General Provisions for Orders for Commercial Items Acquired under U.S. Government Contracts

NNS: Appendix A-DOD COMMERCIAL
INGALLS: Form SBF P9482

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1. DEFINITIONS. (back to top)

A. BUYER means Huntington Ingalls Incorporated, a subsidiary of Huntington Ingalls Industries (HII), acting through Buyer's authorized purchasing representative at its Ingalls Shipbuilding division or its Newport News Shipbuilding division.

B. DFARS means the Defense Federal Acquisition Regulation Supplement.

C. FAR means the Federal Acquisition Regulation.

D. ORDER means the instrument of contracting including the order form and all documents it references (including but not limited to these general provisions, plans, specifications, and regulations).

E. PARTIES means Buyer and Seller collectively.
F. PRIME CONTRACT means the contracting instrument issued by the U.S. Government for the acquisition of Products.
G. PRODUCT means those goods, supplies, reports, computer software, parts list, data, materials, articles, items, parts, components or assemblies, drawings, procedures, manuals, forms, test reports, and any Services described in this Order. For the purposes of the "Inspection" provision, the term "Product" also includes but is not limited to raw materials, components, and intermediate assemblies that comprise the Product.
H. SELLER means the party with whom Buyer is contracting.
I. SERVICES means Seller's time and effort, including any Products, supplies, materials, articles, items, parts, components or assemblies incidental to the performance of the Service.

2. HEADINGS. (back to top)
The descriptive headings contained in this Order are for convenience or reference only and in no way define, limit or describe the scope or intent of this Order.

3. LANGUAGE AND CURRENCY. (back to top)
All communications and submittals shall be in English and all payments, rebates, credits, other financial transactions or dollar amounts related to or referenced in this Order shall be in United States Dollars.

4. BUYER AUTHORIZATION. (back to top)
A. Buyer's authorized purchasing representative has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements defined in this Order.
B. Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Seller's personnel concerning the Products hereunder. No such action shall be deemed to be a change under the "Changes" provision of this Order and shall not be the basis for an equitable adjustment.

5. ACCEPTANCE OF OFFER. (back to top)
This Order is Buyer's offer to Seller. Acceptance of this offer is strictly limited to the terms and conditions in this offer. Modifications hereto, to be binding, must be in writing and issued by Buyer's authorized purchasing representative. Seller's acknowledgement, acceptance of payment, or commencement of performance, shall be conclusive evidence of acceptance of this offer as written. Buyer hereby objects to any additional or different terms contained in Seller's acceptance.

6. ORDER OF PRECEDENCE. (back to top)
A. In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:
   (i) The Order and any modifications or changes thereto exclusive of items (ii) through (vi).
   (ii) Any HII division supplement including FAR and DFARS clauses (and any other regulations referenced therein) or other special provisions to these General Provisions (also referred to as terms and conditions) as invoked in this Order.
   (iii) These General Provisions including referenced FAR and DFARS clauses (and any other regulations referenced therein).
   (iv) Statement of Work.
   (v) Specification/Drawing.
   (vi) Other documents referenced in this Order.
B. Seller shall immediately bring any inconsistencies to the attention of Buyer in writing, and any inconsistencies in or among any of the foregoing shall not be the basis for any defense of a breach of contract claim brought by Buyer against Seller for Seller's failure to perform under this Order, nor shall any such inconsistencies be the basis

for any claim of any kind by Seller against Buyer unless Seller has first timely brought such inconsistencies to Buyer's attention and Buyer has failed to resolve such inconsistencies.

7. ASSIGNMENT. (back to top)

Neither this Order nor the benefits or obligations thereof shall be assigned by Seller except with the prior written consent of Buyer, such consent not to be unreasonably withheld. Prior to any sale or merger of Seller with a third party that results in the transfer of any rights or obligations arising under this Order, Seller shall notify Buyer and execute any documents requested by Buyer in connection with such transfer.

8. ENTIRE AGREEMENT. (back to top)

This Order constitutes written confirmation of the entire agreement between the Parties. The Parties shall not be bound by any other statements or understandings, oral or written, not set forth in this Order.

9. DOD RATED ORDER. (back to top)

A. This is a rated Order certified for national defense use and supports Buyer's work under a Prime Contract with the U.S. Government. The applicable priority rating is as stated in the header text of this Order. Seller shall comply with the defense priorities and allocation system regulation (15 CFR Part 700) and all other applicable regulations for obtaining controlled Products and other Products and Services needed to fill this Order.

B. Seller shall include the substance of this provision in all subcontracts Seller places in support of this Order.

10. PACKING AND SHIPPING. (back to top)

A. Seller shall be responsible for ensuring the proper packaging and shipping of Product in accordance with Buyer's carrier routing/shipping instructions, which are incorporated herein and available at:
Newport News Shipbuilding – http://supplier.huntingtoningalls.com/sourcing/index.html
Ingalls Shipbuilding – https://spars.huntingtoningalls.com/procurement/index.html

B. Damage resulting from improper Product packaging will be charged to Seller. Seller will not pack or ship items corresponding to multiple Orders or multiple line items within a single Order unless Seller has separately identified the packing and shipping costs of each line item being shipped.

