

Additional Terms and Conditions
Various NAVAIR Programs
(Basic Ordering Agreement No. N00019-15-G-0026)

All of the additional terms and conditions set forth below are incorporated herein and made part of this 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.

I. Changes to Terms and Conditions

- A. The February 2014 version of the DoD FAR Supplement 252.227-7013 and 252.227-7014 clauses apply to this Order.
- B. The following changes are made to the clause entitled, "FAR and DFARS Provisions/Clauses":
 - 1. Add the following FAR clauses:
 - 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
 - 52.227-1 AUTHORIZATION AND CONSENT (ALT I)
 - 52.243-7 NOTIFICATION OF CHANGES
(Under paragraph b, the notification period is 60 days, under paragraph d, the response time is 120 days)
 - 52.245-9 USE AND CHARGES
 - 2. Add the following DFARS clauses:
 - 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
 - 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
 - 252.211-7003 ITEM IDENTIFICATION AND VALUATION
(Items requiring Unique Item Identification shall be identified on the resultant Order)
 - 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OTHER THAN CERTIFIED COST OR PRICING DATA-BASIC
 - 252.219-7003 (DEV) SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) – BASIC (DEVIATION 2018-O0007)
 - 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAMS)
 - 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS
 - 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS – BASIC
 - 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
 - 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEMS
 - 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL

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
 ADMINISTRATION
 252.247-7023 TRANSPORTATION BY SEA OF SUPPLIES (ALT I)

II. ADDITIONAL CONDITIONS

1. COMPLIANCE WITH RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES
 CONTAINING SPECIALTY METALS CLAUSE

Seller must comply with the provisions of DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals and is required to notify all subcontractors at all levels to comply with the provisions of this clause through inclusion of DFARS 252.225-7009 in its Subcontracts and Purchase Orders. Seller and its subcontractors must deliver compliant hardware pursuant to the requirements of this Order.

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. 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 Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (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 or Northrop Grumman Systems Corporation shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this Order.
 - d. The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.
4. DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511)
 - a. During the performance of this Order, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government or Northrop Grumman Systems Corporation. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government or Northrop Grumman Systems Corporation during performance.
 - b. The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the Seller. The Seller is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
 - c. Since the ISC is neither an employee nor an agent of the Government or Northrop Grumman Systems Corporation, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government or Northrop Grumman Systems Corporation.
 - d. The Seller acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the Seller.
 - e. To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and Seller, the Seller agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer and the Buyer.
5. PROVISIONAL ACCEPTANCE
 - a. If at the delivery date stated herein the supplies are not complete or otherwise are not in conformity with the requirements of this Order, Buyer may, nevertheless, direct their delivery and may provisionally accept them upon such inspection of the supplies as

Buyer shall deem appropriate. Provisionally accepted supplies shall be completed or otherwise brought into conformity with Order requirements by Seller at Seller's expense and as directed by Buyer. Alternatively, Buyer may elect to either perform such work at Seller's expense or to retain the non-conforming supplies, in which event the price shall be equitably reduced.

- b. If supplies are otherwise ready for delivery hereunder prior to completion of the qualification tests required by this order or by any prior order with Seller for supplies of the type to be delivered hereunder, Buyer may nevertheless direct the Seller to deliver such supplies and may provisionally accept such supplies upon (1) satisfactory completion by Seller of the acceptance tests for the supplies concerned, and (2) such other inspection of the supplies as Buyer may deem appropriate. In the event that supplies have been provisionally accepted hereunder, Seller shall, as a condition precedent to final acceptance, be obligated to complete such qualification tests successfully and to incorporate in all such supplies at no increase in Order price, (1) all corrections of a type required to pass qualification tests, and (2) replacement for non-approved, non-standard parts.
- c. Pending final acceptance of supplies which have been provisionally accepted, Buyer may, in his/her discretion, withhold such portion of the Order price as may be appropriate.
- d. Nothing in this clause shall affect the Seller's obligation under other clauses of this Order.

6. CONTRACTOR ENGINEERING SERVICES (CES) AUTHORIZED TO SUPPORT THE JAPANESE AIR SELF DEFENSE FORCE (JASDF) OUTSIDE THE UNITED STATES EVACUATION PROCEDURES (applicable to Sellers performing engineering services in Japan)

a. General

- (1) This clause applies when Seller personnel are authorized to support the JASDF in the country of Japan in the event of an evacuation from the foreign country (mandatory or non-mandatory) is issued by the United States (U.S.) Embassy or the Department of State (DOS).

b. Evacuation

- (1) Mandatory Evacuation: In the event the U.S. Embassy or the U.S. DOS orders that all non-essential American Citizens must evacuate from Japan (mandatory evacuation), that order shall serve as authorization for the Supplier CES team to stop work and evacuate at the Seller's discretion. Costs associated with Seller travel and Seller dependent travel for evacuation, relocation, and/or reentry shall be allowable to the extent permitted by the Cost Accounting Standards (CAS) applicable to this Order. Authorization to return to Japan shall only be approved by the entity that made the official order, and authorized by the release of an official notice that it is safe/advised to return.
- (2) Non-mandatory Evacuation: In the event the U.S Embassy or the DOS advises that all non-essential American Citizens should evacuate from Japan (non-mandatory evacuation), the Seller shall notify the Buyer in writing not later than 5 calendar

days from the date on which it became known to the Seller that a non-mandatory evacuation was advised. The Seller shall include in the notification a recommendation to the Government and Northrop Grumman whether to order the Seller to stop work and evacuate at the Seller's discretion, and the Buyer will respond to the Contractor within 15 calendar days.

- (3) Not later than 45 days from the date of return to Japan, the Seller shall submit to the Buyer, in accordance with the Seller's disclosure statement-
 - (i) An adequate proposal for reimbursement of costs associated with the evacuation and return to Japan;
 - (ii) The notice(s) to evacuate from/return to Japan.
- (4) Upon receipt of the submission required by paragraph (3), the Buyer will consider negotiating a modification to the Order to adjust the applicable terms and conditions along with the price to account for any or all of the