liability with limits not less than \$500,000 each accident or disease.

Automobile Liability \$5,000,000 combined single limit per accident.

Seller Operating on Buyer Premises

Buyer reserves the right to periodically audit Seller's activities while on the Buyer's facility to ensure compliance with this provision.

Release of Information

Except as required by law, Seller shall not publish any information developed under this Order, nor disclose, confirm, or deny any details about the existence or subject matter of this Order, or use Buyer, or Buyer's customer's name in connection with Seller's sales promotion or publicity without prior written approval of the Buyer.

Pre-Employment Background Checks for Unescorted Access to Crestview Facilities

As a condition of purchase, Seller will perform background checks and drug screening on all of its employees or contractors under its control that require unescorted access to any Crestview facilities. Prior to being granted unescorted access to any of Crestview's facilities, the Seller shall certify that such background checks and drug screens have been performed. Crestview reserves the right to periodically audit pre-employment screening records to ensure compliance with this provision.

FAR and DFAR Flow Downs

52.202-1 Definitions.
52.203-2 Certificate of Independent Price Determination.
52.203-3 Gratuities.
52.203-5 Covenant Against Contingent Fees.
52.203-6 Restrictions on Subcontractor Sales to the Government.
52.203-7 Anti-Kickback Procedures.
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
52.203-12 Limitation on Payments to Influence Certain Federal Transactions.
52.203-13 Contractor Code of Business Ethics and Conduct.
52.203-14 Display of Hotline Poster(s).
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
52.203-16 Preventing Personal Conflicts of Interest.
52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
52.204-2 Security Requirements.
52.204-5 Women-Owned Business (Other Than Small Business).
52.204-8 Annual Representations and Certifications.
52.204-9 Personal Identity Verification of Contractor Personnel.
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.
52.204-12 Unique Entity Identifier Maintenance.
52.204-14 Service Contract Reporting Requirements.
52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.
52.204-16 Commercial and Government Entity Code Reporting.
52.204-21 Basic Safeguarding of Covered Contractor Information Systems.
52.209-5 Certification Regarding Responsibility Matters.
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.209-7 Information Regarding Responsibility Matters.
52.211-5 Material Requirements.
52.211-7 Alternatives to Government-Unique Standards.
52.211-15 Defense Priority and Allocation Requirements.
52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.
52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items).
52.215-2 Audit and Records-Negotiation.
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data.
52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications.

52.215-12 Subcontractor Certified Cost or Pricing Data.
52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications.
52.215-14 Integrity of Unit Prices.
52.215-15 Pension Adjustments and Asset Reversions.
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.
52.215-19 Notification of Ownership Changes.
52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.
52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.
52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort.
52.215-23 Limitations on Pass-Through Charges.
52.216-25 Contract Definitization.
52.219-1 Small Business Program Representations.
52.219-8 Utilization of Small Business Concerns.
52.219-9 Small Business Subcontracting Plan.
52.219-16 Liquidated Damages-Subcontracting Plan.
52.219-28 Post-Award Small Business Program Representation.
52.222-1 Notice to the Government of Labor Disputes.
52.222-3 Convict Labor.
52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation.
52.222-17 Nondisplacement of Qualified Workers.
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products.
52.222-19 Child Labor-Cooperation with Authorities and Remedies.
52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.
52.222-21 Prohibition of Segregated Facilities.
52.222-22 Previous Contracts and Compliance Reports.
52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation.
52.222-25 Affirmative Action Compliance.
52.222-26 Equal Opportunity.
52.222-29 Notification of Visa Denial.
52.222-35 Equal Opportunity for Veterans.
52.222-36 Equal Opportunity for Workers with Disabilities.
52.222-37 Employment Reports on Veterans.
52.222-38 Compliance with Veterans€™ Employment Reporting Requirements.
52.222-40 Notification of Employee Rights Under the National Labor Relations Act.
52.222-41 Service Contract Labor Standards.
52.222-50 Combating Trafficking in Persons.
52.222-54 Employment Eligibility Verification.
52.222-55 Minimum Wages Under Executive Order 13658.
52.222-56 Certification Regarding Trafficking in Persons Compliance Plan.
52.222-62 Paid Sick Leave Under Executive Order 13706.
52.223-1 Bio based Product Certification.
52.223-3 Hazardous Material Identification and Material Safety Data.
52.223-4 Recovered Material Certification.
52.223-6 Drug-Free Workplace.
52.223-7 Notice of Radioactive Materials.
52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items.
52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.
52.223-15 Energy Efficiency in Energy-Consuming Products.
52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products.
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.

52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.
52.224-2 Privacy Act.
52.224-3 Privacy Training.
52.225-1 Buy American-Supplies
52.225-2 Buy American Certificate.
52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act.
52.225-3_Alternate I
52.225-3_Alternate II
52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate.
52.225-5 Trade Agreements.
52.225-6 Trade Agreements Certificate.
52.225-8 Duty-Free Entry.
52.225-13 Restrictions on Certain Foreign Purchases.
52.225-18 Place of Manufacture.
52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification.
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.
52.225-26 Contractors Performing Private Security Functions Outside the United States.
52.227-1 Authorization and Consent.
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.
52.227-6 Royalty Information.
52.227-9 Refund of Royalties.
52.227-10 Filing of Patent Applications-Classified Subject Matter.
52.227-11 Patent Rights-Ownership by the Contractor.
52.227-14 Rights in Data-General.
52.227-16 Additional Data Requirements.
52.227-19 Commercial Computer Software License.
52.228-3 Workers Compensation Insurance (Defense Base Act).
52.228-4 Workers Compensation and War-Hazard Insurance Overseas.
52.228-5 Insurance-Work on a Government Installation.
52.229-3 Federal, State, and Local Taxes.
52.230-1 Cost Accounting Standards Notices and Certification.
52.230-2 Cost Accounting Standards.
52.230-3 Disclosure and Consistency of Cost Accounting Practices.
52.230-4 Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns.
52.230-5 Cost Accounting Standards-Educational Institution.
52.230-6 Administration of Cost Accounting Standards.
52.232-9 Limitation on Withholding of Payments.
52.232-16 Progress Payments.
52.232-32 Performance-Based Payments.
52.232-39 Unenforceability of Unauthorized Obligations.
52.232-40 Providing Accelerated Payments to Small Business Subcontractors.
52.233-3 Protest after Award.
52.233-4 Applicable Law for Breach of Contract Claim.
52.234-1 Industrial Resources Developed Under Title III, Defense Production Act.
52.234-4 Earned Value Management System.
52.236-13 Accident Prevention.
52.237-2 Protection of Government Buildings, Equipment, and Vegetation.
52.239-1 Privacy or Security Safeguards.
52.242-13 Bankruptcy.

52.242-15 Stop-Work Order.
52.242-17 Government Delay of Work.
52.243-1 Changes-Fixed-Price.
52.243-6 Change Order Accounting.
52.244-2 Subcontracts.
52.244-5 Competition in Subcontracting.
52.244-6 Subcontracts for Commercial Items.
52.245-1 Government Property.
52.245-2 Government Property Installation Operation Services.
52.245-9 Use and Charges.
52.246-2 Inspection of Supplies-Fixed-Price.
52.246-4 Inspection of Services-Fixed-Price.
52.246-11 Higher-Level Contract Quality Requirement.
52.246-16 Responsibility for Supplies.
52.247-63 Preference for U.S.-Flag Air Carriers.
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels.
52.248-1 Value Engineering.
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).
52.249-2 Termination for Convenience of the Government (Fixed-Price).
52.249-8 Default (Fixed-Price Supply and Service).
52.253-1 Computer Generated Forms.
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.203-7003 Agency Office of the Inspector General.
252.203-7004 Display of Hotline Posters.
252.204-7000 Disclosure of Information.
252.204-7004 Antiterrorism Awareness Training for Contractors.
252.204-7007 Alternate A, Annual Representations and Certifications.
252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.
252.204-7013 Reserved.
252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors.
252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support.
252.209-7001 Reserved.
252.209-7002 Disclosure of Ownership or Control by a Foreign Government.
252.209-7003 Reserve Officer Training Corps and Military Recruiting on Campus—Representation.
252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country
252.209-7008 Notice of Prohibition Relating to Organizational Conflict of Interest—Major Defense
252.209-7009 Organizational Conflict of Interest—Major Defense Acquisition Program.
252.211-7000 Reserved.
252.211-7003 Item Unique Identification and Valuation.
252.211-7006 Passive Radio Frequency Identification.
252.211-7007 Reporting of Government-Furnished Property.
252.211-7000 Reserved.
252.215-7000 Reserved.
252.215-7002 Cost Estimating System Requirements.
252.215-7004 Requirement for Submission of Data Other Than Certified Cost or Pricing Data - Canada
252.222-7000 Restrictions on Employment of Personnel.
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements.
252.222-7007 Representation Regarding Combating Trafficking in Persons

252.223-7001 Hazard Warning Labels
252.223-7002 Safety Precautions
252.232-7003 Change in Place of Performance
252.223-7004 Drug Free Work Force
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous materials
252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.223-7008 Prohibition of Hexavalent Chromium
252.225-7000 Buy American--Balance of Payments Program Certificate.
252.225-7001 Buy American and Balance of Payments Program.
252.225-7002 Qualifying Country Sources as Subcontractors.
252.225-7003 Report of Intended Performance Outside the United States and Canada - Submission with Offer
252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission after Award
252.225-7006 Acquisition of the American Flag.
252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7008 Restriction on Acquisition of Specialty Metals
252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010 Commercial Derivative Military Articles - Specialty Metals Compliance Cert
252.225-7012 Preference for Certain Domestic Commodities.
252.225-7013 Duty-Free Entry.
252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
252.225-7019 Restriction on Acquisition of Anchor and Mooring Chain
252.225-7020 Trade Agreements Certificate.
252.225-7021 Trade Agreements.
252.225-7025 Restriction on Acquisition of Forgings.
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
252.225-7028 Exclusionary Policies and Practices of Foreign Governments
252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7031 Secondary Arab Boycott of Israel.
252.225-7032 Waiver of United Kingdom Levies—Evaluation of Offers.
252.225-7033 Waiver of United Kingdom Levies.
252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate
252.225-7036 Buy American—Free Trade Agreements--Balance of Payments Program
252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States.
252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
252.225-7044 Balance of Payments Program--Construction Material.
252.225-7045 Balance of Payments Program--Construction Material Under Trade Agreements
252.225-7046 Exports by Approved Community Members in Response to the Solicitation
252.225-7047 Exports by Approved Community Members in Performance of the Contract
252.225-7048 Export-Controlled Items.
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.
252.227-7013 Rights in Technical Data--Noncommercial items
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015 Technical Data--Commercial Items.
252.227-7016 Rights in Bid or Proposal Information.
252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7018 Rights in Noncommercial Technical Data and Computer Software
252.227-7019 Validation of Asserted Restrictions--Computer Software

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked
252.227-7026 Deferred Delivery of Technical Data or Computer Software
252.227-7027 Deferred Ordering of Technical Data or Computer Software
252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
252.227-7030 Technical Data--Withholding of Payment.
252.227-7033 Rights in Shop Drawings.
252.227-7037 Validation of Restrictive Markings on Technical Data
252.227-7038 Patent Rights—Ownership by the Contractor (large business)
252.227-7039 Patents--Reporting of Subject Inventions.
252.228-7001 Ground and Flight Risk.
252.228-7005 Accident Reporting and Investigation
252.229-7011 Reporting of Foreign Taxes
252.229-7014 Taxes—Foreign Contracts in Afghanistan.
252.231-7000 Supplemental Cost Principles.
252.234-7002 Earned Value Management System.
252.234-7003 Notice of Cost and Software Data Reporting System.
252.234-7004 Cost and Software Data Reporting System.
252.235-7003 Frequency Authorization.
252.235-7004 Protection of Human Subjects.
252.236-7013 Requirement for Competition
252.237-7019 Training for Contractor Personnel Interacting
252.237-7023 Continuation of Essential Contractor Services .
252.237-7024 Notice of Continuation of Essential Contractor Services .
252.239-7000 Protection Against Compromising Emanations.
252.239-7001 Information Assurance Contractor Training and certification
252.239-7009 Representation of Use of Cloud Computing.
252.239-7010 Cloud Computing Services.
252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7017 Notice of Supply Chain Risk.
252.239-7018 Supply Chain Risk.
252.243-7001 Pricing of Contract Modifications.
252.243-7002 Requests for Equitable Adjustment.
252.244-7000 Subcontracts for Commercial Items.
252.244-7001 Contractor Purchasing System Administration.
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property.
252.245-7002 Reporting Loss of Government Property.
252.245-7003 Contractor Property Management System Administration.
252.245-7004 Reporting, Reutilization, and Disposal.
252.246-7000 Reserved.
252.246-7003 Notification of Potential Safety Issues.
252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military
252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System.
252.246-7008 Sources of Electronic Parts.
252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge
252.247-7004 Reserved.
252.247-7022 Representation of Extent of Transportation by Sea
252.247-7023 Transportation of Supplies by Sea.
252.247-7024 Reserved.
252.249-7002 Notification of Anticipated Contract Termination or Reduction

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Inspection at Seller's Facility

At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract (PO), including, but not limited to, production schedule and quality. Any Buyer representative shall be allowed access to all areas used for performance of the Contract (PO). Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.

If Buyer performs an inspection, surveillance, review or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

Property Management & Special Tooling for BDS

Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract (PO). Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract (PO) without Buyer's prior written consent. Seller shall notify Buyer's Program Manager and Buyer if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this Contract (PO), Seller shall deliver such property to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

To the extent that Seller, including any subcontractor thereof, uses special tooling, either furnished to or acquired by Seller under this Contract (PO), in the performance of this Contract (PO), Seller shall manage such tooling in accordance with Boeing Special Tooling Requirements. Seller shall maintain a special tooling management process that complies with the requirements of Boeings' D950-11059-1 BDS Seller Special Tooling Requirements Document. Buyer reserves the right to conduct surveillance at Seller's facility to determine whether the Seller's special tooling management process meets the requirements of this SPOC.

Business Conduct, Ethics and Compliance

Seller is expected to adopt and enforce concepts similar to the PCC Supplier Integrity Guide and PCC Code of Conduct, along with being fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, workplace safety and environmental protection.

Environmental Health and Safety

Seller will maintain an environment, health and safety management system (EMS) appropriate for its business throughout the performance of this contract. Seller shall not deliver Goods that contain any asbestos mineral fibers.

Access to Plants and Properties

Where Seller is either entering or performing work at premises owned or controlled by Buyer, or Buyer's customer, or obtaining access electronically to Buyer systems or information, Seller shall comply with: (i) all the rules and regulations established by Buyer or Buyer's customer; and (ii) Buyer requests for information and document to validate citizenship or immigration status of Seller's personnel or subcontractor personnel. If Seller is entering or performing work at premises owned by Boeing, the provisions of Special Provisions 4 (SP4) The Boeing Company On-Site Environmental Health & Safety Supplemental Provisions apply (entire document is located on Boeing's web-site).

Trade Control Compliance

This section is in addition to PCC Airframe Terms & Conditions. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract

to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export controlled item, data, or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. Seller shall incorporate into any contracts with its sub-tier supplier's obligations no less restrictive than those set forth in this supplier purchase order condition requiring compliance with all applicable Trade Control Laws.

Insurance (only applies if Seller performs work on premises owned by Buyer or Buyer's Customer)

This section shall apply only if Seller's personnel perform work at premises owned or controlled by Buyer or Buyer's customer.

Commercial General Liability: Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by buyer, Commercial General Liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability and goods and completed operations insurance with limits not less than \$1,000,000 per occurrence for a minimum of twenty-four months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.

Automobile Liability: If licensed vehicles will be used in connection with the performance of work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Worker's Compensation and Employers' Liability: Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor, thereof shall, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or about Buyer's or Buyer's customer's premises. If Buyer is required by an applicable law to pay a Workers' Compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.

Certificates of Insurance: Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for thirty (30) days advance written notice to Buyer in the event of cancellation. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Seller's or subcontractor's obligations hereunder.

Self-Assumption: Any self-insured retention, deductibles and exclusions in coverage in the policies required under this special purchase order condition shall be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of the Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property: Seller assumes and shall ensure that all subcontractors hereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees and agents for any such loss, destruction or damage. At all times, Seller shall, and ensure that a subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

BDS Seller Special Tooling Requirements (only applicable if tooling is involved)

Seller shall maintain a special tooling management process that complies with the requirements of Boeing's D950-11059-1 BDS Seller Special Tooling Requirements Document, incorporated herein and made a part hereof by reference. Buyer and Buyer's customer reserves the right to conduct surveillance at Seller's facility to determine whether Seller's special tooling management process meets the requirements of this supplier purchase order condition. (document is located on Boeing's web-site).