11. DELIVERY, TITLE. (back to top)

A. The Free On Board (FOB) point shall be as designated in this Order. Title shall pass to Buyer upon delivery (except as otherwise specified within this Order); however, passing of title shall not relieve Seller of any other obligations under this Order.

B. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Order. Unless otherwise specified in this Order, Seller shall not ship quantities in excess of those specified in this Order. Buyer shall have no obligation to return or pay for any quantities in excess of those specified in this Order. For all other shipments not meeting the requirements of this paragraph, Buyer may return the shipment or store early deliveries at Seller's cost.

C. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer in writing of the reason and estimated length of the delay. This notice shall be informational only, and shall in no way affect the rights or remedies available to Buyer. Seller shall make every effort to avoid or minimize the delay to the maximum extent possible. Any additional cost incurred by Buyer or Seller because of late delivery shall be borne by Seller unless specifically authorized in writing by Buyer.

D. If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Buyer shall have the option to:
(i) Terminate this Order, or
(ii) Fill this Order or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer. The rights accorded Buyer pursuant to this paragraph D shall not limit Buyer's rights under the "Termination for Default" provision of this Order.

E. All Parties expressly agree that time is and shall remain of the essence in performing this Order and no acts of Buyer, including without limitation, modifications to this Order or acceptance of late deliveries, shall constitute a waiver of this provision.

12. DELIVERY OF SELLER DATA. (back to top)

All drawings, procedures, manuals, forms, test reports, software (including software documentation) and other data that is required to be delivered under this Order ("Seller Data") shall comply with the terms of this Order. Seller Data shall be delivered to Buyer on or before the time specified in this Order, or if no time is specified, 45 days after receipt of this Order. Seller shall submit Seller Data to the Buyer address shown on the first page of this Order unless otherwise specified in this Order. If no delivery information is specified or Seller is unsure of where to send the Seller Data, Seller shall contact Buyer's authorized purchasing representative for further instructions. Buyer may withhold payment if Seller fails to deliver any Seller Data in accordance with the terms of this Order. When furnished with the shipment, Seller shall enclose all required Seller Data in the first box of the shipment and mark the shipment, *CERTIFICATES AND/OR TEST REPORTS ENCLOSED.*

13. LIENS. (back to top)

All Products furnished under this Order shall be free of all liens, claims, charges, and encumbrances of any kind. Upon request, Seller shall furnish Buyer with formal releases from Seller's subcontractors. Buyer may discharge any lien, claim, charge, or encumbrance if Seller, at Buyer's request, fails to do so and Seller shall reimburse Buyer for the reasonable costs thereof.

14. INSPECTION. (back to top)

A. Except as otherwise provided in this Order, Seller shall maintain an inspection and quality control system acceptable to Buyer to be performed on Products delivered under this Order. As part of the system, Seller shall prepare records evidencing all inspections made under the system and the outcome. Buyer or Buyer's customer shall have the right to perform reviews and evaluations as reasonably necessary to ascertain Seller compliance with an inspection or quality control system that is acceptable. The right of review, whether exercised or not, does not relieve Seller of its obligations under this Order.

B. Buyer or Buyer's customer has the right to inspect and test all Products to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. Buyer assumes no contractual obligation to perform any inspection and test for the benefit of Seller. If Buyer or Buyer's customer performs an inspection or test on the premises of Seller or a subcontractor of Seller, Seller shall furnish, and shall require its subcontractors to furnish, at no increase in Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspection and test. Buyer reserves the right to charge to Seller any additional cost of inspection or test by Buyer or Buyer's customer when (1) Products are not ready at the time such inspection or test is required by this Order or has been otherwise scheduled by mutual agreement of the parties, or (2) reinspection or retest of the Products is necessitated by prior rejection.

C. Buyer has the right either to reject or to require correction of nonconforming Products. Products are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with requirements of this Order. Buyer may reject nonconforming supplies with or without disposition instructions.

D. Seller shall remove Products rejected or required to be corrected; however, Buyer may require or permit correction in place, promptly after notice, by and at the expense of Seller. Seller shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

E. Seller, at its own expense, shall promptly rectify any defects discovered during any inspection or test.

F. If Seller fails to promptly remove, replace, or correct rejected Products that are required to be removed or to be replaced or corrected, Buyer may either:

(i) Remove, replace, or correct the Product(s) and charge the cost to Seller; or

(ii) Terminate this Order for default.

