

NORTHROP GRUMMAN SYSTEMS CORPORATION

ADDENDUM TO COMMERCIAL TERMS AND CONDITIONS FOR U.S. NAVY AND ROYAL AUSTRALIAN AIR FORCE (RAAF) MQ-4C TRITON UNMANNED AIRCRAFT SYSTEM (UAS) SUSTAINING ENGINEERING AND SUPPORT IV CONTRACT # N00019-24-C-0005

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Systems Corporation Purchase Order Terms and Conditions shall be resolved in favor of the conditions in this addendum.

I. REVISIONS

- A. The following changes are made to the clause entitled, "Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS) Flowdown Clauses and Provisions":

1. Add the following DFARS in full text:

**252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems.
(DEVIATION 2020-O0015)**

Use the following clause in solicitations and contracts, including solicitations and contracts using far part 12 procedures for the acquisition of commercial items, unless—

- (a) the acquisition is for—
(1) counter-unmanned aircraft system surrogate testing and training; OR
(2) intelligence, electronic warfare, and information warfare operations, texting, analysis, and training; or
(b) a waiver has been granted by the secretary of defense in accordance with section 848 of the national defense authorization act for fiscal year 2020 (pub. L. 116-92).

**PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE
UNMANNED AIRCRAFT SYSTEMS (MAY 2020)
(DEVIATION 2020-O0015)**

- (a) prohibition. In accordance with section 848 of the national defense authorization act for fiscal year 2020, the contractor shall not provide or use in the performance of this contract—

- (1) An unmanned aircraft system (UAS), or any related services or equipment, that—
(i) is manufactured in the people's republic of China or by an entity domiciled in the people's republic of China;
(ii) uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the people's republic of China or by an entity domiciled in the people's republic of China;
(iii) uses a ground control system or operating software developed in the people's republic of China or by an entity domiciled in the people's republic of China; or
(iv) uses network connectivity or data storage located in, or administered by an entity domiciled in, the people's republic of China; or
(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured—
(i) in the people's republic of China; or
(ii) by an entity domiciled in the people's republic of China.

- (b) *Subcontracts*. The contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

II. ADDITIONAL CONDITIONS

COMPLIANCE WITH CYBER SECURITY CLAUSES

Seller must comply with the provisions of FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems, DFARS 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information, DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting, and DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements, all of which are incorporated

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herein by reference. Seller shall provide adequate security on all covered information systems in accordance with the provisions of these clauses. The Seller shall notify the Buyer immediately should Seller not be in compliance with any aspect of or wish to deviate from the provisions of NIST SP 800-171.