Material Substitution Prohibition

Unauthorized material substitutions are not permitted on Buyer's Goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes Buyer or Buyer's customer's design, drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and described as approved material substitution) do not constitute unauthorized material substitution. Contact Buyer for details regarding deviations to authorized materials.

Supplier Requirements for Buyer/Government/Customer Property Management

Buyer provided property is defined as: Buyer, Buyer's Customer, U.S. Government owned special tooling, special test equipment, equipment and material. Seller shall establish and implement plans, systems and procedures, which are subject to audit by Buyer, to ensure the effective management of Buyer provided property in accordance with FAR 52.245-1. Seller will provide Buyer, Buyer's customer, and U.S. Government with access to all locations where property accountable to this contract resides, including sub-tier suppliers, for the purpose of said audit.

Seller assumes all risk of loss, destruction or damaged of Buyer provided property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Seller will perform periodic internal reviews, surveillances, self-assessments or audits to assess compliance of Seller's property management system. Seller will notify Buyer in writing of any significant findings or issues that potentially impact or jeopardize the adequacy of Seller's property management system. Seller shall have adequate security processes and procedures in place to protect Buyer provided property, and will limit access to authorized personnel. Seller will include this clause in all subcontracts at all tiers in which Buyer provided property is acquired or furnished.

Seller will conduct a physical inventory of Buyer provided property, including property in the possession of Seller's subcontractors on an annual basis. Seller will provide Buyer with a written report upon their completion of physical inventory. Seller will submit any documentation/forms required by Buyer related to the loss, damage, destruction or theft of Buyer provided property, provide a corrective action acceptable to Buyer for each incident, and provide assistance to resolve and/or participate with investigations required.

Seller will conduct routine preventative maintenance and repair on Buyer provided property. Prior to modification of Buyer provided property, Seller will obtain written consent from Buyer.

Buyer provided property may not be used in support of any other contract unless specifically authorized in writing by Buyer or Buyer's customer.

Prior Approval of Foreign Sources

Seller shall not solicit to subcontract, subcontract or otherwise procure, any item or part thereof, ordered hereunder, to or from any non-U.S. subcontractor, supplier, or other source without the prior written approval of Buyer.

END USER Boeing/SINGAPORE

P1025 Boeing**Inspection at Seller's Facility**

At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract (PO), including, but not limited

to, production schedule and quality. Any Buyer representative shall be allowed access to all areas used for performance of the Contract (PO). Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.

If Buyer performs an inspection, surveillance, review or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

Property Management & Special Tooling for BDS

This clause is in addition to FAR 52.245-1. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract (PO). Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract (PO) without Buyer's prior written consent. Seller shall notify Buyer's Program Manager and Buyer if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this Contract (PO), Seller shall deliver such property to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

To the extent that Seller, including any subcontractor thereof, uses special tooling, either furnished to or acquired by Seller under this Contract (PO), in the performance of this Contract (PO), Seller shall manage such tooling in accordance with Boeing Special Tooling Requirements. Seller shall maintain a special tooling management process that complies with the requirements of Boeings' D950-11059-1 BDS Seller Special Tooling Requirements Document. Buyer reserves the right to conduct surveillance at Seller's facility to determine whether the Seller's special tooling management process meets the requirements of this SPOC.

Business Conduct, Ethics and Compliance

Seller is expected to adopt and enforce concepts similar to the PCC Supplier Integrity Guide and PCC Code of Conduct, along with being fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, workplace safety and environmental protection.

Environmental Health and Safety

Seller will maintain an environment, health and safety management system (EMS) appropriate for its business throughout the performance of this contract. Seller shall not deliver Goods that contain any asbestos mineral fibers.

Access to Plants and Properties

Where Seller is either entering or performing work at premises owned or controlled by Buyer, or Buyer's customer, or obtaining access electronically to Buyer systems or information, Seller shall comply with: (i) all the rules and regulations established by Buyer or Buyer's customer; and (ii) Buyer requests for information and document to validate citizenship or immigration status of Seller's personnel or subcontractor personnel. If Seller is entering or performing work at premises owned by Boeing, the provisions of Special Provisions 4 (SP4) The Boeing Company On-Site Environmental Health & Safety Supplemental Provisions apply (entire document is located on Boeing's public portal).

Trade Control Compliance

This section is in addition to PCC Airframe Terms & Conditions. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export controlled item, data, or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. Seller shall incorporate into any contracts with its sub-tier supplier's obligations no less restrictive than those set forth in this supplier purchase order condition requiring compliance with all applicable Trade Control Laws.

Insurance (only applies if Seller performs work on premises owned by Buyer or Buyer's Customer)

This section shall apply only if Seller's personnel perform work at premises owned or controlled by Buyer or Buyer's customer.

Commercial General Liability: Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by buyer, Commercial General Liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability and goods and completed operations insurance with limits not less than \$1,000,000 per occurrence for a minimum of twenty-four months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.

Automobile Liability: If licensed vehicles will be used in connection with the performance of work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Worker's Compensation and Employers' Liability: Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor, thereof shall, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or about Buyer's or Buyer's customer's premises. If Buyer is required by an applicable law to pay a Workers' Compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.

Certificates of Insurance: Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for thirty (30) days advance written notice to Buyer in the event of cancellation. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Seller's or subcontractor's obligations hereunder.

Self-Assumption: Any self-insured retention, deductibles and exclusions in coverage in the policies required under this special purchase order condition shall be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of the Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property: Seller assumes and shall ensure that all subcontractors hereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees and agents for any such loss, destruction or damage. At all times, Seller shall, and ensure that a subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities and Veterans

This clause is applicable if this contract exceeds \$10,000. Pursuant to the requirements of 41 CFR Part 60-741.5(a) and 41 CFR Part 60-300.5(a): this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits the discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment protected veterans.

BDS Seller Special Tooling Requirements (only applicable if tooling is involved)

Seller shall maintain a special tooling management process that complies with the requirements of Boeing’s D950-11059-1 BDS Seller Special Tooling Requirements Document, incorporated herein and made a part hereof by reference. Buyer and Buyer’s customer reserves the right to conduct surveillance at Seller’s facility to determine whether Seller’s special tooling management process meets the requirements of this supplier purchase order condition. (document is located on Boeing’s web-site).

Material Substitution Prohibition

Unauthorized material substitutions are not permitted on Buyer’s Goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes Buyer or Buyer’s customer’s design, drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and described as approved material substitution) do not constitute unauthorized material substitution. Contact Buyer for details regarding deviations to authorized materials.

Supplier Requirements for Buyer/Government/Customer Property Management

This clause is in addition to FAR 52.245-1. Buyer provided property is defined as: Buyer, Buyer’s Customer, U.S. Government owned special tooling, special test equipment, equipment and material. Seller shall establish and implement plans, systems and procedures, which are subject to audit by Buyer, to ensure the effective management of Buyer provided property in accordance with FAR 52.245-1. Seller will provide Buyer, Buyer’s customer, and U.S. Government with access to all locations where property accountable to this contract resides, including sub-tier suppliers, for the purpose of said audit.

Seller assumes all risk of loss, destruction or damaged of Buyer provided property while in Seller’s possession, custody or control, including any transfer to Seller’s subcontractors. Seller will perform periodic internal reviews, surveillances, self-assessments or audits to assess compliance of Seller’s property management system. Seller will notify Buyer in writing of any significant findings or issues that potentially impact or jeopardize the adequacy of Seller’s property management system. Seller shall have adequate security processes and procedures in place to protect Buyer provided property, and will limit access to authorized personnel. Seller will include this clause in all subcontracts at all tiers in which Buyer provided property is acquired or furnished.

Seller will conduct a physical inventory of Buyer provided property, including property in the possession of Seller’s subcontractors on an annual basis. Seller will provide Buyer with a written report upon their completion of physical inventory. Seller will submit any documentation/forms required by Buyer related to the loss, damage, destruction or theft of Buyer provided property, provide a corrective action acceptable to Buyer for each incident, and provide assistance to resolve and/or participate with investigations required.

Seller will conduct routine preventative maintenance and repair on Buyer provided property. Prior to modification of Buyer provided property, Seller will obtain written consent from Buyer.

Buyer provided property may not be used in support of any other contract unless specifically authorized in writing by Buyer or Buyer’s customer.

BDS Customer Contract Requirements (CCR)

This applies to Boeing Orders including Customer Contract Requirements (CCR) for Prime Contract W91215-16-G-001.

52-203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti -Kickback Procedures
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employers of Whistleblower Rights
52.204-7	System for Award Management
52.204-13	System for Award Management Maintenance
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records - Negotiation
52.215-10	Price Reduction for Defective Cost or Pricing Data (applicable if order exceeds the threshold in FAR 15.4063-4(a)(1))
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation
52.222-19	Child Labor - Cooperation with Authorities and Remedies
52.222-21	Prohibition of Non-segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Worker's with Disabilities
52.222-37	Employment Reports on Veterans
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-13	Restriction on Certain Foreign Purchases
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.230-6	Administration of Cost Accounting Standards
52.232-39	Unenforceability of Unauthorized Obligations
52.234-1	Industrial Resources Developed Under Defense Portion Act Title III
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.248-1	Value Engineering
52.251-1	Government Supply Sources
52.253-1	Computer Generated Forms
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contract-Related Felonies
252.203-7002	Requirement to inform employees of whistleblower rights
252.203-7003	Agency Office of the Inspector General
252.203-7004	Display of Hotline Poster
252.204-7000	Disclosure of Information
252.204-7012	Safeguarding Covered Defense Info and Cyber Incident Reporting
252.209-7010	Critical Safety Items

252.211-7003	Item Unique ID and Valuation
252.219-7003	Small Business Subcontracting Plan
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Reporting of Contract Performance Outside the US and Canada
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7025	Restriction on Acquisition of Forgings
252.225-7048	Export Controlled Item
252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Info Marked with Restrictive Legends
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data - Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space
252.231-7000	Supplemental Cost Principles
252.234-7002	Earned Value Management System Deviation
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontractors for Commercial Items
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property
252.245-7004	Reporting, Reutilization and Disposal
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.249-7002	Notification of Anticipated Contract Termination or Reduction

END USER Boeing/US GOV

P1026 Boeing – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1027 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1028 Boeing

Boeing Furnished Tooling

In the event the Buyer, or Buyer's Customer furnishes tooling to Seller, Seller shall comply with the applicable terms and conditions of Boeing Suppliers' Tooling Document D33200. No repair, replacement, maintenance or rework of such Tooling shall be performed without Buyer and Buyer's customer prior written consent. Buyer shall notify Seller of any action required for discrepant tooling.

Upon order completion, the Seller shall at no cost to Buyer, prepare and package for shipment any and all customer furnished tooling in its possession, or under the control of Seller's subcontractors. Seller shall transfer title, where applicable, of such tooling fee and clear of all liens, claims or other rights of Seller, or any third party.

Seller hereby authorizes Buyer, or Buyer's customer to enter upon its, or any of Seller's subcontractors, premises any anytime during regular business hours upon one day's advance written notice for the limited purpose of taking physical possession of any and all of the accountable Buyer or Buyer's customer furnished tooling. At the request of the Buyer, Seller shall promptly provide to Boeing a detailed list of such items including the location thereof, and shall catalog, crate, package, mark and ship

such items expeditiously and in an orderly manner and otherwise in the manner requested by Buyer. Such request may specify incremental or priority shipping of certain items, Seller shall, if instructed by Boeing, store or dispose of any or all of all of the items in any reasonable manner requested by Buyer.

Seller shall use any all tooling only for the purpose of performing its obligations under this Order, and shall not sell, lease, or otherwise dispose of any tooling.

Seller shall control and account for all tooling in accordance with the provisions of Boeing Suppliers' Tooling Document D33200. Seller shall identify all new, reworked, or re-identified tools with an identification tag containing the Boeing lifetime serial number for each tool. Boeing lifetime serial numbers shall be provided by Boeing.

Insurance

If Seller, or any subcontractor thereof will be performing work on Boeing premises, Seller shall carry and maintain insurance as follows:

Commercial General Liability: If Seller, or any subcontractor thereof will be performing work on Boeing's premises, Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed until final acceptance by Boeing. Commercial General Liability insurance with available limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

Automobile Liability: If licensed vehicles will be used in connection with the performance of the work, Seller shall carry and maintain, and ensure that any subcontractor or supplier thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Boeing. Business Automobile Insurance covering all vehicles, whether owned, hired, rented, borrowed, or otherwise with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Worker's Compensation: Throughout the period when work is performed and until final acceptance by Boeing, Seller shall, and ensure that any subcontractor thereof shall cover or maintain insurance in accordance with applicable laws relating to Worker's Compensation with respect to all of their respective employees working on or about Boeing premises. If Boeing is required by any applicable law to pay any Worker's Compensation premiums with respect to an employee of a Seller or any subcontractor, Seller shall reimburse Boeing for such payment.

Self-Assumption: Any self-insured retention, deductions, and exclusions in coverage in the policies required under this clause shall be assumed by, for the account of, and at the sole risk of Seller or subcontractor, which provides the insurance, and to the extent applicable shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property: Seller assumes, and shall ensure that all subcontractors or suppliers thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties whether owned, hired, rented, borrowed, or otherwise. Seller waives, and shall ensure that any subcontractor thereof and their respective employees waive all rights of recovery against Boeing.

At all times Seller shall, and ensure that any subcontractors thereof, use suitable precautions to prevent damage to Boeing property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall at no cost to Boeing, promptly and equitably reimburse Boeing for such damage, or repair, or otherwise make good such property to Boeing's satisfaction.

Safety, Health and Environmental and Compliance with Boeing On-Site Requirements

Seller shall implement a health and safety management system with respect to its performance on this Order. Seller shall include this requirement in any of its subcontract contracts in support of the performance of the Seller's obligation under this Order.

In the event the Seller, or Seller's subcontractors perform any aspect of Seller's work under this Order, on property owned, operated, leased or controlled by Boeing, Seller shall comply with Boeing's On-site Service Provider Activity Environment, Health and Safety Supplemental Provisions with respect to that work. Seller shall include this requirement in each of its subcontractor contracts in support of this Order.

Labor Disputes

When requested by Buyer, Seller will provide status on labor contracts and pending negotiations, including that of Seller's subcontractors, except as prohibited by law.

On-site Review

Seller hereby grants, and shall ensure any of its subcontractors to grant to Buyer and Buyer's customer the right to visit the facility of Seller, or any of its subcontractors during operating hours to review progress and performance with respect to production, schedule, cost, quality and protection of Buyer and Buyer's customer's proprietary rights under this Order. Any Buyer or Buyer's customer shall be allowed access to all areas used for the performance of this Order. Such access shall be subject to the regulations of any governmental agency regarding admissibility and movement of personnel on the premises of Seller or any of its subcontractors. Buyer shall notify Seller prior to any visit. Such notice shall contain the names, citizenship and positions of visiting personnel, and duration and purpose of such visit.

FAR and DFAR Flow Downs

52.244-6	Subcontracts for Commercial Items
52.209-06	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended or Proposed for Debarment
252.244-7000	Subcontractors for Commercial items and Commercial Components
252.204-7012	Safeguarding of Unclassified Controlled Technical Information
252.223-7008	Prohibition of Hexavalent Chromium
252.227-7037	Validation of Restrictive Markings on Technical Data

END USER Boeing/US GOV

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Subcontracting

Seller shall not subcontract the entirety or any part of this Order without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance requirements from immediate and lower tier suppliers. This restriction on subcontracting shall not apply to authorized distributors, dealers, jobbers, industrial suppliers, nor shall it apply to purchases of standard commercial articles, including electronic components, or raw materials, including castings, forgings, and rough welded structures on which Seller will perform further work.

Government or Buyer Property

In addition to this clause, Seller shall establish and maintain a property control system in accordance with FAR 52.245-1. Title to all property furnished to Seller by Buyer, Buyer's customer, or U.S. Government shall remain with Buyer, Buyer's customer, or U.S. Government, as applicable. Seller shall not alter or use such property for any purpose or for any other party other than that specified by Buyer without the prior written consent of Buyer. Seller shall assume the risk of, and be responsible for any loss, theft, destruction of, or damage to Buyer, Buyer's customer, or U.S. Government property while in Seller's possession or control. If Seller damages any property, Seller shall be responsible for making repairs at no cost Buyer. Upon Buyer, Buyer's customer, or U.S. Government's written request to Seller for any property under this clause, if Seller cannot locate property within five (5) days, Seller shall notify Buyer that the item was not locate and Seller subsequently has 20 days to find the misplaced property. After such period, if it has not been located, the property shall be deemed "lost" and at Buyer's election, Seller shall either reimburse the Buyer for the replacement and all related delay costs, or remake the lost property at no cost to Buyer.

Seller shall return all such property in a condition as good as when received except for reasonable wear and tear.