If Buyer elects to correct the deficiencies in the Product(s), then the parties agree that Seller will pay Buyer's actual costs and Buyer's labor at Buyer's fully-burdened hourly rates (as appropriate) utilizing the then-current Government-approved rate set authorized for change-order activity. If Seller fails to correct or replace the Product(s) within the delivery schedule, Buyer may require their delivery with an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

G. Products that have been reworked or repaired by Seller after having been rejected by Buyer shall be identified as "Resubmitted." Seller shall annotate the packing slip with the words "Resubmitted Material," the reason for the previous rejection, and the Buyer Inspection Report, Discrepancy Report, or Quality Notification Number if known. If the Products were inspected at source and rejected, such information shall also be annotated on the packing slip.

H. Seller shall flow down the substance of this provision to all of its suppliers engaged for performance under this Order.

I. Neither Buyer's in-process inspection nor Buyer's approval of any of Seller's drawings, procedures or other submittals shall: (i) constitute acceptance of any work; or (ii) relieve Seller of complying fully with all of the requirements of this Order.

15. TAXES. (back to top)

Seller shall not collect any sales or use taxes inasmuch as Buyer has direct pay permits held for Mississippi, and Virginia. Seller shall pay all other State, Federal and Local taxes, assessments and duties that may be applicable to Products or Seller's performance hereunder.

16. INVOICES. (back to top)

Payment shall be made within the later of the following two events: (A) The 30th day (or such other time as specified herein) after the designated billing office receives a proper invoice from Seller; or (B) The 30th day (or such other time as specified in the Order) after Buyer's receipt of: (i) supplies delivered at Buyer's facility or such other facility as designated by Buyer; or (ii) services performed. For Orders issued by the Newport News Shipbuilding division, Seller shall submit invoices electronically in PDF format to Invoices@hii-nns.com. For Orders issued by the Ingalls Shipbuilding division, Seller shall submit invoices electronically in PDF format to AccountsPayableBox@hii-ingalls.com. For Ingalls Shipbuilding division Orders only: if Seller is unable to submit invoices electronically and is authorized by Buyer to submit hard copy invoices, the invoices shall include the Order number and Order Item Number and be mailed to Ingalls Shipbuilding, Attn: Accounts Payable, M/S 1090-41, 1000 Access Road, Pascagoula, MS 39567. Buyer may set-off any amount(s) due from Seller to Buyer, liquidated or unliquidated, against payments due to Seller under this or any other Order. At any time, Buyer or its customer may audit Seller's invoices to verify their accuracy, completeness and compliance with the terms of this Order. Payment of Seller's invoices shall be subject to adjustment for any amounts found upon audit or otherwise to have been improperly invoiced. For progress payments, Seller shall note "Final Invoice" on the final billing documents sent to Buyer. These actions are necessary to ensure proper closeout of this Order.

17. SUSPECT/COUNTERFEIT PARTS. (back to top)

A. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. The term "suspect/counterfeit parts" also includes refurbished parts, with or without false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, including but not limited to parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP).

B. Seller will ensure that suspect/counterfeit parts are not incorporated into any Products. The intentional or unintentional use, incorporation, or delivery of suspect/counterfeit parts is strictly prohibited. This includes a suspect/counterfeit part being provided either as an end item deliverable or as a component or subcomponent of an end item deliverable under this Order.

C. Seller represents and warrants that it has policies and procedures in place to ensure that none of the Products furnished to Buyer under this Order are or contain "suspect/counterfeit parts." Seller further certifies, to the best of its knowledge and belief, that no "suspect/counterfeit parts" have been or will be furnished to Buyer by Seller under this Order.

D. If Seller becomes aware or suspects that it has furnished suspect/counterfeit parts or if Buyer determines, including as a result of alerts from the U.S. Government, that Seller has supplied suspect/counterfeit parts to Buyer and so notifies Seller, Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer and conforming to the requirements of this Order. Notwithstanding any other provision of this Order, Seller shall be liable for all costs incurred by Buyer to remove and replace the suspect/counterfeit parts, including without limitation all costs incurred by Buyer relating to the removal of such suspect/counterfeit parts, the reinsertion of replacement parts and any testing necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. The parties agree that Seller will pay Buyer's actual costs and Buyer's labor at Buyer's fully-burdened hourly rates (as appropriate) utilizing the then-current Government-approved rate set authorized for change-order activity. All such costs shall be deemed direct damages.

E. Buyer may, at its discretion:
   (i) Remove and or retain or both all Products supplied by Seller that are suspected of being or containing suspect/counterfeit parts pending reporting to the appropriate law enforcement authorities and final disposition of the Products by them. Seller shall be liable for all costs relating to Buyer's removal and retention of the suspect/counterfeit parts.
   (ii) Turn over to the appropriate authorities (*e.g.*, without limitation, the Defense Criminal Investigative Service, Naval Criminal Investigative Service, Federal Bureau of Investigation, Offices of the Inspector General, etc.) any Products suspected of being or containing suspect/counterfeit parts and reserves the right to withhold payment for the Products pending the results of any investigation or proceedings related to the matter.

F. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Order.

