

Additional Terms and Conditions
Basic Ordering Agreement (BOA) in Support of Supplies and Services for E-2C, E-2D, C-2,
EA-6B Weapons Systems, BAMS Program and NAVICP Mechanicsburg/Philadelphia
(Domestic and Foreign Military Sales – FMS)
Prime Contract N00019-10-G-0004

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

The FAR, DFARS, and NAVAIR clauses cited below are incorporated herein at the effective version found in Buyer's Prime Contract, or higher-tier subcontract under which this Order is a subcontract.

Where necessary to derive proper meaning in a subcontract situation from these clauses, "Contractor" means "Subcontractor, Supplier or Seller" "Contracting Officer" means "Buyer", "Contract" means this "Order" and "Government" means "Buyer and/or the Buyer's Customer" as applicable. However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative; (2) when title to property is to be transferred directly to the Government.

I. Changes to Terms and Conditions

A. The following changes are made to the clause entitled, "FAR and DFARS Provisions/Clauses":

1. Add the following Federal Acquisition Regulation (FAR) clauses:

52.227-1 Alt I	AUTHORIZATION AND CONSENT – ALTERNATE I <i>(Applicable to Research and Development Orders)</i>
52.227-14	RIGHTS IN DATA-GENERAL & ALT. V
52.227-16	ADDITIONAL DATA REQUIREMENTS
52.242-15 Alt I	STOP WORK ORDER – ALTERNATE I <i>(Applicable to Cost Reimbursement Orders)</i>
52.243-7	NOTIFICATION OF CHANGES <i>(Under paragraph (b), the period is 70 days, under paragraph (d), the response time is 80 days).</i>
52.246-3	INSPECTION OF SUPPLIES COST-REIMBURSEMENT
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT-FIXED PRICE
52.246-16	RESPONSIBILITY OF SUPPLIES

2. Add the following Department of Defense FAR Supplement (DFARS) clauses:

252.211-7003	ITEM IDENTIFICATION AND VALUATION
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION AFTER AWARD
252.228-7001	GROUND AND FLIGHT RISK
252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION
252.247-7023 Alt I	TRANSPORTATION OF SUPPLIES BY SEA – ALTERNATE I
3. RESERVED
4. Add the following Naval Air Systems Command (NAVAIR) clauses:

5252.204-9503	EXPEDITING CONTRACT CLOSEOUT
---------------	------------------------------

II. Additional Conditions

1. DISCLOSURE OF CONTRACT INFORMATION (NAVAIR 5252.204-9504)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

2. CONTRACTOR EMPLOYEES (NAVAIR 5252.211- 9510)

- (a) In all situations where Seller personnel status is not obvious, all Seller personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such Seller personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the Seller employee(s) shall:
 - (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored

event, or an event outside normal work spaces in support of the Order;

- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer of the controlling prime contract.
- (c) The Contracting Officer of the controlling prime contract will make final determination of compliance with regulations with regard to proper identification of Seller employees.

3. INVENTION DISCLOSURES AND REPORTS (NAVAIR 5252.227-9501)

(Applicable to Research and Development Orders)

- (a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.
- (b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.
Name and address of Patent Counsel:
Office of Counsel, Code K00000D
Naval Air Warfare Center Weapons Division
1 Administration Circle, Stop 1009
China Lake, California 93555-6100
- (c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.
- (d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.
- (e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier

containing a patent rights clause or certifying that there were no such subcontracts.

4. PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS (NAVAIR 5252.246-9526)

(a) Acceptance under Special Conditions. The Government may, at the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

(1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;

(2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,

(3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract.

(b) Pending completion of any supply provisionally accepted under this provision, the Contracting Officer shall withhold an amount as he determines to be appropriate from the contract price that represents the estimated value of the work remaining to be performed. The withhold will be released after final acceptance.

5. NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR 5252.227-9507)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulation (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulation (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

6. REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR 5252.232-9509) (Applies to cost-reimbursement Orders only)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not

limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

- (b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).
- (c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.
 - (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.
 - (2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.
 - (3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

- (4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.
- (d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.
- (e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.
- (f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.
- (g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.
- (h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical

illustrative or design requirements needing special processing.

7. RESERVED

8. OPERATIONS SECURITY (OPSEC)

In accordance with DoD 5205.02M, the Seller shall maintain a facility level Operations Security (OPSEC) Program to protect Critical Information (CI) to be used at the Seller facility during the performance of this Order. All Seller facilities shall provide an appropriate means for safeguarding controlled unclassified and classified documents, equipment, and materials in accordance with OPSEC requirements. The Seller shall practice OPSEC and implement countermeasures to protect E-2 CI and other sensitive unclassified information and activities, especially those activities or information which could compromise classified information or operations, or degrade the planning and execution of military operations performed or supported by the Seller in support of the mission. These requirements shall be passed to all Subcontractors.