Information of Buyer and Seller

The Seller shall hold all proprietary information in confidence and restrict disclosure thereof to only its employees, contract labor and agents who have a need to know so that the Seller may perform its obligations under this Order and are under obligations to hold such information in confidence under terms and conditions at least as restrictive as this clause. Seller agrees to use the proprietary information only for purposes necessary for performing this Order, without first obtaining Buyer's written authorization. The Seller agrees to use at least the same degree of care in safeguarding the proprietary information, including during storage and transmittal, as it uses with its own proprietary information, but in no case less than reasonable care.

Insurance

Seller and its subcontractors, at their sole cost and expense, will throughout the performance of this Order, maintain with reputable insurance companies that are authorized to do business under laws of the state(s) in which the work is being performed, insurance coverage in the amounts indicated below:

- Worker's Compensation insurance (or DBA, LS&H) as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation against Buyer.
- Employee Liability insurance in the amount of \$1,000,000.
- Commercial General Liability (CGL) with a Combined Single Limit (CSL) of \$2,000,000 bodily injury and/or property damage. Coverage shall include, but not necessarily be limited to, premises and operations, Goods, and completed operations and contracts.
- Automobile Liability (AL) with a CSL of \$2,000,000 bodily injury and/or personal damage covering all owned, hired, and non-owned vehicle.
- If work involves aviation Products or Spacecraft Products, Aviation Products Liability with a CSL of \$100,000,000.
- For Foreign Direct Sales, such insurance as mandated by the country involved.
- Such insurance as Buyer may require as set forth in this Order.
- Limits required may be met by any combination of primary and umbrella/excess insurance.
- Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.
- The insurance required under this Order must be placed with insurers rated "A-" or better by A.M. Best Company, Inc.
- The duty to defend, indemnify, and hold harmless Buyer under this agreement shall not be limited by the insurance required in this Order.

Seller shall provide Buyer certificates of insurance and (10) days prior written notice of cancellation or material change of any such coverage. Acceptance of such evidence by Buyer shall not be deemed a waiver or release of such liabilities.

Labor Disputes

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Order, Seller shall immediately give notice to the Buyer and provide all relevant information, including, but not limited to, nature of dispute, labor organizations involved, contingency plans regarding the protection of the Order, and estimated duration. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

Compliance with Laws

Seller shall comply with the requirements of 41 CFR 60-1.4(a). This regulation applies to all Orders, regardless of value of the Order, and Seller shall flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Export/Import and Sanctions Compliance

If a Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Trade Controls, Seller represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, throughout the performance of this Order, and that it maintains an effective export and import compliance program in accordance with the ITAR.

Seller shall not re-transfer any export-controlled articles or information (e.g. technical data or software) to any other non-U.S. person or entity (including Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export and Sanctions Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Buyer. No consent granted by Buyer in response to Seller's request shall not relieve Seller of its obligations to comply with the provisions of this clause.

If this order is valued in an amount of \$500,000 or more, then in performance of this Order, Seller shall not directly or indirectly pay, offer, or agree to pay any political contributions or any fees or commissions, in each case as defined below:

- For purpose of this clause and pursuant to 22 CFR 130.5 and 22 CFR 130.6, "fee or commission" and/or "political contribution" means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind.

Notice of Status Changes

Seller shall provide written notification to Buyer prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller's subcontractors at any tier, that could affect Seller's performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer or any pending or contemplated future action to discontinue products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue products. Seller shall provide Buyer with a "last time buy notice" at least 12 months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed 180 days after the last time buy date. Seller shall flow down to Subcontractor(s) the requirements of this clause.

Release of Information and Advertising

Except as required by law, Seller shall not release to anyone outside Seller's organization any information, confirmation, or denial of same, with respect to this Order of the subject matter hereof without the prior written approval of Buyer. Requests for approval shall be made at least 15 business days before the proposed date for release and shall identify the specific information to be released, the medium to be used, and the purpose for the release. Additionally, Seller shall not use the Buyer's customer name (or trade name), any Products, parts thereof or replicas of Products, or in any other way identify Buyer or Buyer's customer in any advertisement, display, news release, or other disclosure without Buyer's prior written consent.

The Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract. Seller shall submit requests for authorization to the Buyer.

Plant Security and Safety

If this Order requires Seller's personnel, including its employees and subcontractors, to enter premises which are owned, operated or managed by Buyer or its customer, Seller shall (1) comply with all safety rules and requirements as may be prescribed by Buyer or Buyer's customer, as well as the laws of the State where such premises are located; and (2) take such additional precautions as Buyer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, U.S. Government, and Buyer personnel performing or in any way coming in contact with Seller's performance of this Order. Seller engaged personnel, including delivery personnel, may not bring firearms, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Buyer, or Buyer's customer premises, nor bring matches or lighters to Buyer's customer secured areas.

Seller is responsible for ensuring that Seller engaged personnel entering the premises which are owned, operated, or managed by Buyer or its customer (1) are properly badged and made aware of applicable safety and security requirements, and (2) at all

times display identification badges approved by Buyer or Buyer’s customer. Seller is required to notify Buyer whenever a problem arises involving Buyer or Buyer’s customer security requirements. Seller engaged personnel obtaining a badge must be capable of reading and understanding Buyer and/or Buyer’s processes and procedures relevant to duties that Seller engaged personnel is to perform on Buyer or Buyer’s customer premises.

Inspection

Buyer and its customer may inspect and test material, work in process, Products and/or Services at all times and places during manufacture and otherwise. Seller shall provide and maintain an inspection and quality control system acceptable to Buyer and provide access to Seller’s facilities and applicable documented information including all lower-tier subcontractors’ facilities used in performance of this Order at all reasonable times, and without additional charge, for inspection by Buyer’s agents, employees, Buyer’s customer and any applicable regulatory authority, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this Order.

Resident Representatives

Buyer reserves the right to assign representatives on an itinerant or resident basis at Seller’s facilities, or other lower-tier subcontractors for the purpose of maintaining surveillance activities, including the right to witness any or all tests performed as part of the requirements of this Order. Seller shall provide Buyer’s representatives with reasonable facilities and equipment, and unescorted free access to all areas essential to the proper conduct of the aforementioned activity throughout all phases of engineering, manufacturing, testing, packaging, and shipping. In addition, Seller agrees to make available to Buyer’s representatives pertinent planning, status, and forecast information and such other technical and management reporting as may be necessary for Buyer.

Northrop Grumman FAR and DFAR Clause Flow-downs in Fulfilment of a U.S. Government Contract

52.202-1 Definitions.
52.203-2 Certificate of Independent Price Determination.
52.203-5 Covenant Against Contingent Fees.
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
52.204-3 Taxpayer Identification.
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.
52.204-5 Women-Owned Business (Other Than Small Business).
52.204-6 Unique Entity Identifier.
52.204-7 System for Award Management.
52.204-8 Annual Representations and Certifications.
52.204-13 System for Award Management Maintenance.
52.204-16 Commercial and Government Entity Code Reporting.
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
52.207-4 Economic Purchase Quantity-Supplies.
52.207-5 Option to Purchase Equipment.
52.209-1 Qualification Requirements.
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation.
52.209-3 First Article Approval-Contractor Testing.
52.209-4 First Article Approval-Government Testing.
52.209-5 Certification Regarding Responsibility Matters.
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

52.209-7 Information Regarding Responsibility Matters.
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST).
52.211-11 Liquidated Damages-Supplies, Services, or Research and Development.
52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.
52.211-16 Variation in Quantity.
52.211-17 Delivery of Excess Quantities.
52.213-1 Fast Payment Procedure.
52.214-14 Place of Performance-Sealed Bidding.
52.214-34 Submission of Offers in the English Language.
52.214-35 Submission of Offers in U.S. Currency.
52.214-14 Integrity of Unit Prices Alt 1
52.215-5 Facsimile Proposals.
52.215-6 Place of Performance.
52.215-8 Order of Precedence-Uniform Contract Format.
52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort.
52.216-1 Type of Contract.
52.217-7 Option for Increased Quantity-Separately Priced Line Item.
52.219-1 Small Business Program Representations.
52.219-2 Equal Low Bids.
52.219-16 Liquidated Damages-Subcontracting Plan.
52.219-28 Post-Award Small Business Program Representation.
52.222-3 Convict Labor.
52.222-19 Child Labor-Cooperation with Authorities and Remedies
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products.
52.222-19 Child Labor-Cooperation with Authorities and Remedies.
52.222-22 Previous Contracts and Compliance Reports.
52.222-25 Affirmative Action Compliance.
52.222-29 Notification of Visa Denial.
52.222-38 Compliance with Veterans Employment Reporting Requirements.
52.223-1 Bio based Product Certification.
52.223-2 Affirmative Procurement of Bio based Products Under Service and Construction Contracts.
52.223-3 Hazardous Material Identification and Material Safety Data.
52.223-4 Recovered Material Certification.
52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.
52.225-2 Buy American Certificate.
52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate.
52.225-6 Trade Agreements Certificate.
52.225-18 Place of Manufacture.
52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification.
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.
52.226-2 Historically Black College or University and Minority Institution Representation.
52.227-21 Technical Data Declaration, Revision, and Withholding of Payment-Major Systems.

52.227-22 Major System-Minimum Rights.
52.227-23 Rights to Proposal Data (Technical).
52.229-3 Federal, State, and Local Taxes.
52.232-1 Payments.
52.232-8 Discounts for Prompt Payment.
52.232-9 Limitation on Withholding of Payments.
52.232-11 Extras.
52.232-23 Assignment of Claims.
52.232-25 Prompt Payment.
52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
52.233-1 Disputes.
52.233-2 Service of Protest.
52.233-3 Protest after Award.
52.233-4 Applicable Law for Breach of Contract Claim.
52.242-17 Government Delay of Work.
52.243-1 Changes-Fixed-Price.
52.243-7 Notification of Changes.
52.245-1 Government Property.
52.245-9 Use and Charges.
52.246-1 Contractor Inspection Requirements.
52.246-11 Higher-Level Contract Quality Requirement.
52.246-15 Certificate of Conformance.
52.246-16 Responsibility for Supplies.
52.246-23 Limitation of Liability.
52.247-1 Commercial Bill of Lading Notations.
52.247-29 F.o.b. Origin.
52.247-46 Shipping Point(s) Used in Evaluation of F.o.b. Origin Offers.
52.247-47 Evaluation-F.o.b. Origin.
52.247-55 F.o.b. Point for Delivery of Government-Furnished Property.
52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments.
52.247-59 F.o.b. Origin-Carload and Truckload Shipments.
52.247-60 Guaranteed Shipping Characteristics.
52.247-65 F.o.b. Origin, Prepaid Freight-Small Package Shipments.
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).
52.249-2 Termination for Convenience of the Government (Fixed-Price).
52.251-1 Government Supply Sources.
52.251-2 Interagency Fleet Management System Vehicles and Related Services.
52.252-6 Authorized Deviations in Clauses.
52.253-1 Computer Generated Forms.
52.255-25 Prohibition on Contracting
252.203-7000 Requirements Relating to Compensation of Former DoD Officials
252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.203-7003 Agency Office of the Inspector General.
252.203-7005 Representation Relating to Compensation of Former DoD Officials.
252.204-7000 Disclosure of Information.
252.204-7002 Payment for Subline Items Not Separately Priced.
252.204-7003 Control of Government Personnel Work Product.
252.204-7004 Antiterrorism Awareness Training for Contractors.
252.204-7005 Reserved.
252.204-7007 Alternate A, Annual Representations and Certifications.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.
252.205-7000 Provision of Information to Cooperative Agreement Holders
252.209-7002 Disclosure of Ownership or Control by a Foreign Government.
252.209-7010 Critical Safety Items.
252.209-7993 Representation by Corporations
252.209-7995 Representations by Corporations
252.209-7998 Representation Regarding Conviction of Felony
252.209-7999 Representation by Corporations
252.211-7001 Reserved
252.211-7003 Item Unique Identification and Valuation.
252.211-7005 Substitutions for Military or Federal Specs and Stds
252.211-7006 Passive Radio Frequency Identification.
252.211-7007 Reporting of Government-Furnished Property.
252.211-7008 Use of Government-Assigned Serial Numbers
252.211-9010 Shipping Label Requirements, plus Alt 1
252.215-7002 Cost Estimating System Requirements.
252.217-7026 Identification of Sources of Supply
252.223-7004 Drug-Free Workforce
252.225-7005 Identification of Expenditures in the United States.
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate
252.225-7041 Correspondence in English.
252.232-7010 Levies on Contract Payments.
252.234-7004 Cost and Software Data Reporting System
252.239-7001 Information Assurance Contractor Training and Certification
252.242-7004 Material Management and Accounting System.
252.242-7005 Contractor Business Systems
252.242-7006 Accounting System Administration
252.243-7002 Requests for Equitable Adjustment.
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property.
252.245-7002 Reporting Loss of Government Property.
252.245-7003 Contractor Property Management System Administration.
252.245-7004 Reporting, Reutilization, and Disposal.
252.246-7000 Reserved.
252.246-9039 Removal of Government Identification from Non-Accepted Supplies
252.247-7002 Revision of Prices.

Northrop Grumman Flow-downs for Orders including Prime Contract N00019-18-C-1037

52.204-21 Compliance with Cyber Security Clauses
52.215-14 Integrity of Unit Prices, Alt 1
52.222-19 Child Labor - Cooperation with Authorities and Remedies
52.243-7 Notification of Changes
52.245-9 Use and Charges
252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.204-7005 Oral Attestation of Security Responsibilities
252.211-7003 Item Unique Identification and Valuation
252.252.225-7009 Compliance with Restriction on Acquisition of Certain Articles Containing Specialty Metals Clause
252.234-7004 Cost and Software Data Reporting System

252.239-7001 Information Assurance Contractor Training and Certification
252.242-7004 Material Management and Accounting System
252.242-7005 Contractor Business Systems
252.242-7006 Accounting System Administration
252.245-7003 Contractor Property Management System
252.246-7007 Compliance with Counterfeit Electronic Parts Clause
NAVAIR 5252.211-9510 Contractor Employees
NAVAIR 5252.227-9501 Invention Disclosures and Reports
NAVAIR 5252.227-9507 Notice Regarding the Dissemination of Export Controlled Technical Data
NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information

Northrop Grumman FAR, DFAR and NAVAIR Clause Flow-downs for Prime Contract N00019-13-C-9999

52.215-23 Limitations on Pass-Through Charges.
52.222-19 Child Labor-Cooperation with Authorities and Remedies
52.243-7 Notification of Changes
52.245-9 Use and Charges
252.204-7005 Oral Attestation of Security Responsibilities
252.211-7003 Item Identification and Valuation
252.225-7009 Compliance with Restriction on Acquisition of Certain Articles Containing Specialty Metals Clause
252.228-7001 Ground and Flight Risk
252.242-7004 Material Management and Accounting System
252.242-7006 Accounting System Administration
252.245-7003 Contractor Property Management System Administration
NAVAIR 5252.211-9510 Contractor Employees
NAVAIR 5252.227-9501 Invention Disclosures and Reports
NAVAIR 5252.227-9507 Notice Regarding the Dissemination of Export Controlled Technical Data
NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information
NAVAIR 5252.247-9503 Marking of Warranted Items

Property Control

Title: The Buyer, Buyer’s Customer, or the U.S. Government shall retain title to all Customer furnished property as applicable.

Risk of Loss: Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of, or damage to customer owned property in connection with performance of this Order while in Seller’s possession or control except to the extent that this Order provides for the relief of Seller from such liability. In the absence of such approval, Seller shall return all such property in as good a condition as when received, except for reasonable wear and tear, for the utilization of such property in accordance with the provisions of the prime contract. Seller shall notify Buyer if its property management system is deemed inadequate.

Processes and Procedures: Seller shall establish and maintain property processes and procedures to control, use, inventory and protect property in its possession in accordance with FAR 52.245-1 and shall notify Buyer of any process and or procedural changes.

Oversight: Buyer’s authorized representative may request information periodically to satisfy inventory and/or other reporting requirements of the Customer. Buyer may request Seller to appoint a point of contact to enable communication regarding property. The Seller shall make all such property, documents, and records, including correspondence related thereto, available to the Buyer.

Identification and Tagging: Seller shall ensure proper identification and property tagging for ownership and control purposes in accordance with FAR 52.245-1 and Northrop Grumman's Supplier Tooling Manual (located on NGC OASIS or can be requested from the Buyer). Seller shall affix any Buyer, or Buyer's customer generated property tags to any tooling and equipment at the direction of the Buyer.

Records: Seller shall maintain a complete custodial record of all property accountable to the Order. The Seller's property control system will be such as to provide the following minimum information regarding each item of government-owned property as required by FAR 52.245-1.

Reporting: Seller shall have a process to create and provide to Buyer, upon request, the following reports related to property: discrepancies incident to shipment and receipt, periodic physical inventory, U.S. Government system adequacy or inadequate system rating and corrective actions, listings of excess property and material, any specific reports required by the Buyer, and if applicable, loss, damage or destruction report. Seller shall ensure reports include all accountable property at Seller's alternate locations and/or at any lower-tier suppliers. An annual inventory of Buyer, Buyer's customer, or U.S. Government owned property shall be performed by the Seller.