G. Seller shall insert a clause containing all of the terms of this provision in all subcontracts under this Order.

18. CONFLICT MINERALS DISCLOSURE. **(back to top)**

Pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and its implementing regulations, Buyer is required to identify the presence and source of Conflict Minerals (gold, tantalum, tin or tungsten) contained in Buyer's manufactured products. Buyer has implemented a comprehensive Conflict Minerals compliance program, which includes posting relevant information for suppliers at this website: http://www.huntingtoningalls.com/who-we-are/ethics-compliance/conflict-minerals/. It is a requirement of this Order that Seller shall be familiar with this information and make all reasonable efforts to assist Buyer in identifying the presence and source of Conflict Minerals contained in the products sold by Seller to Buyer, as described further below.

A. As of the time of award of this Order, Seller represents that:
   (i) The Product(s) Seller will be supplying under this Order do not contain (a) gold or (b) tantalum, tin, or tungsten (derivatives of columbite-tantalite (coltan), cassiterite, and wolframite); or
   (ii) Alternatively, if the Product(s) contain gold, tantalum, tin, or tungsten, Seller agrees to provide the Buyer one of the following completed forms prior to delivery of the Product(s):
      a. The Responsible Minerals Initiative's Conflict Minerals Reporting Template ("CMRT") version 6.01 or later, available at http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/, with "Product" selected under the "Declaration Scope or Class" field;
      b. Written documentation about the source of Conflict Minerals in the Product(s) that provides substantively similar information to that requested by the CMRT.

B. Any CMRT provided pursuant to paragraph A(ii) above shall be submitted on the web platform of Buyer's conflict minerals data vendor, Source Intelligence. If Seller has previously registered with Source Intelligence, Seller may use its existing username and password at www.sourceintelligence.net. If Seller is not registered, instructions may be obtained by emailing hii@sourceintelligence.com or by calling toll free in the United States 1-855-207-

8015. Any questions regarding this requirement should be addressed to the authorized purchasing representative of Buyer listed on the face of this Order.

C. If the status of any Product(s) changes during performance of this Order so that the representation or information provided pursuant to paragraph A of this provision is no longer accurate, then Seller must within 30 days complete and submit updated, accurate and current information as provided in paragraph B above.

D. If Buyer determines that any representation made by Seller pursuant to this provision is inaccurate or incomplete in any respect, or Seller fails to timely submit the information required by this provision, then Buyer may, at its option, either withhold up to 10% of the Order price until such information is provided or terminate this Order pursuant to the provision of this Order titled "Termination for Default."

19. WARRANTY. (back to top)

A. Seller warrants that all Products delivered under this Order will:
   (i) Be free from defects in materials, workmanship, and manufacturing processes; and
   (ii) Conform to all requirements of this Order.

B. The warranty period shall begin upon Buyer's acceptance of the Product and end 12 months after final acceptance by Buyer's customer of the end product incorporating the Product provided by Seller under this Order. In computing the warranty period, there shall be excluded any time that a Product delivered under this Order is prevented from entering service or is taken out of service on account of any Product deficiency.

C. For the purposes of this provision, a deficiency occurs when Seller's goods or services fail to meet any of the performance obligations set forth in subparagraphs A(i) through A(ii) of this provision. Seller's notice shall in no way affect the rights and remedies of Buyer.

D. For all deficiencies that arise during the warranty period, Seller shall promptly remedy the deficiency at no cost to Buyer. If Seller fails to remedy the deficiency within a reasonable time after having been notified of the deficiency, Buyer may, at its option, remedy the deficiency by contract or otherwise and charge to Seller any increased costs incurred by Buyer or Buyer's customer or make an equitable reduction in the price of this Order. If Buyer elects to correct the deficiencies in the Product, then the parties agree that Seller will pay Buyer's actual costs and Buyer's labor at Buyer's fully-burdened hourly rates (as appropriate) utilizing the then-current Government-approved rate set authorized for change-order activity.

E. Buyer's approval of any documentation prepared by Seller or Buyer's participation in design reviews or first article approval process or similar reviews shall not relieve Seller of any obligation under this warranty.

F. Buyer's rights under this provision shall, at Buyer's option, be assignable to and enforceable by Buyer's successors and customers.

G. Seller shall immediately notify Buyer of any deficiencies during the performance of this Order and the warranty period. Seller shall promptly provide a written notice to Buyer's authorized purchasing representative describing the deficiency and Seller's plan to remedy the deficiency. For the purposes of this paragraph G, a deficiency occurs when Seller's Product fails to meet any of the performance obligations set forth in paragraph A of this provision. Seller's notice shall in no way affect the rights and remedies of Buyer.

H. Nothing herein shall relieve Seller of its liability for latent defects, fraud or such gross mistakes amounting to fraud, regardless of when such defects or deficiencies are discovered. The rights of Buyer set forth in this provision shall be in addition to, and not in lieu of, any other right Buyer may have under this Order, or in law or equity.

