

Additional Terms and Conditions

Various NAVAIR Programs

(Basic Ordering Agreement No. N00019-20-G-0005)

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:

52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN & ALT IV (DEVIATION 2020-O0019)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
52.227-1	AUTHORIZATION AND CONSENT (ALT I)
52.243-7	NOTIFICATION OF CHANGES <i>(Under paragraph b, the notification period is 60 days, under paragraph d, the response time is 120 days)</i>
52.245-9	USE AND CHARGES
 2. Add the following DFARS clauses:

252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.211-7003	ITEM IDENTIFICATION AND VALUATION <i>(Items requiring Unique Item Identification shall be identified on the resultant Order)</i>
252.222-7999	COMBATTING RACE AND SEX STEREOTYPING (Deviation 2021-O0001)
252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS – BASIC
252.225-7021	TRADE AGREEMENTS – BASIC (DEVIATION 2020-O0019)
252.225-7972	PROHIBITION ON THE PROCUREMENT OF FOREIGN- MADE UNMANNED AIRCRAFT SYSTEMS (Deviation 2020- O0015)
252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS – PROHIBITION ON FEES AND CONSIDERATION
252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEMS <i>(Applicable to Orders that exceed \$50M)</i>

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

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. COMPLIANCE WITH CYBER SECURITY CLAUSES

Seller must comply with the provisions of FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems and DFARS 252.204-7012 Safeguarding Covered Defense Information And Cyber Incident Reporting, DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements and 252.204-7020 NIST SP 800-171 DoD Assessment Requirements, all of which are incorporated 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. Seller may access Northrop Grumman Supplier OASIS website at <http://www.northropgrumman.com/suppliers/Pages/default.aspx> for further resources related to Cyber Security.

3. COMPLIANCE WITH COUNTERFEIT ELECTRONIC PARTS CLAUSES

Seller must comply with the provisions of DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System and 252.246-7008 Sources of Electronic Parts. Both clauses are incorporated herein by reference should standard note X1066 or X1067 appear on the Order. Seller shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system and acquire electronic parts from qualified suppliers as prescribed within the DFARS clauses. Seller may access Northrop Grumman Supplier OASIS website at <http://www.northropgrumman.com/suppliers/Pages/default.aspx> for further resources related to Counterfeit Electronic Part requirements.

4. 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.

5. **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.

6. **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.

7. **OPERATIONS SECURITY (OPSEC)**

The Seller shall maintain a facility level OPSEC program to protect controlled unclassified and classified activities, information, and material used or developed by the Seller and any Subcontractor during performance of the Order. While performing aboard NAVAIR or NAVAIR sites, the Seller shall comply with the provisions of OPNAVINST 3432.1A, the local Command/Facility OPSEC policies, as well as any procedures identified in Program-Specific Operations Security Plans, and Program Protection Plans (PPP) as applicable.