Access: Buyer, Buyer's customer or the U.S. Government shall have the right, at all reasonable times, to visit the Seller's plant or such parts thereof as may be engaged in work relating to this Order, for the purpose of verification and/or determining continued adequacy of the Seller's property management system.

Receipt of Property at Seller's Facility: All furnished property shall be inspected promptly by the Seller at time of receipt. Any packing list discrepancies shall be reported to the Buyer within 24 hours of receipt. Any visible evidence of damage shall be annotated on the carrier's waybill. Property loss or damage shall be immediately reported to the Buyer.

Authorized for Use: Buyer, Buyer's customer, or U.S. Government owned property provided to Seller shall be used only for its intended purpose in the performance of this Order and shall not be used for other purposes unless otherwise authorized in writing by the Buyer.

END USER Northrop/US GOV

P1031 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1032 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1033 Northrop – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1034 Crestview – Archive

Contact your Helicomb Procurement Agent for HWI 71-02 Rev H.

P1035 Northrop

Subcontracting

Seller shall not subcontract the entirety or any part of this Order without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance requirements from immediate and lower tier suppliers. This restriction on subcontracting shall not apply to authorized distributors, dealers, jobbers, industrial suppliers, nor shall it apply to purchases of standard commercial articles, including electronic components, or raw materials, including castings, forgings, and rough welded structures on which Seller will perform further work.

Any subcontract assignment, or other transfer of rights or obligations arising under the contract and made to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance herein.

Government or Buyer Property

In addition to this clause, Seller shall establish and maintain a property control system in accordance with FAR 52.245-1. Seller shall notify Buyer if its property system is deemed inadequate by the U.S. Government. Upon advance notice and during normal business hours, Buyer, Buyer's Customer and U.S. Government, as applicable, shall have access to Seller's facilities for the purpose of reviewing its compliance with the property related to this contract.

Title to all property furnished to Seller by Buyer, Buyer's customer, or U.S. Government shall remain with Buyer, Buyer's customer, or U.S. Government, as applicable. Seller shall not alter or use such property for any purpose or for any other party other than that specified by Buyer without the prior written consent of Buyer. Seller shall assume the risk of, and be responsible for any loss, theft, destruction of, or damage to Buyer, Buyer's customer, or U.S. Government property while in Seller's possession or control. If Seller damages any property, Seller shall be responsible for making repairs at no cost Buyer. Seller shall return all such property in a condition as good as when received except for reasonable wear and tear.

Information of Buyer and Seller

The Seller shall hold all proprietary information in confidence and restrict disclosure thereof to only its employees, contract labor and agents who have a need to know so that the Seller may perform its obligations under this Order and are under obligations to hold such information in confidence under terms and conditions at least as restrictive as this clause. Seller agrees to use the proprietary information only for purposes necessary for performing this Order, without first obtaining Buyer's written authorization. The Seller agrees to use at least the same degree of care in safeguarding the proprietary information, including during storage and transmittal, as it uses with its own proprietary information, but in no case less than reasonable care.

Insurance

Seller and its subcontractors, at their sole cost and expense, will throughout the performance of this Order, maintain with reputable insurance companies that are authorized to do business under laws of the state(s) in which the work is being performed, insurance coverage in the amounts indicated below:

- Worker's Compensation insurance (or DBA, LS&H) as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation against Buyer.
- Employee Liability insurance in the amount of \$1,000,000.
- Commercial General Liability (CGL) with a Combined Single Limit (CSL) of \$2,000,000 bodily injury and/or property damage. Coverage shall include, but not necessarily be limited to, premises and operations, Goods, and completed operations and contracts.
- Automobile Liability (AL) with a CSL of \$2,000,000 bodily injury and/or personal damage covering all owned, hired, and non-owned vehicle.
- If work involves aviation Products or Spacecraft Products, Aviation Products Liability with a CSL of \$100,000,000.
- For Foreign Direct Sales, such insurance as mandated by the country involved.
- Such insurance as Buyer may require as set forth in this Order.

Seller shall provide Buyer certificates of insurance and (10) days prior written notice of cancellation or material change of any such coverage. Acceptance of such evidence by Buyer shall not be deemed a waiver or release of such liabilities.

Labor Disputes

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Order, Seller shall immediately give notice to the Buyer and provide all relevant information, including, but not limited to, nature of dispute, labor organizations involved, contingency plans regarding the protection of the Order, and estimated duration. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

Compliance with Laws

Seller shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including without limitation, section 27 of the Office of Federal Procurement Policy Act (the Procurement Integrity Act), (41 U.S. Code (U.S.C.) 2101-2105) and its implementing regulations. In addition, seller agrees to promptly provide Buyer any and all information and certifications requested by Buyer in this regard.

Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable federal, state and local requirements. Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. Seller shall convey the requirement of this clause to its suppliers.

Anti-Corruption Compliance. Seller represents, warrants and covenants that: it has not, and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value in connection with the order to: (i) an officer, employee, agent or representative of any government, including any department, agency, or instrumentally thereof or any person acting in an official capacity thereof; (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.

No gifts, travel expenses, business courtesies, hospitalities, or entertainment of any nature have been or will be accepted or made in connection with the order where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions: (a) be permitted under the U.S. Foreign Corrupt Practices Act (FCPA) and the laws and regulation of the country in which the order will be performed; (b) be consistent with applicable social and ethical standards and accepted business practices; (c) be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and (d) be of such nature that its disclosure will not cause embarrassment to the Buyer.

Seller shall comply with the requirements of 41 CFR 60-1.4(a). This regulation applies to all Orders, regardless of value of the Order, and Seller shall flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Export/Import and Sanctions Compliance

If a Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Trade Controls, Seller represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, throughout the performance of this Order, and that it maintains an effective export and import compliance program in accordance with the ITAR.

Seller shall not re-transfer any export-controlled articles or information (e.g. technical data or software) to any other non-U.S. person or entity (including Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export and Sanctions Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Buyer. No consent granted by Buyer in response to Seller's request shall not relieve Seller of its obligations to comply with the provisions of this clause.

If this order is valued in an amount of \$500,000 or more, then in performance of this Order, Seller shall not directly or indirectly pay, offer, or agree to pay any political contributions or any fees or commissions, in each case as defined below:

- For purpose of this clause and pursuant to 22 CFR 130.5 and 22 CFR 130.6, "fee or commission" and/or "political contribution" means any loan, gift, donation or other payment of \$1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind.

Import Compliance: Seller shall comply with all U.S. Customs laws and regulations and all other applicable U.S. Government regulations pertaining to importations of products and materials into the United States under this order. Seller shall assume

U.S. import responsibilities, to include designation as U.S. importer of Record, customs clearance, duty permits, licenses, taxes, and fees for products entering into the United States under the order. Unless otherwise agree in writing, Buyer will assume any import liabilities for products and materials procured through the order. Seller shall obtain the written consent of Buyer prior to causing products to be shipped directly (i.e., “drop shipped”) from the premises of any non-U.S. supplier to Buyer’s facility.

Notice of Status Changes

Seller agree to provide prompt notification to Buyer of any change in circumstances that could affect Seller’s performance under the order, such as ineligibility to contract with U.S. Government, debarment, assignment of consent agreement, designation under U.S. or foreign sanctions laws and regulations, expiration or cancellation of ITAR registration, potential violation of Export and Sanctions Laws and Regulations or authorizations issued thereunder), initiation or existence of a U.S. Government investigation conflicts of interest, and significant financial conditions requiring any of the preceding changes.

Seller shall provide written notification to Buyer prior to making any changes to Seller’s tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller’s subcontractors at any tier, that could affect Seller’s performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, acceptance, testing, manufacturing location, parts, materials, or suppliers.

Seller shall notify Buyer of any pending or contemplated future action to discontinue products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue products. Seller shall provide Buyer with a “last time buy notice” at least 12 months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed 180 days after the last time buy date. Seller shall flow down to Subcontractor(s) the requirements of this clause.

Release of Information and Advertising

Except as required by law, Seller shall not release to anyone outside Seller’s organization any information, confirmation, or denial of same, with respect to this Order of the subject matter hereof without the prior written approval of Buyer. Requests for approval shall be made at least 15 business days before the proposed date for release and shall identify the specific information to be released, the medium to be used, and the purpose for the release. Additionally, Seller shall not use the Buyer’s customer name (or trade name), any Products, parts thereof or replicas of Products, or in any other way identify Buyer or Buyer’s customer in any advertisement, display, news release, or other disclosure without Buyer’s prior written consent.

Anti-Trafficking in Persons

Seller is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:

- Trafficking in persons, including, but not limited to the following: sex trafficking; the recruitment, harboring, transportation, provision, or obtaining, of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt, bondage, or slavery.
- The procurement of a commercial sex act
- The use of forced labor in the performance of company business
- The use of misleading or fraudulent recruitment activities
- Charging employees recruitment fees
- Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose working
- Providing or arranging housing that fails to meet the host country housing and safety standards
- If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual’s native language and prior to the individual departing from his or her country of origin.

Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract laborers and subcontractors to abide by and comply with the requirements of this clause.

Buyer or its authorized U.S. Government representative may, during normal business hours and with reasonable advanced notice, reasonably audit all pertinent books, records, work sites, offices and documentation of Seller in order to verify compliance with this clause. Any Seller's financial records are limited to audit by U.S Government representatives. Seller agrees to cooperate with, and provide Buyer with any information reasonably requested in support of Buyer's due diligence or other efforts and in order to verify compliance with this clause. Seller will, in all of its lower-tier subcontracts and contracts relating to this or any other Buyer Order with Seller, include provisions which secure for Buyer all of the rights and protections provided for within this clause.

Seller acknowledges that if Seller or any of its employees, agents, contract laborers or subcontractors engages in any of the prohibited activities in this clause, the Order is subject further actions.

Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.

Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, or Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.

Seller agrees to insert the substance of this clause (including this sentence) in any lower tier subcontract.

Plant Security and Safety

If this Order requires Seller's personnel, including its employees and subcontractors, to enter premises which are owned, operated or managed by Buyer or its customer, Seller shall (1) comply with all safety rules and requirements as may be prescribed by Buyer or Buyer's customer, as well as the laws of the State where such premises are located; and (2) take such additional precautions as Buyer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, U.S. Government, and Buyer personnel performing or in any way coming in contact with Seller's performance of this Order. Seller engaged personnel, including delivery personnel, may not bring firearms, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Buyer, or Buyer's customer premises, nor bring matches or lighters to Buyer's customer secured areas.

Seller is responsible for ensuring that Seller engaged personnel entering the premises which are owned, operated, or managed by Buyer or its customer (1) are properly badged and made aware of applicable safety and security requirements, and (2) at all times display identification badges approved by Buyer or Buyer's customer. Seller is required to notify Buyer whenever a problem arises involving Buyer or Buyer's customer security requirements. Seller engaged personnel obtaining a badge must be capable of reading and understanding Buyer and/or Buyer's processes and procedures relevant to duties that Seller engaged personnel is to perform on Buyer or Buyer's customer premises.

Suspect/Counterfeit Parts

This clause is applicable to all orders and DFAR 252.246-7007 and DFAR 252.246-7008. Seller shall establish and maintain a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in the Order are met. Seller's obligation to substantiate authenticity shall survive acceptance of and payment for products delivered under the order.

Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this order. All material delivered under the order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to require specific material validation test and inspection protocol requirements to Seller.

If suspect counterfeit, or counterfeit parts are furnished under the order and are found in any of the products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. At Buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer

in order that Buyer may turn such parts over to its U.S. Government customer for further investigation. For purposes of this clause, Seller agrees that any U.S. Government directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Seller's products contain suspect counterfeit or counterfeit parts.

Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

Inspection

Upon reasonable advance notice, Buyer and Buyer's customer may inspect and test material, work in progress, products and/or services during normal business hours during manufacturing or otherwise. Such access will be allowed subject to Seller's procedures, security requirements and other applicable facility rules and not be allowed to unduly delay or hinder Seller's performance.

Seller shall not substitute materials or accessories, even if seller believes they are of superior quality without written consent from Buyer.

Unless otherwise state in Buyer's specifications, the latest revision of applicable standards, specifications or similar documents as of the date of the order shall apply. If the products are specifically manufactured for Buyer in accordance with drawings, designs, models, and/or specifications furnished by Buyer: (1) Seller shall provide and maintain an inspection and quality control system acceptable to Buyer and provide access to Seller's facilities and applicable documented information including all lower-tier subcontractors' facilities used in performance of the order at all reasonable times, and without additional charge, for inspection by Buyer's agents, employees, Buyer's customer and any applicable regulatory authority, and shall provide all tools facilities, and assistance reasonably necessary for inspection relating to the performance of the order; and (2) Seller shall maintain adequate and authenticated inspection and test documents which relate to work performed under the order for a period of three years after completion or as otherwise specified in the order, and shall make such records available to the Buyer upon request; (3) Seller shall supply Buyer with inspection and test reports, affidavits, certifications, technical documents generated or related to the order, or any other documents as may reasonably be requested by Buyer; (4) Seller shall notify Buyer in writing of any changes in product and/or process definition and obtain Buyer's written approval prior to proceeding; and (5) Seller agrees to insert the substance of this clause, including this sentence in any lower-tier subcontract.

Resident Representatives

Buyer reserves the right to assign representatives on an itinerant or resident basis at Seller's facilities, or other lower-tier subcontractors for the purpose of performing surveillance activities, including the right to witness any or all tests performed as part of the requirements of this Order. Seller shall provide Buyer's representatives with reasonable facilities and equipment, and reasonable access to all areas essential to the property conduct of the aforementioned activity throughout all phases of engineering, manufacturing, testing, packaging, and shipping. In addition, Seller agrees to make available to Buyer's representatives pertinent planning, status, and production capacity information and such other technical and management presorting as may be necessary for Buyer's representatives to carry out their responsibilities.

Seller's Employees

Seller represents and warrants that Seller is an expert, fully competent in all phases of the work involved in producing and supporting all products and performing all services purchased under this order. Buyer may require Seller to remove from Buyer or Buyer's customer's premises any employee, agent, or representative of the Seller, or any of its subcontractors and Buyer shall have the right to requests and have replaced any personnel who fail to perform to Buyer's satisfaction.

Information Security

Seller shall apply reasonable and appropriate administrative, technical, physical, organizational, and operational safeguards and operations to protect sensitive information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such sensitive information is on Seller's internal systems or a cloud environment.

If Seller's performance of the order involves the transmission, storage, or processing of sensitive information on an information system, Seller shall at a minimum apply the basic safeguarding controls from FAR 52.204-21.