20. CHANGES. (back to top)

A. Buyer, may at any time by written order make changes within the general scope of this Order including but not limited to the following items:
   (i) drawings, designs, specifications, planning, and/or other technical documents;
   (ii) method of shipment, packaging, or packing;
   (iii) place of delivery;
   (iv) reasonable adjustments in quantities or delivery schedules or both;
   (v) place of inspection;

(vi) place of acceptance;
and, if services are procured with the Products:
(vii) description of services to be performed;
(viii) time of performance (*i.e.*, hours of the day, days of the week, etc.) of the services; and
(ix) place of performance of the services.

B. If the change causes an increase or decrease in the cost or time required to perform this Order, the Parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this Order in writing accordingly.

C. Any claim for adjustment shall be unconditionally waived unless asserted in writing and delivered to Buyer within 15 days of the receipt of the written Order; if Seller claims the cost of any property made obsolete or excess, Buyer shall have the right to prescribe the manner of disposition of the property to include the right to acquire that property for the cost claimed.

D. Buyer has the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim.

E. Seller shall immediately proceed with the performance of this Order as changed. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" provision. Seller shall not be entitled to any claim for changes unless authorized in writing by Buyer.

21. EQUITABLE ADJUSTMENTS; WAIVER AND RELEASE OF CLAIMS. (back to top)

Whenever Seller, after receipt of a change made pursuant to the "CHANGES" clause or after assertion of a constructive change under the "NOTIFICATION OF CHANGES" clause, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle Seller, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. In support of any Seller request for equitable adjustment brought under the "CHANGES" clause or any other clause of this Order, Seller shall provide Buyer sufficient detail to reasonably support Seller's proposal for a request for equitable adjustment or which Buyer's customer should require in evaluating such request. Further, Seller agrees that, if required by Buyer, it will execute a release, in form and substance satisfactory to Buyer, as part of the supplemental agreement providing an equitable adjustment. Failure of Seller and Buyer to agree on any proposed adjustment or change claimed by Seller shall not excuse Seller from diligently proceeding with performance of this Order.

22. TERMINATION FOR DEFAULT. (back to top)

A. Buyer may terminate this Order in whole or in part at any time without liability if Seller:
(i) Fails to make delivery of the Products within the time specified in this Order, or
(ii) Fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, including the completion of those items within the time set forth elsewhere in this Order and in either of these two circumstances does not cure such failure within a period of ten days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure, or
(iii) Becomes insolvent or fails to provide additional assurances of financial solvency when it reasonably appears that Seller is or will not be financially solvent and additional assurances are requested by Buyer.

If Buyer terminates part of the work under this Order, Seller shall continue performance of this Order to the extent not terminated.

B. Refund of Payments. Seller shall, upon termination by Buyer due to default by Seller, return any payments Seller received under this Order for the terminated work.

C. If, after a default termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of Buyer.

D. The rights and remedies of Buyer provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity or otherwise provided under this Order.

23. TERMINATION FOR CONVENIENCE. (back to top)

A. Buyer may terminate this Order in whole or in part at any time for its sole convenience. Buyer will terminate by delivering to Seller a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, Seller shall immediately proceed with the following obligations:
   (i) stop work as specified in the notice;
   (ii) place no further subcontracts or orders (referred to as subcontracts in this clause); and
   (iii) terminate all subcontracts to the extent they relate to the work terminated.

B. Buyer's sole obligation to Seller in the event of a termination for convenience shall be to pay Seller a percentage of the Order price corresponding with the percentage of the terminated work actually performed prior to the notice of termination, plus Seller's reasonable expenses incurred as a direct result of the termination. No amount will be allowed for anticipated profit on the terminated work. The amount paid shall be reduced by the reasonable resale or salvage value of any undelivered work or uncompleted work in progress. Seller shall submit to Buyer supporting documentation in sufficient detail to justify any termination payments requested from Buyer. Seller will not be paid for any work performed or costs incurred that could reasonably have been avoided.

24. SUSPENSION OF WORK. (back to top)

Buyer may, by written notice, suspend work under this Order at any time. Upon receipt of such notice, Seller shall immediately comply with its terms and, during the work suspensions, take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the suspension notice. If the suspension of work ordered under this provision results in an increase in the time required for, or in Seller's cost properly allocable to the performance of any part of this Order, Buyer shall make an adjustment in the delivery schedule or Order price or both. Seller shall assert its right to an adjustment no later than 20 days after the work suspension is lifted.

25. DISPUTES. (back to top)

A. Any dispute arising under or related to this Order shall be submitted in writing for resolution to equivalent ascending levels of management of the respective Parties up to the Senior Executive of the Supply Chain Management organization placing the Order, and Seller's equivalent executive level.

B. If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within 90 days from the date the written dispute is received by the other party in accordance with the notice provisions set forth herein, or such additional time as the Parties agree upon, in writing, either party may only bring suit in the appropriate federal or state court in the state listed as Buyer's address in the Order; said forum selection to be made without regard to said state's conflict of laws principles.

C. Pending any informal resolution, law suit, appeal, or final decision referred to in this provision, or the settlement of any dispute, Seller shall proceed diligently, as directed by Buyer, with performance of this Order.

D. Seller shall commence an action for breach or any other dispute arising under or related to this Order within two years after the cause of action accrues, or by the otherwise applicable statute of limitations, whichever period is shorter.

E. If the Government:
   (i) makes a decision or determination,
   (ii) takes an action, or,
   (iii) in the case of a claim filed with the Contracting Officer, fails to take an action within the time limits specified in the "Disputes" clause in Buyer's Prime Contract ("deemed denial"), on a matter arising under or related to the Buyer's Prime Contract, and such decision, determination, action or deemed denial relates to or affects the Parties' rights and interests under this Order ("Government Action"), then any dispute between Buyer and Seller as relates to the Government Action shall be resolved in accordance with paragraph F, which shall be Seller's sole remedy for such disputes. Except as otherwise provided in paragraph F, all other disputes between Buyer and Seller will be resolved in accordance with paragraph B of this provision.

F. Notwithstanding any provisions herein to the contrary, Government Actions shall be final and binding on Seller, and Seller shall have no recourse against Buyer for such Government Action or Buyer's implementation thereof, unless and to the extent Buyer or Seller appeals pursuant to the terms of this provision.

(i) If Buyer elects to appeal a Government Action pursuant to the "Disputes" clause in Buyer's Prime Contract, whether at Buyer's election or at Seller's request, Seller shall:
   (a) assist Buyer in every reasonable manner; and
   (b) be afforded a reasonable opportunity to participate in the prosecution of the appeal to the extent Seller's interest may be affected thereby. Buyer will not enter into an agreement to settle an appeal that affects Seller's interest without Seller's written consent.

(ii) If Buyer elects not to appeal a Government Action, Buyer shall notify Seller with reasonable promptness. When Buyer elects not to prosecute an appeal pursuant to this provision, Buyer may, in its sole and absolute discretion, permit Seller to prosecute the appeal of the Government Action for Buyer and in such event, Buyer shall, if requested by Seller, reasonably assist Seller in prosecuting the appeal. Seller shall reasonably keep Buyer informed of the progress of ANY SUCH appeal by, among other things, providing Buyer with copies of all pleadings and other relevant documents. For those pleadings and other documents filed by Seller, Seller shall provide Buyer drafts in advance of the filing date sufficient to afford Buyer with a reasonable time to review.

(iii) Any decision on or settlement of an appeal brought pursuant to subparagraphs F(i) or F(ii) of this provision shall be binding upon Seller insofar as it relates to or affects the Parties' rights and interests under this Order and Seller shall have no recourse against Buyer as a result of the decision or settlement or Buyer's implementation thereof. Further, if as a result of any decision or settlement described in the immediately preceding sentence, Buyer is unable to obtain reimbursement from the Government under the Prime Contract for, or is required to refund or credit to the Government, any amount with respect to any item of cost or fee for which Buyer has reimbursed Seller, Seller shall, on demand, promptly repay such amount to Buyer.

(iv) Each party shall bear its own costs for prosecuting appeals brought pursuant to subparagraph F(i) of this provision. Seller shall bear the cost of prosecuting appeals brought pursuant to subparagraph F(ii) of this provision (including reasonable attorney fees) and any other costs incurred by Buyer:
   (a) in assuring itself of the validity of Seller's appeal; and
   (b) assisting Seller in the prosecution of the appeal.

(v) Before submitting a claim that Buyer may approve to be appealed hereunder, Seller shall:
   (a) certify its claim in the same manner and format as required of Buyer under its Prime Contract with the Government; and
   (b) provide Buyer with such other assurances as Buyer may require.

(vi) Seller shall indemnify and hold harmless Buyer, Buyer's parent and affiliates and their respective directors, officers, and employees (collectively, for the purposes of this subparagraph, "Buyer") from and against any and all liabilities, claims, losses and expenses arising out of:
   (a) Buyer's sponsoring a claim on Seller's behalf as provided for in this provision,
   (b) any misrepresentation of fact or fraud on the part of Seller, its employees, subcontractors or agents in connection with such claim; or
   (c) a defect in Seller's certification.

   Seller shall, at its own cost, defend Buyer against such claims, losses, and liabilities, and, it shall pay Buyer's reasonable attorney fees and expenses, related to carrying out and enforcing the terms of this subparagraph, as those costs are incurred. Buyer has the right to conduct such defenses if it so chooses.

(vii) Nothing in this provision nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.

26. INSURANCE. (back to top)

A. During the period of performance and any associated warranty periods of this Order, Seller and its subcontractors (collectively, "Seller" for purposes of this provision) shall, at their sole cost and expense, procure and maintain all required insurance policies as set forth below.