FAR and DFAR Flow-downs – EFFECTIVE AS OF 09/15/24

FAR/DFAR/CLAUSE	TITLE OR DESCRIPTION
502.203-3	GRATUITIES
502.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DISPLAY OF HOTLINE POSTERS
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
52.203-16	PREVENTING PERSONAL CONFLICT OF INTEREST
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATIONS
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATIONS
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.203-7	ANTI-KICKBACK PROCEDURES
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
52.204-2	SECURITY REQUIREMENTS
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE & SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES & EQUIPMENT
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.211-5	MATERIAL REQUIREMENTS
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-14	INTEGRITY OF UNIT PRICES
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-16	FACILITIES CAPITAL COST OF MONEY
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES
52.215-2	AUDIT AND RECORDS - NEGOTIATION
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA

52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	ALLOWABLE COST & PAYMENT
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
52.222.19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-17	NON-DISPLACEMENT OF QUALIFIED WORKERS
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15K
52.222-21	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	EQUAL OPPORTUNITY
52.222-35	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	EQUAL OPPORTUNITY FOR WORKER'S WITH DISABILITIES
52.222-37	EMPLOYMENT REPORTS ON VETERANS
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-41	SERVICE CONTRACT LABOR STANDARDS
52.222-50	COMBATING TRAFFICKING IN PERSONS
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, REPAIR OF CERTAIN EQUIPMENT RQMTS
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706
52.223-11	OZONE DEPLETING SUBSTANCES
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY PLAN
52.223-7	NOTICE OF RADIOACTIVE MATERIALS
52.224-2	PRIVACY ACT
52.224-3	PRIVACY TRAINING
52.225-1	BUY AMERICAN - SUPPLIES
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PRACTICES
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE US
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE US
52.225-8	DUTY FREE ENTRY
52.227-1	AUTHORIZATION AND CONSENT
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-9	REFUND OF ROYALTIES
52.228-3	WORKER'S COMPENSATION INSURANCE - DEFENSE BASE ACT
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION

52.230-2	COST ACCOUNTING STANDARDS
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	INTEREST
52.232-22	LIMITATION OF FUNDS
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
52.236-13	ACCIDENT PREVENTION
52.237-2	PROTECTION OF GOVERNMENT BILLINGS, EQUIPMENT AND VEGETATION
52.242-13	BANKRUPTCY
52.242-15	STOP WORK ORDER
52.243.7	NOTIFICATION OF CHANGES
52.244-5	COMPETITION IN SUBCONTRACTING
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS OR SERVICES
52.245-1	GOVERNMENT PROPERTY
52.245-9	USE & CHARGES
52.246-15	CERTIFICATION OF CONFORMANCE
52.246-26	REPORTING NON-CONFORMING ITEMS
52.246-4	INSPECTION OF SERVICES - FIXED PRICE
52.247-64	PREFERENCE FOR PRIVATELY OWNED US - FLAG COMMERCIAL VESSELS
52.248-1	VALUE ENGINEERING
225.228-7001	GROUND AND FLIGHT RISK
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL
252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S)
252.204-7000	DISCLOSURE OF INFORMATION
252.204-7004	ANTI-TERRORISM AWARENESS TRAINING FOR CONTRACTORS
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION
252.204-7010	CLOUD COMPUTING SERVICES
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.204-7014	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES
252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
252.211-7000	ACQUISITION STREAMLINING
252.211-7003	ITEM UNIQUE IDENTIFICATION & VALUATION
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252.211-7008	USE OF GOVERNMENT ASSIGNED SERIAL NUMBERS
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
252.222-7999	COMBATTING RACE & SEX STEREOTYPING (DEVIATION 2021-O0001)
252.223-7001	HAZARD WARNING LABELS
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES
252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES
252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSE OF TOXIC & HAZARDOUS MATERIALS - BASIC
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM
252.225.7009	PROHIBITION OF PROCUREMENT OF FLUORINATED ACUEOUS FILM-FORMING FOAM FIRE FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7007	PROHIBITION ON ACQUISITION OF ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013	DUTY - FREE ENTRY
252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
252.225-7021	TRADE AGREEMENTS
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES
252.225-7036	BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM
252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES
252.225-7043	ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES
252.225-7048	EXPORT CONTROLLED ITEMS
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, & TUNGSTEN (DEVIATION 2020-O0006)
252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME
252.225-7058	POST AWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA
252.225-7060	PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION
252.225-7967	PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (DEVIATION 2024-O0006)
252.225-7972	PROHIBITION ON THE PROCUREMENT OF FOREIGN MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015)
252.225-7978	PROHIBITION ON THE PROCUREMENT OF CERTAIN MAGNETS AND TUNGSTEN (DEVIATION 2019-O0006)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
252.227-2026	DEFERRED DELIVERY OF TECHNICAL DATA OF COMPUTER SOFTWARE
252.227-2027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
252.227-2030	TECHNICAL DATA - WITHHOLDING PAYMENT

252.227-2037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.227-2038	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)
252.227-2039	PATENTS - REPORTING OF SUBJECT INVENTIONS
252.227-7013	RIGHTS IN TECHNICAL DATA - - OTHER THAN COMMERCIAL PRODUCTS & COMMERCIAL SERVICES
252.227-7014	COMPUTER SOFTWARE DOCUMENTATION
252.227-7015	TECHNICAL DATA - COMMERCIAL PRODUCTS & COMMERCIAL SERVICES
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7018	RIGHTS IN OTHER THAN COMMERCIAL TECHNICAL DATA & COMPUTER SOFTWARE - SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (DEVIATION 2020-O0007)
252.227-7019	VALIDATION OF ASSERTED RESTRICTION - COMPUTER SOFTWARE
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES
252.231-7000	SUPPLEMENTAL COST PRINCIPLES
252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES & CONSIDERATION
252.234-7004	COST & SOFTWARE DATA REPORTING SYSTEMS
252.235-7003	FREQUENCY AUTHORIZATION AND ALT 1
252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS
252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING & CERTIFICATION
252.239-7010	CLOUD COMPUTING SERVICES
252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES
252.242.7005	CONTRACTOR BUSINESS SYSTEMS
252.242.7006	ACCOUNTING SYSTEM ADMINISTRATOR
252.242-7004	MATERIAL MANAGEMENT & ACCOUNTING SYSTEMS
252.243-7001	PRICING OF CONTRACT MODIFICATIONS
252.243-7002	REQUEST FOR EQUITABLE ADJUSTMENT
252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS & COMMERCIAL SERVICES
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION
252.245-7005	MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY
252.246-7001	WARRANTY OF DATA
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
252.246-7008	SOURCES OF ELECTRONIC PARTS
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
5252.211-9510	CONTRACTOR EMPLOYEES
5252.227-9501	INVENTION DISCLOSURES & REPORTS
5252.227-9511	DISCLOSURE, USE & PROTECTION OF PROPRIETARY INFORMATION
NAVAIR SECTION 6	PROVISIONAL ACCEPTANCE FOR BUYER TO DIRECT THEIR DELIVERY PROVISIONALLY FOR PARTS NOT CONFORMING OR NOT COMPLETE
NAVAIR SECTION 7	OPERATIONS SECURITY (OPSEC) - PROGRAM TO PROTECT CONTROLLED UNCLASSIFIED & CLASSIFIED ACTIVITIES, DATA, ETC. DEVELOPED BY THE SELLER.

FAR and DFAR Flow-downs – EFFECTIVE UNTIL 09/14/24

502.203-3	Gratuities
502.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Posters
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflict of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements- Representations
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Developed or Provided by Kaspersky Lab and Other Covered Entities
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records - Negotiation
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data - Modifications
52.215-23	Limitations on Pass-Through Charges
52.216-16	Incentive Price Revision - Firm Target
52.216-17	Incentive Price Revision - Successive Targets
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation
52.222-17	Non-displacement of Qualified Workers

52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15k
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Worker's with Disabilities
52.222-37	Employment Reports on Veterans
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
52.223-3	Hazardous Material Identification and Material Safety Plan
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-2	Privacy Act
52.225-1	Buy American - Supplies
52.225-8	Duty Free Entry
52.225-13	Restrictions on Certain Foreign Practices
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights - Ownership by the Contractor
52.228-5	Insurance - Work on a Government Installation
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-6	Administration of Cost Accounting Standards
52.232-17	Interest
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.236-13	Accident Prevention
52.237-2	Protection of Government Billings, Equipment and Vegetation
52.242-13	Bankruptcy
52.242-15	Stop Work Order
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property and Alt 1
52.246-2	Inspection of Supplies - Fixed Price
52.246-4	Inspection of Services - Fixed Price

52.247-64	Preference for Privately Owned Us - Flag Commercial Vessels
52.248-1	Value Engineering
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
252.203-7004	Display of Fraud Hotline Poster(s)
252.204-7009	Use or Disclosure of Third-Party Contractor Reported Cyber Incident Reporting
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Notice of Authorized Disclosure of Information by Litigation Support Contractors
252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.211-7000	Acquisition Streamlining
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7001	Hazard Warning Labels
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7003	Change in Place of Performance - Ammunition and Explosives
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty - Free Entry
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7021	Trade Agreements
252.225-7025	Restriction on Acquisition of Forgings
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7033	Waiver of United Kingdom Levies
252.225-7036	Buy American - Free Trade Agreements - Balance of Payments Program
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States
252.225-7048	Export Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Computer Software Documentation
252.227-7015	Technical Data - Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restriction - Computer Software

252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends
252.227-2026	Deferred Delivery of Technical Data of Computer Software
252.227-2027	Deferred Ordering of Technical Data or Computer Software
252.227-2030	Technical Data - Withholding Payment
252.227-2037	Validation of Restrictive Markings on Technical Data
252.227-2038	Patent Rights-Ownership by the Contractor (Large Business)
252.227-2039	Patents - Reporting of Subject Inventions
225.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization and Alt 1
252.239-7000	Protection Against Compromising Emanations
252.239-7010	Cloud Computing Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items
252.246-7001	Warranty of Data
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction

Property Control

Title: The Buyer, Buyer's Customer, or the U.S. Government shall retain title to all Customer furnished property as applicable.

Risk of Loss: Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of, or damage to customer owned property in connection with performance of this Order while in Seller's possession or control except to the extent that this Order provides for the relief of Seller from such liability. In the absence of such approval, Seller shall return all such property in as good a condition as when received, except for reasonable wear and tear, for the utilization of such property in accordance with the provisions of the prime contract. Seller shall notify Buyer if its property management system is deemed inadequate.

Processes and Procedures: Seller shall establish and maintain property processes and procedures to control, use, inventory and protect property in its possession in accordance with FAR 52.245-1 and shall notify Buyer of any process and or procedural changes.

Oversight: Buyer's authorized representative may request information periodically to satisfy inventory and/or other reporting requirements of the Customer. Buyer may request Seller to appoint a point of contact to enable communication regarding property. The Seller shall make all such property, documents, and records, including correspondence related thereto, available to the Buyer.

Identification and Tagging: Seller shall ensure proper identification and property tagging for ownership and control purposes in accordance with FAR 52.245-1 and Northrop Grumman's Supplier Tooling Manual (located on NGC OASIS or can be requested from the Buyer). Seller shall affix any Buyer, or Buyer's customer generated property tags to any tooling and equipment at the direction of the Buyer.

Records: Seller shall maintain a complete custodial record of all property accountable to the Order. The Seller's property control system will be such as to provide the following minimum information regarding each item of government-owned property as required by FAR 52.245-1.

Reporting: Seller shall have a process to create and provide to Buyer, upon request, the following reports related to property: discrepancies incident to shipment and receipt, periodic physical inventory, U.S. Government system adequacy or inadequate system rating and corrective actions, listings of excess property and material, any specific reports required by the Buyer, and if applicable, loss, damage or destruction report. Seller shall ensure reports include all accountable property at Seller's alternate locations and/or at any lower-tier suppliers. An annual inventory of Buyer, Buyer's customer, or U.S. Government owned property shall be performed by the Seller.

Access: Buyer, Buyer's customer or the U.S. Government shall have the right, at all reasonable times, to visit the Seller's plant or such parts thereof as may be engaged in work relating to this Order, for the purpose of verification and/or determining continued adequacy of the Seller's property management system.

Receipt of Property at Seller's Facility: All furnished property shall be inspected promptly by the Seller at time of receipt. Any packing list discrepancies shall be reported to the Buyer within 24 hours of receipt. Any visible evidence of damage shall be annotated on the carrier's waybill. Property loss or damage shall be immediately reported to the Buyer.

Authorized for Use: Buyer, Buyer's customer, or U.S. Government owned property provided to Seller shall be used only for its intended purpose in the performance of this Order and shall not be used for other purposes unless otherwise authorized in writing by the Buyer.

END USER Northrop/US GOV

P1036 US Coast Guard

FAR and DFAR Flow-downs

52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or Other Covered Entities + (Deviation 20-05)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Deviation 20-05)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Deviation APR 2020)
52.252-6	Authorized Deviations in Clause
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items
52.252-2	Clauses Incorporated by Reference*
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Disbarment
52.219-28	Post Award Small Business Program Representative
52.222-3	Convict Labor
52.222-19	Child Labor-Cooperation with Authorities and Remedies
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity Employment
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-50	Combatting Trafficking in Persons
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act
52.225-13	Restrictions on Certain Foreign Purchases
52.232.33	Payment by Electronic Funds Transfer-SAM
52.204-13*	Systems for Award Management Maintenance
52.204-18*	Commercial and Government Entity Code Maintenance
52.204-19*	Incorporation by Reference of Representatives and Certifications
52.212-4*	Contract Terms and Conditions - Commercial Items

52.247-32*	FOB Origin, Freight Prepaid
52.217-6*	Option for Increased Quantity
52.246-15*	Certificate of Conformance

END USER US GOV

P1037 Northrop - Archive

Same as P1035, less the FAR & DFAR flow-downs.

END USER NGC DS/JAPAN DCS

P1038 Boeing

Inspection at Seller's Facility

At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract (PO), including, but not limited to, production schedule and quality. Any Buyer representative shall be allowed access to all areas used for performance of the Contract (PO). Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.

If Buyer performs an inspection, surveillance, review or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

Buyer's rights to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, flight safety and configuration control shall extend to Buyer's customers that are departments, agencies or instrumentalities of the United States Government, including the United States Government Federal Aviation Administration and any successor agency or instrumentality of the United States Government. Buyer may also, at Buyer's option, by prior written notice from Buyer's Authorized Procurement Representative, extend such rights to other customers of Buyer and to agencies or instrumentalities of foreign government's equivalent in purpose to the Federal Aviation Administration. Seller shall cooperate with any such United States Government-directed or Buyer-directed inspection, surveillance, test or review without additional charge to Buyer. Nothing in this Contract shall be interpreted to limit United States Government access to Seller's facilities pursuant to law or regulation.

Property Management & Special Tooling for BDS

This clause is in addition to FAR 52.245-1. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract (PO). Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract (PO) without Buyer's prior written consent. Seller shall notify Buyer's Program Manager and Buyer if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this Contract (PO), Seller shall deliver such property to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

To the extent that Seller, including any subcontractor thereof, uses U.S. Government property, either furnished to or acquired by Seller under this Contract, in the performance of this Contract, Seller shall manage such property in accordance with FAR 52.245-1, unless some other equivalent FAR clause is provided elsewhere in this Contract, as implemented through the requirements of clause E000, which is incorporated by reference into this Contract.

To the extent that Seller, including any subcontractor thereof, uses special tooling, either furnished to or acquired by Seller under this Contract (PO), in the performance of this Contract (PO), Seller shall manage such tooling in accordance with Boeing Clause E223. Seller shall maintain a special tooling management process that complies with the requirements of Boeings' D950-11059-1 BDS Seller Special Tooling Requirements Document. Buyer reserves the right to conduct surveillance at Seller's facility to determine whether the Seller's special tooling management process meets the requirements of this SPOC.

Business Conduct

Seller is expected to adopt and enforce concepts similar to the PCC Supplier Integrity Guide and PCC Code of Conduct, along with being fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, workplace safety and environmental protection. Seller shall include the substance of this clause in all subcontracts awarded for work under this Contract (PO).

Work Transfer

Seller shall not and shall ensure its supply chain shall not, initiate a movement or transfer of the location for the work to be performed under this Contract to another facility without Buyer's prior written approval.

Ethics and Compliance Program

Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Buyer strongly encourages Seller to model its program in accordance with the Federal Sentencing Guidelines, applicable guidance from enforcement authorities, and industry best practices. Seller shall publicize to its employees who are engaged in the performance of work under the Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents by going to Ethics@Boeing. Seller shall convey the substance of this clause to its suppliers.

Environmental Health and Safety

Seller will maintain an environment, health and safety management system (EMS) appropriate for its business throughout the performance of this contract. Seller shall not deliver Goods that contain any asbestos mineral fibers.

Access to Plants and Properties

Where Seller is either entering or performing work at premises owned or controlled by Buyer or Buyer's customer or obtaining access electronically to Buyer systems or information, Seller shall comply with: (i) all the rules and regulations established by Buyer or Buyer's customer for access to and activities in and around premises controlled by Buyer or Buyer's customer; (ii) Buyer requests for information and documentation to validate citizenship or immigration status of Seller's personnel or subcontractor personnel; and (iii) the provisions of Special Provisions 4 (SP4) "The Boeing Company On-Site Environment, Health and Safety & Insurance Supplemental Provisions". In addition, Seller acknowledges that Buyer's customer may perform routine background checks on Seller personnel. Seller shall include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract (PO).

Trade Control Compliance

This section is in addition to PCC Airframe Terms & Conditions. The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").

Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.

Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable

Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller's compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.

Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.

Seller shall incorporate into any contracts with its sub-tier supplier's obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

Insurance (only applies if Seller performs work on premises owned by Buyer or Buyer's Customer)

This section shall apply only if Seller's personnel perform work at premises owned or controlled by Buyer or Buyer's customer.

Commercial General Liability. Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by Buyer, Commercial General Liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under paragraph a herein) and goods and completed-operations insurance with limits of not less than \$1,000,000 per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.

Automobile Liability. If licensed vehicles shall be used in connection with the performance of the work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Workers' Compensation and Employers' Liability. Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor thereof shall, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or about Buyer's premises. If Buyer is required by any applicable law to pay any Workers' Compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.

Certificates of Insurance. Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance with the requirements set forth in paragraphs b, c and d. Such certificates shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for thirty (30) days advance written notice to Buyer in the event of cancellation. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Seller's or subcontractor's obligations hereunder.

Self-Assumption. Any self-insured retention, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property. Seller assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed

or otherwise, brought to a facility owned or controlled by Buyer or Buyer’s customer. Seller waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees and agents for any such loss, destruction or damage. At all times, Seller shall, and ensure that any subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer’s satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

Boeing Clause Flow downs

Boeing clauses are located at Boeing’s public portal. Boeing clauses incorporated herein: D301L, D607, E000, E017 E223.