B. For all Orders, Seller shall maintain (i) Employer Liability insurance in the amount of at least $1,000,000, (ii) Workers' Compensation insurance with coverage as required by the most current laws of the state or foreign jurisdiction in which the work is performed, and (iii) Commercial General Liability insurance with coverage having a minimum combined single limit of $2,000,000 per occurrence and $4,000,000 in the aggregate for bodily injury and property damage.

C. Insurance coverage described herein must be in place and effective prior to commencement of any activity that is the subject of this Order and Seller shall provide evidence that the required insurance is in place in the form of a certificate of insurance (COI). COIs are required to be submitted for the following:

(i) *Commercial General Liability Insurance*: Whenever performance requires work on a Government installation, Buyer's premises or premises under the care, custody or control of Buyer or Buyer's customer, Seller and its subcontractors shall, at their sole cost and expense, procure and maintain Commercial General Liability Insurance with coverage having a minimum combined single limit of $2,000,000 per occurrence and $4,000,000 in the aggregate for bodily injury and property damage. Coverage shall include but not necessarily be limited to, premises and operations, products and completed operations and contracts.

(ii) *Automobile Liability Insurance*: When Seller's performance requires driving onto a U.S. Government installation, Buyer's premises or premises under the care, custody or control of Buyer or Buyer's customer, Seller shall procure and maintain Automobile Liability Insurance with coverage having at least a Combined Single Limit of $2,000,000 for bodily injury and property damage covering all owned, hired and non-owned vehicles.

(iii) *United States Longshore & Harbor Workers' Compensation Act Insurance*: Seller shall procure and maintain appropriate coverage under the Longshore and Harbor Workers' Compensation Act if any Seller employee will be performing work over water or within any adjacent jurisdiction of the LHWCA.

(iv) *Defense Base Act Workers' Compensation Insurance*: Seller shall maintain Defense Base Act Workers' Compensation if work hereunder is being performed in connection with public work contracts, or with any United States Government Agency where physical work occurs on United States military bases or on any lands used by the United States for military purposes outside of the United States.

(v) *Professional Liability Insurance:* Whenever Seller provides design and/or engineering services, Seller shall, in addition to the other applicable insurance noted herein, procure and maintain professional liability (errors and omissions) insurance with coverage having minimum limits of $1,000,000 per claim and $2,000,000 in the aggregate.

(vi) [Reserved].

(vii) *Cargo and Builder's All Risk Property Insurance*: If this Order includes ship-in-place terms, milestone payments, and/or Buyer provides material to Seller, Seller shall procure and maintain Cargo Insurance if Seller is responsible for the risk of transportation and/or Builder's All Risk Property Insurance, or All Risk Property Insurance, with coverage having minimum limits equivalent to the value of the Product(s) or shipment, as applicable, and naming Buyer as loss payee.

(viii) [Reserved].

(ix) *Pollution Liability Insurance*: If this Order is for transportation, handling and/or disposal of asbestos, radiological or any other hazardous waste, material or substances, Seller shall procure and maintain Pollution Liability Insurance with coverage having a minimum limit of $5,000,000.

(x) *Marine Insurance*: If this Order is for water-based work, such as but not limited to dredging services, tugs, ship towing services, ship pilots or crews, Seller shall procure and maintain Vessel Pollution Liability Insurance with coverage having a minimum limit of $5,000,000, Marine General Liability Insurance with coverage having a minimum limit of $5,000,000, Protection and Indemnity Insurance with coverage having a minimum

limit of $5,000,000, and Marine Hull and Machinery Insurance with coverage having a minimum limit of the agreed value of the vessel.

(xi) *Construction-Related Insurance*: If this Order is for facility construction, renovation or excavation services, Seller shall procure and maintain Builder's All Risk Property Insurance with coverage having a limit equal to the construction value of the project.

D. If a COI is required to be submitted for any insurance coverage required in paragraph C above, a COI shall also be submitted for the insurance coverages required in paragraph B above.

E. No later than fifteen (15) days prior to the expiration of any insurance policy required by this provision, Seller shall provide to Buyer a COI evidencing the renewal of such policy. Seller shall cause its insurers to provide Buyer with thirty (30) days' prior written notice of cancellation of, or material change to, any insurance policy required hereunder.

F. Coverage shall not exclude claims brought in the United States and all insurance required as a part of this Order shall be placed with insurance companies that are authorized to do business under the laws of the state(s) or foreign jurisdiction in which the work is being performed and shall be in a form reasonably acceptable to Buyer with a current A.M. Best financial rating of no less than A-, VIII.

G. All liability coverage required hereunder shall be primary and not contributory to any other insurance available to Buyer, and Seller's insurers shall provide a waiver of subrogation in favor of Buyer for each required liability coverage hereunder. Seller shall add Buyer as loss payee as Buyer's interests may appear to Seller's Cargo, All Risk Property and Builder's All Risk Property Insurance coverages. In addition, Seller shall add Buyer as an additional insured to all insurance policies required hereunder except Workers' Compensation, Employer's Liability and Professional Liability.