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This applies to Boeing Orders and Customer Contract Requirements (CCR) H204 for FARS and DFARS.

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252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7008	Relief from Import Duty (United Kingdom)
252.231-7000	Supplement Cost Principles
252.234-7001	Notice of Earned Value Management System
252.234-7002	Earned Value Management System
252.234-7004	Cost and Software and Data Reporting Systems
252.237-7010	Prohibition on Integration of Detainees By Contractor Personnel
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.237-7023	Continuation of Essential Contractor Services
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property
252.245-7004	Reporting, Reutilization and Disposal
252.246-7003	Notification of Potential Safety Issues
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.251-7000	Ordering From Government Supply Sources

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Inspection at Seller's Facility

At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract (PO), including, but not limited to, production schedule and quality. Any Buyer representative shall be allowed access to all areas used for performance of the Contract (PO). Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.

If Buyer performs an inspection, surveillance, review or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

Buyer's rights to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, flight safety and configuration control shall extend to Buyer's customers that are departments, agencies or instrumentalities of the United States Government, including the United States Government Federal Aviation Administration and any successor agency or instrumentality of the United States Government. Buyer may also, at Buyer's option, by prior written notice from Buyer's Authorized Procurement Representative, extend such rights to other customers of Buyer and to agencies or instrumentalities of foreign government's equivalent in purpose to the Federal Aviation Administration. Seller shall cooperate with any such United States Government-directed or Buyer-directed inspection, surveillance, test or review without additional charge to Buyer. Nothing in this Contract shall be interpreted to limit United States Government access to Seller's facilities pursuant to law or regulation.

Counterfeit Parts Prevention

Seller shall not furnish Counterfeit Parts to Buyer. For the purposes of this Contract, Counterfeit Parts are defined as unauthorized copies, imitation, substitute or modified parts (e.g. materials, parts, components, subassemblies) which are misrepresented as a specified genuine part(s) of an original or authorized manufacturer. Counterfeit Parts can include, but are not limited to, the false identification of marking or labeling, grade, serial number, lot number, date code, documentation or performance characteristics, including used parts represented as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence

indicating that it is likely counterfeit.

Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in the Goods. Seller's Counterfeit parts prevention processes shall address the following:

- Training of appropriate persons in the awareness and prevention of counterfeit parts;
- Application of a parts obsolescence monitoring program;
- Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources;
- Requirements for assuring traceability of parts and components to their original or authorized manufacturers;
- Verification and test methodologies to detect counterfeit parts;
- Monitoring of counterfeit parts reporting from external sources;
- Quarantine and reporting of suspect or detected counterfeit parts, including preventing reentry into the supply chain.

If Seller provides Electronic, Electrical or Electromechanical (EEE) parts or assemblies containing EEE parts, Seller shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553 (revision as of the effective date of this Contract).

Additional counterfeit part prevention requirements may be set forth elsewhere in this Contract.

If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts to Buyer, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Parts or Suspect Counterfeit Parts with Goods that conform to the requirements of this Contract. For confirmed Counterfeit Parts or Suspect Counterfeit Parts, GIDEP notification shall also be made no later than sixty (60) days after discovery. Seller shall be liable for all costs related to the delivery or replacement of Counterfeit Parts or Suspect Counterfeit Parts including any testing or validation costs necessitated by the installation of Goods in replacement of Counterfeit Parts or Suspect Counterfeit Parts.

Seller bears responsibility for procuring authentic parts or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article. Seller shall include the substance of this Article, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

Publicity and Customer Communication

Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Contract or the Goods or program to which it pertains. Seller shall be responsible to Buyer for any breach of such obligation by any subcontractor.

Except as otherwise expressly provided in this Contract, Buyer shall be responsible for all coordination and communication with Buyer's customer, including any higher-tier contractor(s), regarding this Contract or the Goods or program to which it pertains. Seller shall have no communications regarding the foregoing with Buyer's customer, including any higher-tier contractor(s), without Buyer's advance written approval and coordination.

Property Management & Special Tooling for BDS

This clause is in addition to FAR 52.245-1. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract (PO). Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract (PO) without Buyer's prior written consent. Seller shall notify Buyer's Program Manager and Buyer if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this Contract (PO), Seller shall deliver such property to the extent

not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

To the extent that Seller, including any subcontractor thereof, uses U.S. Government property, either furnished to or acquired by Seller under this Contract, in the performance of this Contract, Seller shall manage such property in accordance with FAR 52.245-1, unless some other equivalent FAR clause is provided elsewhere in this Contract, as implemented through the requirements of clause E000, which is incorporated by reference into this Contract.

To the extent that Seller, including any subcontractor thereof, uses special tooling, either furnished to or acquired by Seller under this Contract (PO), in the performance of this Contract (PO), Seller shall manage such tooling in accordance with Boeing Clause E223. Seller shall maintain a special tooling management process that complies with the requirements of Boeings' D950-11059-1 BDS Seller Special Tooling Requirements Document. Buyer reserves the right to conduct surveillance at Seller's facility to determine whether the Seller's special tooling management process meets the requirements of this SPOC.

Business Conduct

Seller is expected to adopt and enforce concepts similar to the PCC Supplier Integrity Guide and PCC Code of Conduct, along with being fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, workplace safety and environmental protection. Seller shall include the substance of this clause in all subcontracts awarded for work under this Contract (PO).

Work Transfer

Seller shall not and shall ensure its supply chain shall not, initiate a movement or transfer of the location for the work to be performed under this Contract to another facility without Buyer's prior written approval.

Ethics and Compliance Program

Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Buyer strongly encourages Seller to model its program in accordance with the Federal Sentencing Guidelines, applicable guidance from enforcement authorities, and industry best practices. Seller shall publicize to its employees who are engaged in the performance of work under the Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents by going to Ethics@Boeing. Seller shall convey the substance of this clause to its suppliers.

Environmental Health and Safety

Seller will maintain an environment, health and safety management system (EMS) appropriate for its business throughout the performance of this contract. Seller shall not deliver Goods that contain any asbestos mineral fibers.

Access to Plants and Properties

Where Seller is either entering or performing work at premises owned or controlled by Buyer or Buyer's customer or obtaining access electronically to Buyer systems or information, Seller shall comply with: (i) all the rules and regulations established by Buyer or Buyer's customer for access to and activities in and around premises controlled by Buyer or Buyer's customer; (ii) Buyer requests for information and documentation to validate citizenship or immigration status of Seller's personnel or subcontractor personnel; and (iii) the provisions of Special Provisions 4 (SP4) "The Boeing Company On-Site Environment, Health and Safety & Insurance Supplemental Provisions". In addition, Seller acknowledges that Buyer's customer may perform routine background checks on Seller personnel. Seller shall include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract (PO).

Trade Control Compliance

This section is in addition to PCC Airframe Terms & Conditions. The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo

regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").

Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.

Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller's compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.

Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.

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subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Seller's or subcontractor's obligations hereunder.

Self-Assumption. Any self-insured retention, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

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252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends
252.227-7030	Technical Data - Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7008	Relief from Import Duty (United Kingdom)
252.231-7000	Supplement Cost Principles
252.234-7001	Notice of Earned Value Management System
252.234-7002	Earned Value Management System
252.234-7004	Cost and Software and Data Reporting Systems
252.237-7010	Prohibition on Integration of Detainees By Contractor Personnel
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.237-7023	Continuation of Essential Contractor Services
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property
252.245-7004	Reporting, Reutilization and Disposal
252.246-7003	Notification of Potential Safety Issues
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.251-7000	Ordering From Government Supply Sources

END USER Boeing/USG

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Inspection

At no additional cost to Buyer, Goods shall be subject to inspection, surveillance, and test at reasonable times and places, including Seller's and Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review, and assess progress and performance under this Contract, including production, schedule, and quality. Any Buyer representative shall be allowed access to all areas used for the performance of this Contract. Buyer shall perform inspections, surveillance, reviews, and tests so as not to unduly delay the work.

Counterfeit Parts Prevention

Seller shall not furnish Counterfeit Parts, which are defined as unauthorized copies, imitation, substitute, or modified parts (e.g., materials, parts, components, subassemblies) which are misrepresented as specified genuine parts of an original or authorized manufacturer. Counterfeit Parts can include the false identification of grade, serial number, lot number, date code, documentation, performance characteristics, or the representation of used parts as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit.

Seller shall plan, implement, and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following: training of appropriate persons in the awareness and prevention of Counterfeit Parts; application of a

parts obsolescence monitoring program; controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources; Requirements for assuring traceability of parts and components to their original or authorized manufacturers; verification and test methodologies to detect counterfeit parts; monitoring of counterfeit parts reporting from external sources; and quarantining and reporting of suspect or detected counterfeit parts, including preventing reentry into the supply chain.

If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts to Buyer, Seller shall promptly notify Buyer. Seller bears responsibility for procuring authentic parts or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article. Seller shall include the substance of this Article, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

Business Conduct

Supplier Code of Conduct

Buyer is committed to a set of core values that includes transparency, integrity, accountability, and respect. In furtherance of this commitment, Buyer has adopted a Supplier Code of Conduct that outlines expected values and behaviors for all suppliers, including their employees, agents, and subcontractors. This code may be downloaded at Boeing's public portal. Buyer strongly encourages Seller to adopt and enforce concepts values and behaviors consistent with those embodied in the Supplier Code of Conduct. Seller shall include the substance of this provision, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

Environmental Health and Safety

Environment, Health and Safety Performance. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health, and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Buyer expects that Seller's EMS shall promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this provision to its suppliers. Seller shall not deliver Goods that contain asbestos mineral fibers. If requested by Buyer, Seller shall provide to Buyer or its authorized third-party service provider, the chemical profile of Goods (by part number).

Work Transfer

Seller shall not and shall ensure its supply chain shall not, initiate a movement or transfer of the location for the work to be performed under this Contract to another facility without Buyer's prior written approval.

Ethics and Compliance Program

Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Seller shall publicize to its employees who are engaged in the performance of work under this Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents by going to Boeing's public portal. Seller shall convey the substance of this provision to its suppliers.

Subcontracting

Seller agrees that no subcontract placed under this Contract shall provide for payment on a cost-plus-a- percentage-of-cost basis.

Access to Plants and Properties

Where Seller is either entering or performing work at premises owned or controlled by Buyer or Buyer's customer or obtaining access electronically to Buyer systems or information, Seller shall comply with: (i) all the rules and regulations established by Buyer or Buyer's customer for access to and activities in and around premises controlled by Buyer or Buyer's customer; (ii) Buyer requests for information and documentation to validate citizenship or immigration status of Seller's personnel or subcontractor personnel; and (iii) "The Boeing Company On-Site Environment, Health and Safety Supplemental Provisions" located in SP4 at Boeing's public portal as may be updated from time to time, which is incorporated by reference. In addition, Seller acknowledges that Buyer may perform routine background checks on Seller personnel. Seller shall include the substance of this Article, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

Trade Control Compliance

The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including the Export Administration Regulations (“EAR”) of the U.S. Department of Commerce, the International Traffic in Arms Regulations (“ITAR”) of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, “Trade Control Laws”).

Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller’s sub-tier suppliers or Seller’s non-U.S. subsidiaries) any export-controlled item, data, or services, without providing advance notice to Buyer and obtaining the requisite export or import authority.

Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller’s compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller’s export privileges are otherwise denied, suspended, or revoked in whole or in part by any Governmental entity.

Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller’s performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.

Seller shall incorporate into any contracts with its sub-tier suppliers, obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

Publicity and Customer Communications

Without Buyer’s prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding Goods or this Contract or the program to which it pertains. Seller shall be responsible to Buyer for any breach of such obligation by any subcontractor.

Except as otherwise expressly provided in this Contract, Buyer shall be responsible for all coordination and communication with Buyer’s customer, including any higher-tier contractors, regarding Goods or this Contract or the program to which it pertains. Seller shall have no communications regarding the foregoing with Buyer’s customer, including any higher-tier contractors, without Buyer’s advance written approval and coordination.

Property Management

Buyer’s Property. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer’s property and all property to which Buyer acquires an interest by virtue of this Contract. Seller assumes all risk of loss, destruction, or damage of such property while in Seller’s possession, custody, or control, including any transfer to Seller’s subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract without Buyer’s prior written consent. Seller shall notify Buyer’s Authorized Procurement Representative if Buyer’s property is lost, damaged, or destroyed. As directed by Buyer’s Authorized Procurement Representative, upon completion or termination of this Contract, Seller shall deliver such property, to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this Article limits Seller’s use, in its direct contracts with the Government, of property in which the Government has an interest

Government-Owned Property. To the extent that Seller, including any subcontractor thereof, uses U.S. Government property, either furnished to or acquired by Seller under this Contract, in the performance of this Contract, Seller shall manage such property in accordance with FAR 52.245-1 (SEP 2021), unless some other date version or equivalent FAR clause is provided elsewhere in this Contract, as implemented through the requirements of clause E000, which is incorporated by reference into this Contract.

Special Tooling. To the extent that Seller, including any subcontractor thereof, uses special tooling, either furnished to or acquired by Seller under this Contract, in the performance of this Contract, Seller shall manage such tooling in accordance with clause E223 (available on Boeing's public portal), which is incorporated by reference into this Contract.

Insurance and Protection of Property

The following provisions shall only apply if and to the extent Seller's personnel enter or perform work at premises owned or controlled by Buyer or Buyer's customer:

Commercial General Liability. Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by Buyer, commercial general liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including that specifically assumed under subparagraph a herein), and goods and completed-operations insurance with limits of not less than \$1,000,000 per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.

Automobile Liability. If licensed vehicles are used in connection with the performance of the work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, business automobile liability insurance covering all vehicles, whether owned, hired, rented, borrowed, or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Workers' Compensation and Employers' Liability. Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor thereof shall, cover or maintain insurance in accordance with the applicable laws relating to workers' compensation (and employers' liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or about Buyer's premises. If Buyer is required by any applicable law to pay any workers' compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.

Certificates of Insurance. Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance with the requirements set forth in subparagraphs b, c, and d. Such certificates shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for thirty (30) days advance written notice to Buyer in the event of termination. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein, or failure of Buyer to request such certificates, endorsements, or other proof of coverage shall not constitute a waiver of Seller's or its subcontractor's obligations hereunder.

Self-Assumption. Any self-insured retention, deductibles, or exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property. Seller assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed, or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their

respective directors, officers, employees, and agents for any such loss, destruction, or damage. At all times, Seller shall, and ensure that all subcontractors thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

Boeing Flowdowns for the CH-47 Program

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct.
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employers of Whistleblower Rights
52.203-7	Anti -Kickback Procedures
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.204-10	Reporting Executive Compensation and First Tier Subcontracts Award
52.204-13	System for Award Management Maintenance
52.204-2	Security Requirements
52.204-7	System for Award
52.204-9	Personal Identity Verification of Contractor Personnel
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.211-15	Defense Priority and Allocation Requirements
52.211-5	Material Requirements
52.215-10	Price Reduction for Defective Cost or Pricing Data (applicable if order exceeds the threshold in FAR 15.4063-4(a)(1))
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.215-2	Audit and Records - Negotiation
52.215-23	Limitations on Pass-Through Charges
52.219-28	Post Award Small Business Program Representation
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-17	Non-displacement of Qualified Workers
52.222-19	Child Labor - Cooperation with Authorities and Remedies
52.222-20	Contracts for Materials, Suppliers, Articles and Equipment Exceeding \$15,000
52.222-21	Prohibition of Non-segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Worker's with Disabilities
52.222-37	Employment Reports on Veterans
52.222-4	Contract Work Hours and Safety Standards-OT Compensation
52.222-40	Notification of Employee Rights under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving

52.223-3	Hazardous Material Identification and Material Safety Data
52.225-13	Restriction on Certain Foreign Purchases
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.230-6	Administration of Cost Accounting Standards
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.234-1	Industrial Resources Developed Under Defense Protection Act Title III
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.247-63	Preference for U.S.-Flag Air Carriers
52.248-1	Value Engineering
52.251-1	Government Supply Sources
52.253-1	Computer Generated Forms
52-203-6	Restrictions on Subcontractor Sales to the Government
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contract-Related Felonies
252.203-7002	Requirement to inform employees of whistleblower rights
252.203-7003	Agency Office of the Inspector General
252.203-7004	Display of Hotline Poster
252.204-7000	Disclosure of Information
252.204-7004	Alternate A System for Award Management
252.204-7012	Safeguarding Covered Defense Info and Cyber Incident Reporting
252.204-7014	Limitations on the use or disclosure of information by litigation support
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.209-7010	Critical Safety Items
252.211-7000	Acquisition Streamlining
252.211-7003	Item Unique ID and Valuation
252.215-7000	Pricing Adjustments
252.219-7003	Small Business Subcontracting Plan
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Reporting of Contract Performance Outside the US and Canada
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7025	Restriction on Acquisition of Forgings
252.225-7048	Export Controlled Item
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, & Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data - Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restriction - Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Info Marked with Restrictive Legends
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data - Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data

252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space
252.231-7000	Supplemental Cost Principles
252.234-7002	Earned Value Management System Deviation
252.239-7001	Information Assurance Contractor Training and Certification
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontractors for Commercial Items
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property
252.245-7004	Reporting, Reutilization and Disposal
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea-Basic
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction

END USER BOEING/USG

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Materials

All Goods to be delivered shall consist of new materials.

For subcontractors, contract manufacturers, and authorized distributors, only new authentic materials are to be used in Goods delivered to the Buyer. No counterfeit or suspect counterfeit parts are to be contained with the delivered goods. Parts shall be purchased directly from the OEM or its authorized sources independent distributors (brokers) shall not be used without written consent from Buyer.

Raw material: there shall be no more than two distributors between the OEM and/or its supplying mill and the Buyer. The OEM and/or its supplying mill is tier one, a tier two distributor must provide traceability to the OEM and/or its supplying mill. A tier three distributor must provide purchase order traceability from the tier two distributor to the OEM and/or its supplying mill. If unable to purchase from the above, Seller must have approval from the Buyer to use another source. If no such approval exists, the Buyer must be notified and shall provide consent prior to using another source. Note: any materials provided by the Buyer are considered compliant.

Every article of foreign origin shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article will permit in such manner as to indicate to the ultimate purchaser the English name of the country of origin of the article.

Quality and Right of Access

Seller and its suppliers shall establish and maintain a quality management system consistent with Subcontract requirements or industry standards (e.g., ISO 9001, AS9100, AS9110, AS9115, AS9120, ISO 17025, FAA Part 145) and a suspect unapproved/counterfeit parts prevention program consistent with current industry standards (e.g., AS5553, AS6496, AS6174).

Subject to applicable national security regulations, Buyer, Buyer's representatives, Buyer's Customer, and regulatory authorities shall have the right of access, on a non-interference basis, to any area of Seller's or Seller's sub-tier supply chain premises where any part of the work is being performed and to applicable documented information at any level of the supply chain. Seller shall flow this requirement down to its sub-tier supply chain as a condition of this Subcontract. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer, Buyer's representatives, and Buyer's Customer in the performance of their duties.

Business Ethics and Conduct

Seller shall conduct its business fairly, impartially, and in an ethical and proper manner.

Property Management

Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and all property to which Buyer acquires an interest by this subcontract and shall be responsible for all loss or damage to said property except for normal wear and tear. For U.S. Government contracts, Seller's responsible for all loss or damage to said property shall be determined in accordance with Buyer's prime contract with its government customer.

Insurance

Seller shall secure, maintain, and cause its subcontractors to maintain general liability insurance, property damage, employer's liability and worker's compensation insurance, professional errors, and omissions insurance, motor vehicle liability and aviation liability.

- Commercial General Liability: \$5,000,000 combined single limit per occurrence
- Worker's Compensation Statutory: \$1,000,000 each person/accident
- Automobile Liability: \$5,000,000 combined single limit per accident
- Professional Liability: \$5,000,000 per claim
- Aviation Liability: \$50,000,000 per occurrence

The seller shall notify buyer when cancellation or any material change in the policies adversely affects the interests of the buyer in such insurance and such changes shall not become effective until thirty (30) days after written notice is provided to the buyer.

Release of Information

Except as required by law, Seller shall not publish any information developed under this subcontract, nor disclose, confirm, or deny any details about the existence or subject matter of this subcontract, or use Buyer's name in connection with Seller's sales promotion or publicity without prior written approval of the Buyer.

Crestview FAR & DFAR Flowdowns

52.202-1 Definitions.
52.203-2 Certificate of Independent Price Determination.
52.203-3 Gratuities.
52.203-5 Covenant Against Contingent Fees.
52.203-6 Restrictions on Subcontractor Sales to the Government.
52.203-7 Anti-Kickback Procedures.
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.
52.203-10 Price or Fee Adjustment for Illegal or Improper Activities
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
52.203-12 Limitation on Payments to Influence Certain Federal Transactions.
52.203-13 Contractor Code of Business Ethics and Conduct.
52.203-14 Display of Hotline Poster(s).
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
52.203-16 Preventing Personal Conflicts of Interest.
52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
52.204-2 Security Requirements.
52.204-5 Women-Owned Business (Other Than Small Business).
52.204-8 Annual Representations and Certifications.
52.204-9 Personal Identity Verification of Contractor Personnel.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.
52.204-12 Unique Entity Identifier Maintenance.
52.204-14 Service Contract Reporting Requirements.
52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.
52.204-21 Basic Safeguarding of Covered Contractor Information Systems.
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.209-5 Certification Regarding Responsibility Matters.
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.209-7 Information Regarding Responsibility Matters.
52.211-5 Material Requirements.
52.211-7 Alternatives to Government-Unique Standards.
52.211-15 Defense Priority and Allocation Requirements.
52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.
52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items).
52.215-2 Audit and Records-Negotiation.
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data.
52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications.
52.215-12 Subcontractor Certified Cost or Pricing Data.
52.215-13 Subcontractor Certified Cost or Pricing Data-Modifications.
52.215-14 Integrity of Unit Prices.
52.215-15 Pension Adjustments and Asset Reversions.
52.215-16 Facilities Capital Cost of Money
52.215-17 Waiver of Facilities - Capital Cost of Money
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.
52.215-19 Notification of Ownership Changes.
52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.
52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.
52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort.
52.215-23 Limitations on Pass-Through Charges.
52.216-7 Allowable Cost and Payment (Cost Reimbursement) – Seller agrees to execute assignment documents in order to meet subsection (h)
52.216-8 Fixed Fee – Applicable if this is a cost plus fixed fee order.
52.216-10 Incentive Fee – Applicable if this is a cost plus incentive fee order.
52.216-11 Cost Contract – No Fee – Applicable if this is a cost no fee order.
52.216-12 Cost Sharing Contract – No Fee – Applicable if this is a cost sharing, no fee order
52.216-25 Contract Definitization.
52.219-1 Small Business Program Representations.
52.219-8 Utilization of Small Business Concerns.
52.219-9 Small Business Subcontracting Plan.
52.219-16 Liquidated Damages-Subcontracting Plan.
52.219-28 Post-Award Small Business Program Representation.
52.222-1 Notice to the Government of Labor Disputes.
52.222-2 Payment for Overtime Premiums – Insert “0%” in paragraph (a) unless indicated otherwise on the face of this order
52.222-3 Convict Labor.
52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation.
52.222-11 Subcontracts (Labor)
52.222-17 Nondisplacement of Qualified Workers.
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products.

52.222-19 Child Labor-Cooperation with Authorities and Remedies.
52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.
52.222-21 Prohibition of Segregated Facilities.
52.222-22 Previous Contracts and Compliance Reports.
52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation.
52.222-25 Affirmative Action Compliance.
52.222-26 Equal Opportunity.
52.222-27 Affirmative Action Compliance Requirements for Construction (over \$10,000)
52.222-29 Notification of Visa Denial.
52.222-33 Notice of Requirement for Project Labor Agreement
52.222-34 Project Labor Agreement
52.222-35 Equal Opportunity for Veterans.
52.222-36 Equal Opportunity for Workers with Disabilities.
52.222-37 Employment Reports on Veterans.
52.222-38 Compliance with Veterans [€] ™ Employment Reporting Requirements.
52.222-40 Notification of Employee Rights Under the National Labor Relations Act.
52.222-41 Service Contract Labor Standards.
52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)
52.222-44 Fair Labor Standards Act and Service Contract Act – Price Adjustment
52.222-50 Combating Trafficking in Persons.
52.222-54 Employment Eligibility Verification.
52.222-55 Minimum Wages Under Executive Order 13658.
52.222-56 Certification Regarding Trafficking in Persons Compliance Plan.
52.222-62 Paid Sick Leave Under Executive Order 13706.
52.223-1 Biobased Product Certification.
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
52.223-3 Hazardous Material Identification and Material Safety Data.
52.223-4 Recovered Material Certification.
52.223-6 Drug-Free Workplace.
52.223-7 Notice of Radioactive Materials.
52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items.
52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.
52.223-15 Energy Efficiency in Energy-Consuming Products.
52.223-16 Acquisition of EPEAT [®] -Registered Personal Computer Products.
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.
52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.
52.224-2 Privacy Act.
52.224-3 Privacy Training.
52.225-1 Buy American-Supplies
52.225-2 Buy American Certificate.
52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act.
52.225-3_Alternate I
52.225-3_Alternate II
52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate.
52.225-5 Trade Agreements.
52.225-6 Trade Agreements Certificate.
52.225-8 Duty-Free Entry.
52.225-9 Buy American Act - Construction Materials.
52.225-10 Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials

52.225-11 Buy American Act-Construction Materials Under Trade Agreements
52.225-13 Restrictions on Certain Foreign Purchases.
52.225-18 Place of Manufacture.
52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification.
52.225-21 Required Use of American Iron, Steel, Manufactured Materials– Buy American Act Construction Materials.
52.225-22 Notice of Required Use of American Iron, Steel, Manufactured Materials– Buy American Act Construction Materials.
52.225-23 Required Use of American Iron, Steel, Mfg’d Matls– Buy American Act Construction Matls Under Trade Agreements.
52.225-24 Notice of Required Use of American Iron, Steel, Manufactured Materials– Buy American Act Construction Materials Under Trade Agreements.
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.
52.225-26 Contractors Performing Private Security Functions Outside the United States.
52.227-1 Authorization and Consent.
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.
52.227-6 Royalty Information.
52.227-9 Refund of Royalties.
52.227-10 Filing of Patent Applications-Classified Subject Matter.
52.227-11 Patent Rights-Ownership by the Contractor.
52.227-14 Rights in Data-General.
52.227-16 Additional Data Requirements.
52.227-19 Commercial Computer Software License.
52.228-3 Workers Compensation Insurance (Defense Base Act).
52.228-4 Workers Compensation and War-Hazard Insurance Overseas.
52.228-5 Insurance-Work on a Government Installation.
52.229-2 North Carolina State and Local Sales and Use Tax.
52.229-3 Federal, State, and Local Taxes.
52.230-1 Cost Accounting Standards Notices and Certification.
52.230-2 Cost Accounting Standards.
52.230-3 Disclosure and Consistency of Cost Accounting Practices.
52.230-4 Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns.
52.230-5 Cost Accounting Standards-Educational Institution.
52.230-6 Administration of Cost Accounting Standards.
52.232-7 Payments Under Time and Materials and Labor Hour Contracts (“schedule” means Purchase Order, “voucher(s)” Means Purchase Order. “Government” means Buyer and “Contracting Officer” means Buyer Purchasing Representative.
52.232-9 Limitation on Withholding of Payments.
52.232-16 Progress Payments.
52.232-7 Purchasing Representative.
52.232-20 Limitation of Cost (if fully funded).
52.232-22 Limitation of Funds (if incrementally funded).
52.232-27 Prompt payment for construction contracts.
52.232-32 Performance-Based Payments.
52.232-39 Unenforceability of Unauthorized Obligations.
52.232-40 Providing Accelerated Payments to Small Business Subcontractors.
52.233-3 Protest after Award.
52.233-4 Applicable Law for Breach of Contract Claim.
52.234-1 Industrial Resources Developed Under Title III, Defense Production Act.
52.234-4 Earned Value Management System.
52.236-13 Accident Prevention.

52.237-2 Protection of Government Buildings, Equipment, and Vegetation.
52.239-1 Privacy or Security Safeguards.
52.242-13 Bankruptcy.
52.242-15 Stop-Work Order.
52.242.15 Alt I Stop Work Order.
52.242-17 Government Delay of Work.
52.243-1 Changes-Fixed-Price.
52.243-2 Changes – Cost-Reimbursement – Applicable if this is a Cost-Reimbursement Order
52.243-3 Changes – Time and Material or Labor-Hours – Applicable if this is a Time and Material or Labor Hour Order.
52.243-6 Change Order Accounting.
52.244-2 Subcontracts.
52.244-5 Competition in Subcontracting.
52.244-6 Subcontracts for Commercial Items.
52.245-1 Government Property.
52.245-2 Government Property Installation Operation Services.
52.245-9 Use and Charges.
52.246-2 Inspection of Supplies-Fixed-Price.
52.246-3 Inspection of Supplies (Cost Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed acceptable by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
52.246-4 Inspection of Services-Fixed-Price.
52.246-5 Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government or Buyer.” The provisions in this clause for access, Inspection of Services (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
52.246-6 Inspection – Time and Material and Labor Hour – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k), it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government
52.246-11 Higher-Level Contract Quality Requirement.
52.246-12 Inspection of Construction
52.246-16 Responsibility for Supplies.
52.247-63 Preference for U.S.-Flag Air Carriers.
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels.
52.247-67 Submission of Transportation Documents for Audit
52.248-1 Value Engineering.
52.248-3 Value Engineering – Construction (over \$250,000).
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).
52.249-2 Termination for Convenience of the Government (Fixed-Price).
52.249-6 Alt IV Termination (Cost-Reimbursement) – “Government” means “Buyer” and “Contracting Officer” means “Buyer’s purchasing representative.” In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days,” respectively. In paragraph (e) change “1 year” to “six months.” Alternate IV is applicable to Time and Material or Labor-Hour orders only.
52.249-8 Default (Fixed-Price Supply and Service).

52.249-14 Excusable Delay
52.253-1 Computer Generated Forms.
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies
252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.203-7003 Agency Office of the Inspector General.
252.203-7004 Display of Hotline Posters.
252.204-7000 Disclosure of Information.
252.204-7004 Antiterrorism Awareness Training for Contractors.
252.204-7007 Alternate A, Annual Representations and Certifications.
252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.
252.204-7013 Reserved.
252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors.
252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support.
252.209-7001 Reserved.
252.209-7002 Disclosure of Ownership or Control by a Foreign Government.
252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country
252.209-7008 Notice of Prohibition Relating to Organizational Conflict of Interest—Major Defense
252.209-7009 Organizational Conflict of Interest—Major Defense Acquisition Program.
252.211-7000 Reserved.
252.211-7003 Item Unique Identification and Valuation.
252.211-7006 Passive Radio Frequency Identification.
252.211-7007 Reporting of Government-Furnished Property.
252.215-7000 Reserved.
252.215-7002 Cost Estimating System Requirements.
252.215-7004 Requirement for Submission of Data Other Than Certified Cost or Pricing Data - Canada
252.219-7003 Small Business Subcontracting Plan (DoD Contracts) - over \$700K .
252.222-7000 Restrictions on Employment of Personnel.
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements.
252.222-7007 Representation Regarding Combating Trafficking in Persons
252.223-7001 Hazard Warning Labels
252.223-7002 Safety Precautions
252.232-7003 Change in Place of Performance
252.223-7004 Drug Free Work Force
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous materials
252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.223-7008 Prohibition of Hexavalent Chromium
252.225-7000 Buy American--Balance of Payments Program Certificate.
252.225-7001 Buy American and Balance of Payments Program.
252.225-7002 Qualifying Country Sources as Subcontractors.
252.225-7003 Report of Intended Performance Outside the United States and Canada - Submission with Offer
252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission after Award
252.225-7006 Acquisition of the American Flag.
252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7008 Restriction on Acquisition of Specialty Metals
252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010 Commercial Derivative Military Articles - Specialty Metals Compliance Cert
252.225-7012 Preference for Certain Domestic Commodities.
252.225-7013 Duty-Free Entry.
252.225-7015 Restriction on Acquisition of Hand or Measuring Tools

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
252.225-7019 Restriction on Acquisition of Anchor and Mooring Chain
252.225-7020 Trade Agreements Certificate.
252.225-7021 Trade Agreements.
252.225-7025 Restriction on Acquisition of Forgings.
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
252.225-7028 Exclusionary Policies and Practices of Foreign Governments
252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7031 Secondary Arab Boycott of Israel.
252.225-7032 Waiver of United Kingdom Levies—Evaluation of Offers.
252.225-7033 Waiver of United Kingdom Levies.
252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate
252.225-7036 Buy American—Free Trade Agreements--Balance of Payments Program
252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States.
252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
252.225-7044 Balance of Payments Program--Construction Material.
252.225-7045 Balance of Payments Program--Construction Material Under Trade Agreements
252.225-7046 Exports by Approved Community Members in Response to the Solicitation
252.225-7047 Exports by Approved Community Members in Performance of the Contract
252.225-7048 Export-Controlled Items.
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.
252.227-7013 Rights in Technical Data--Noncommercial items
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015 Technical Data--Commercial Items.
252.227-7016 Rights in Bid or Proposal Information.
252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7018 Rights in Noncommercial Technical Data and Computer Software
252.227-7019 Validation of Asserted Restrictions--Computer Software
252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked
252.227-7026 Deferred Delivery of Technical Data or Computer Software
252.227-7027 Deferred Ordering of Technical Data or Computer Software
252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
252.227-7030 Technical Data--Withholding of Payment.
252.227-7033 Rights in Shop Drawings.
252.227-7037 Validation of Restrictive Markings on Technical Data
252.227-7038 Patent Rights—Ownership by the Contractor (large business)
252.227-7039 Patents--Reporting of Subject Inventions.
252.228-7001 Ground and Flight Risk.
252.228-7005 Accident Reporting and Investigation
252.229-7011 Reporting of Foreign Taxes
252.229-7014 Taxes—Foreign Contracts in Afghanistan.
252.231-7000 Supplemental Cost Principles.
252.234-7002 Earned Value Management System.
252.234-7003 Notice of Cost and Software Data Reporting System.
252.234-7004 Cost and Software Data Reporting System.
252.235-7003 Frequency Authorization.
252.235-7004 Protection of Human Subjects.
252.236-7013 Requirement for Competition

252.237-7019 Training for Contractor Personnel Interacting
252.237-7023 Continuation of Essential Contractor Services .
252.237-7024 Notice of Continuation of Essential Contractor Services .
252.239-7000 Protection Against Compromising Emanations.
252.239-7001 Information Assurance Contractor Training and certification
252.239-7009 Representation of Use of Cloud Computing.
252.239-7010 Cloud Computing Services.
252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7017 Notice of Supply Chain Risk.
252.239-7018 Supply Chain Risk.
252.243-7001 Pricing of Contract Modifications.
252.243-7002 Requests for Equitable Adjustment.
252.244-7000 Subcontracts for Commercial Items.
252.244-7001 Contractor Purchasing System Administration.
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property.
252.245-7002 Reporting Loss of Government Property.
252.245-7003 Contractor Property Management System Administration.
252.245-7004 Reporting, Reutilization, and Disposal.
252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System.
252.246-7008 Sources of Electronic Parts.
252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge
252.247-7022 Representation of Extent of Transportation by Sea
252.247-7023 Transportation of Supplies by Sea.
252.247-7024 Reserved.
252.249-7002 Notification of Anticipated Contract Termination or Reduction

END USER CRESTVIEW/BDS

P1042 Bell

Buyer, Buyer’s End Customer or U.S. Government Furnished Manufacturing Materials

Except as otherwise provided, Seller must not use, reproduce, or disclose for the benefit of any party other than Buyer, any Manufacturing Materials furnished by the Buyer. Seller must not use the Manufacturing Materials to produce or manufacture Goods, other than those required by the PO, without written authorization from the Buyer.

Title to Manufacturing Materials furnished by Buyer will remain with Buyer, Buyer’s end customer or U.S. Government, as applicable at all times. Seller must bear the risk of loss, damage or destruction of the Manufacturing Materials which are lost, damaged or destroyed unless such loss, damage or destruction is solely and directly caused by Buyer’s negligence.

Seller is responsible for care, maintenance, use and records of Buyer Furnished Manufacturing Materials. Physical inventories will be performed as required by Buyer.

All Buyer furnished Manufacturing Materials, together with spoiled and surplus materials and Goods must be returned to Buyer upon termination or completion of the Order unless Buyer will direct otherwise in writing. When Buyer approves Manufacturing Materials to be furnished to Seller’s subcontractors for procurement of Goods by Seller for use in the performance of Buyer’s Order, Seller must insert the substance of this clause in its subcontracts.

Seller acknowledges that Buyer’s Manufacturing Materials are unique and proprietary and that monetary damages will be inadequate to compensate Buyer for Seller’s breach of this provision. The parties agree that, in addition to any other remedies available to Buyer under the Order, or at law or in equity, Buyer will be entitled to seek injunctive relief to enforce the terms of this supplier purchase order condition.

Quality Control/Inspection-Seller Compliance

Seller agrees to permit Buyer or U.S. Government access to its facilities, quality system procedures, processes and documentation related product/service compliance to requirements. The accessibility will remain applicable to Seller in addition to any special quality assurance provisions, which may be incorporated elsewhere in the order.

The Seller is responsible for compliance to all contract (e.g., engineering, specification, purchase order, etc.) requirements. All documents, drawings, and specifications regardless of origin, are applicable to the Seller when specified in the contract or in documents referenced in the contract, and are required to be flowed down to all levels of the supply chain. Audit, surveillance, inspection nor tests made by Buyer, Buyer's representatives, or its customer(s), at Seller's facilities, at any sub-tier facilities, or upon receipt at Buyer's facilities, relieves the Seller of the responsibility to furnish acceptable products or services that conform to all contract requirements; nor does it preclude subsequent rejection by Buyer or its customer(s). Failure to comply with Quality System requirements or to achieve an acceptable quality performance level may result in an on-site audit or additional source inspection oversight being initiated by the Buyer, at Seller's expense.

Bell General Tooling Requirements (only applicable if tooling is involved)

When required, the latest revision of Bell General Tooling Document is applicable to the Order. All lost, damaged or destroyed tools will be charged to the Seller at replacement value.

Public Release of Materials

Seller shall not advertise or publicize without Buyer's prior written consent, in any medium, including without limitation, any print, broadcast, direct mailing, or any internet web site maintained by or for Seller, the fact that the Seller is a supplier of products or services to Buyer. Neither Seller nor its subcontractors, suppliers or agents shall without Buyer's prior written consent (i) use Buyer's name, photographs, logos, trademarks, or any other identifying information in any such medium; (ii) use (except to communicate with the Buyer, or its affiliates) any internet domain names, metatags, or electronic mail addresses containing the names "Bell", "Bell Helicopter", "Textron", or the names of any product or service for which Buyer owns the trademark; or (iii) provide a link to any domain name or internet address registered to Buyer or Buyer's customer.

Gratuities and Kickbacks

Seller (or any agent or representative of Seller) will not offer or provide gratuities to any employee of Buyer or Buyer's customer. Seller is prohibited from providing, offering, or attempting to offer kickbacks. Seller must have and follow procedures designed to prevent and detect possible violations. Seller shall report any possible violations to the Buyer in writing and shall cooperate fully with the U.S. Government investigating a possible violation. The substance of this clause shall be included in all subcontracts issued under this order. The Seller hereby certifies to the best of their knowledge and belief that (i) no U.S. Government appropriated funds have been paid or will be paid, by or on behalf of the Seller to any person for influencing or attempting to influence an officer or employee or any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement. (ii) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Seller shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions. (iii) Seller shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Bell FAR and DFARS Clause Flow-downs in Fulfillment of a U.S. Government Contract

52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY 05 2014
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS 06 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY 05 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB & OTHER
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 08 2020
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION. 06 2023
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS 11 2015
52.215-11	DEV PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS 10 2021
52.215-13	DEV SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2022-00001) 10 2021
52.215-23	ALT I LIMITATIONS ON PASS-THROUGH CHARGES, ALTERNATE I 10 2009
52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION 12 2002
52.216-7	ALLOWABLE COST AND PAYMENT 08 2018
52.219-9	ALT II SMALL BUSINESS SUBCONTRACTING PLAN, ALTERNATE II 11 2016
52.219-9	ALT IV SMALL BUSINESS SUBCONTRACTING PLAN, ALTERNATE IV 09 2023
52.222-20	CONTRACTS OR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15K 05 2014
52.232-20	LIMITATION OF COST 04 1984
52.232-22	LIMITATION OF FUNDS 04 1984
52.242-15	STOP-WORK ORDER, ALTERNATE I 04 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS 12 2022
52.243-7	NOTIFICATION OF CHANGES 01 2017
52.245-9	USE AND CHARGES 04 2012
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT 12 2014
52.246-16	RESPONSIBILITY FOR SUPPLIES 04 1984
52.246-26	REPORTING NONCONFORMING ITEMS 11 2021
52.246-2-ALT-1	INSPECTION OF SUPPLIES--FIXED-PRICE, ALTERNATE I 07 1985
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT 04 1984
52.253-1	COMPUTER GENERATED FORMS 01 1991
252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES 12 2018
252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME. 01 2023
252.225-7060	PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION. 06 2023
252.225-7061	RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT & CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS
252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS 05 2023
252.234-7002	EARNED VALUE MANAGEMENT SYSTEM 05 2011
252.245-7005	MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY 01 2024
5252.204-9501	NATIONAL STOCK NUMBERS 03 2007
5252.247-9508	PROHIBITION AND LIMITATIONS FOR PACKING MATERIALS 08 2019

END USER BELL/USG

P1043 Boeing Inspection

At no additional cost to Buyer, Goods shall be subject to inspection, surveillance, and test at reasonable times and places, including Seller's and Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review, and assess progress and performance under this Contract, including production, schedule, and quality. Any Buyer representative shall be allowed access to all areas used for the performance of this Contract. Buyer shall perform inspections, surveillance, reviews, and tests so as not to unduly delay the work.

Counterfeit Parts Prevention

Seller shall not furnish Counterfeit Parts, which are defined as unauthorized copies, imitation, substitute, or modified parts (e.g., materials, parts, components, subassemblies) which are misrepresented as specified genuine parts of an original or authorized manufacturer. Counterfeit Parts can include the false identification of grade, serial number, lot number, date code, documentation, performance characteristics, or the representation of used parts as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit.

Seller shall plan, implement, and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following: training of appropriate persons in the awareness and prevention of Counterfeit Parts; application of a parts obsolescence monitoring program; controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources; Requirements for assuring traceability of parts and components to their original or authorized manufacturers; verification and test methodologies to detect counterfeit parts; monitoring of counterfeit parts reporting from external sources; and quarantining and reporting of suspect or detected counterfeit parts, including preventing reentry into the supply chain.

If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts to Buyer, Seller shall promptly notify Buyer. Seller bears responsibility for procuring authentic parts or items from its subcontractors and shall ensure that

all such subcontractors comply with the requirements of this Article. Seller shall include the substance of this Article, including this flow down requirement, in all subcontracts awarded by Seller for work under this Contract.

Business Conduct

Supplier Code of Conduct

Buyer is committed to a set of core values that includes transparency, integrity, accountability, and respect. In furtherance of this commitment, Buyer has adopted a Supplier Code of Conduct that outlines expected values and behaviors for all suppliers, including their employees, agents, and subcontractors. This code may be downloaded at Boeing's public portal. Buyer strongly encourages Seller to adopt and enforce concepts values and behaviors consistent with those embodied in the Supplier Code of Conduct. Seller shall include the substance of this provision, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

Environmental Health and Safety

Environment, Health and Safety Performance. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health, and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Buyer expects that Seller's EMS shall promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this provision to its suppliers. Seller shall not deliver Goods that contain asbestos mineral fibers. If requested by Buyer, Seller shall provide to Buyer or its authorized third-party service provider, the chemical profile of Goods (by part number).

Work Transfer

Seller shall not and shall ensure its supply chain shall not, initiate a movement or transfer of the location for the work to be performed under this Contract to another facility without Buyer's prior written approval.

Ethics and Compliance Program

Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Seller shall publicize to its employees who are engaged in the performance of work under this Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents by going to Boeing's public portal. Seller shall convey the substance of this provision to its suppliers.

Subcontracting

Seller agrees that no subcontract placed under this Contract shall provide for payment on a cost-plus-a- percentage-of-cost basis.

Access to Plants and Properties

Where Seller is either entering or performing work at premises owned or controlled by Buyer or Buyer's customer or obtaining access electronically to Buyer systems or information, Seller shall comply with: (i) all the rules and regulations established by Buyer or Buyer's customer for access to and activities in and around premises controlled by Buyer or Buyer's customer; (ii) Buyer requests for information and documentation to validate citizenship or immigration status of Seller's personnel or subcontractor personnel; and (iii) "The Boeing Company On-Site Environment, Health and Safety Supplemental Provisions" located in SP4 at Boeing's public portal as may be updated from time to time, which is incorporated by reference. In addition, Seller acknowledges that Buyer may perform routine background checks on Seller personnel. Seller shall include the substance of this Article, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

Trade Control Compliance

The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").

Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export-controlled item, data, or services, without providing advance notice to Buyer and obtaining the requisite export or import authority.

Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller's compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any Governmental entity.

Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.

Seller shall incorporate into any contracts with its sub-tier suppliers, obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

Publicity and Customer Communications

Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding Goods or this Contract or the program to which it pertains. Seller shall be responsible to Buyer for any breach of such obligation by any subcontractor.

Except as otherwise expressly provided in this Contract, Buyer shall be responsible for all coordination and communication with Buyer's customer, including any higher-tier contractors, regarding Goods or this Contract or the program to which it pertains. Seller shall have no communications regarding the foregoing with Buyer's customer, including any higher-tier contractors, without Buyer's advance written approval and coordination.

Property Management

Buyer's Property. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract. Seller assumes all risk of loss, destruction, or damage of such property while in Seller's possession, custody, or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract without Buyer's prior written consent. Seller shall notify Buyer's Authorized Procurement Representative if Buyer's property is lost, damaged, or destroyed. As directed by Buyer's Authorized Procurement Representative, upon completion or termination of this Contract, Seller shall deliver such property, to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this Article limits Seller's use, in its direct contracts with the Government, of property in which the Government has an interest

Government-Owned Property. To the extent that Seller, including any subcontractor thereof, uses U.S. Government property, either furnished to or acquired by Seller under this Contract, in the performance of this Contract, Seller shall manage such property in accordance with FAR 52.245-1 (SEP 2021), unless some other date version or equivalent FAR clause is provided elsewhere in this Contract, as implemented through the requirements of clause E000, which is incorporated by reference into this Contract.

Special Tooling. To the extent that Seller, including any subcontractor thereof, uses special tooling, either furnished to or acquired by Seller under this Contract, in the performance of this Contract, Seller shall manage such tooling in accordance with clause E223 (available on Boeing's public portal), which is incorporated by reference into this Contract.

Insurance and Protection of Property

The following provisions shall only apply if and to the extent Seller's personnel enter or perform work at premises owned or controlled by Buyer or Buyer's customer:

Commercial General Liability. Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by Buyer, commercial general liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including that specifically assumed under subparagraph a herein), and goods and completed-operations insurance with limits of not less than \$1,000,000 per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.

Automobile Liability. If licensed vehicles are used in connection with the performance of the work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, business automobile liability insurance covering all vehicles, whether owned, hired, rented, borrowed, or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Workers' Compensation and Employers' Liability. Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor thereof shall, cover or maintain insurance in accordance with the applicable laws relating to workers' compensation (and employers' liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or about Buyer's premises. If Buyer is required by any applicable law to pay any workers' compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.

Certificates of Insurance. Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance with the requirements set forth in subparagraphs b, c, and d. Such certificates shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for thirty (30) days advance written notice to Buyer in the event of termination. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein, or failure of Buyer to request such certificates, endorsements, or other proof of coverage shall not constitute a waiver of Seller's or its subcontractor's obligations hereunder.

Self-Assumption. Any self-insured retention, deductibles, or exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property. Seller assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed, or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees, and agents for any such loss, destruction, or damage. At all times, Seller shall, and ensure that all subcontractors thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.



HELICOMB

HWI 71-02
SUPPLIER PURCHASE
ORDER CONDITIONS

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Document Change History

Rev.	Change History	Rev. Date
Orig	Original	12/09/2019
A	Added P1029	01/09/2020
B	Added P1030, P1031	01/23/2020
C	Added P1032 NGCAD, P1033 NGCAD, P1034 Vertex, P1035 NGCAS OTC, added End User Information to each SPOC	06/19/2020
D	P1012 Added paragraph to Quality-Seller Compliance – Right of Access; Added P1036 USCG	07/23/2020
E	Added FAR 52.-203.13 Contractor Code of Business Ethics & Conduct to P1013; Added 1037	10/26/2020
F	Added P1038	01/05/2021
G	Revised P1001-P1004 to web-sites to pccaero.com, revised P1006 & P1007 for contact PA for prime contract number, revised web-sites to top level company web-site only (no links/drill downs), added P1039	08/17/2021
H	Revised P1013 to add FARs; revised P1001-P1004 to remove web-site link and add verbiage to contact the Helicomb procurement agent if the supplier does not have access to the documents(s), revised signature/approval block	09/09/2022
I	Updated Cover Page for address and logo; Overview updated for archive instructions; Updated P1023 & P1034 for name change from Vertex to Crestview; SPOCs archived for closed contracts: P1016-P1022, P1026, P1027, P1029, P1031, P1032, P1033, P1034, P1037; misc. document clean-up, added SPOC 1040 for Boeing	02/10/2024
J	Added SPOC 1041 for Crestview	04/25/2024
K	Added SPOC 1042 for Bell, SPOCs archived for closed contracts P1012, P1013	07/23/2024
L	Added SPOC 1043 for Boeing revised GP1 flow downs	09/04/2024
M	Revised SPOC 1035 to add new FAR/DFAR/NAVAR list with effectivity	09/16/2024