H. Seller agrees to defend, indemnify and hold Buyer harmless in connection with any claim or suit by any employee of Seller against Buyer, its employees, agents and assigns to the maximum extent permitted by law; in addition, Seller's Liability Insurance will insure Seller's indemnity and defense obligation with respect to such claim or suit. Seller waives any statutory or common law protections that would otherwise protect it against all such obligations listed in this paragraph.

27. BUYER OR GOVERNMENT PROPERTY. **(back to top)**

A. If Buyer or Government property (which includes Government property furnished to or acquired by Seller) is used by Seller in conjunction with this Order, Seller shall control and maintain such property in accordance with a system that meets the requirements of FAR 52.245-1 (as invoked in the provision of this Order titled "FAR/DFARS Clauses/Provisions"). Unless otherwise provided in this Order, Seller shall assume the risk of, maintain adequate insurance, and be responsible for, any loss, theft, destruction of or damage to all such property while such property is in Seller's possession or control.

B. Seller shall use Buyer or Government property only for performing this Order, unless otherwise provided for in this Order or approved by Buyer. Seller shall not modify, cannibalize, or make alterations to Buyer or Government property unless this Order specifically identifies the modifications, alterations or improvements as work to be performed. Excluding property authorized to be consumed in the performance of this Order, Seller shall return such property in as good a condition as when received except for reasonable wear and tear, or in the case of property to be overhauled or repaired, in such better condition as may be required by the terms of this Order.

C. Any Buyer or Government property that is furnished to Seller under this Order shall be furnished "as is." Accordingly, Buyer disclaims any warranty of suitability and or serviceability.

D. Buyer and Government shall retain title to all Buyer or Government property used by Seller in connection with this Order. Title to such property shall not be affected by its incorporation into or attachment to any property not owned by Buyer or the Government, nor shall Buyer or Government property become a fixture or lose its identity as personal property by being attached to any real property.

E. Seller shall immediately discharge any lien, other than a lien held by Buyer or the Government, on Buyer or Government property.

F. The requirements related to accounting for Buyer or Government property used by Seller in connection with this Order also shall apply to scrap generated from Seller's use of such property; provided, however, that Buyer may authorize or direct Seller to omit such scrap from inventory disposal schedules.

28. REPRESENTATIONS AND CERTIFICATIONS. (back to top)

A. As of the time of award of this Order, Seller represents and warrants that:
   (i) Seller has submitted to Buyer SBF P9152, Huntington Ingalls Incorporated Supplier Data & Certifications, which is incorporated herein by reference;
   (ii) Seller's information disclosed on SBF P9152 is current, accurate and complete;
   (iii) Neither Seller nor any of its principals is debarred, suspended, or proposed for debarment by the Government.

B. If Seller's information as disclosed in the SBF P9152 has changed, Seller shall complete and submit to Buyer a revised SBF P9152 prior to acceptance of this Order.

C. If Seller's information as disclosed on the SBF P9152 changes during performance of this Order, Seller shall complete and submit to Buyer a revised SBF P9152.

29. PROPRIETARY INFORMATION. (back to top)

A. Proprietary Information for purposes of this Order, means all knowledge no matter how communicated or stored Buyer furnishes to Seller, including, but not limited to, any item identified in writing at the time of disclosure as proprietary and marked with an appropriate legend, marking, or stamp identifying the data as Buyer's Proprietary Information, and includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227-14.

B. "Personal Information" is any information from or about a person that either identifies that person directly or that makes that person identifiable when it is combined with other information from or about that person from any source. To the extent Seller collects, works with or processes Personal Information of Buyer's prospective, current and former employees, their family members, dependents and beneficiaries, officers, directors or agents, Seller shall treat all Personal Information as Buyer's Proprietary Information. Seller shall also comply fully with the requirements of the Information Security provision of this Order with respect to Personal Information.

C. Seller will treat all Proprietary Information transferred in connection with this Order; all copies of Proprietary Information; and all improvements, modifications, and derivations of Proprietary Information as Buyer's property regardless of the medium on which such Proprietary Information is stored or communicated. In making copies of Proprietary Information, Seller will preserve any legend, marking, or stamp contained on the Proprietary Information that identifies the data as Buyer's Proprietary Information. Unless otherwise provided in this Order, Seller further agrees to affix the following legend "Huntington Ingalls Industries Proprietary" on:
   (i) all improvements, modifications, and derivations of Proprietary Information; and
   (ii) any Proprietary Information extracted from Buyer's computer systems or otherwise provided by Buyer to Seller if not already marked.

D. Seller may disclose Proprietary Information to its subcontractors as required for the performance of this Order, provided each such subcontractor first assumes by written agreement the same obligations imposed on Seller under this Order relating to Buyer's Proprietary Information.

E. If a separate proprietary information or non-disclosure agreement relating to the subject matter of this Order exists between the Parties, all data, knowledge and information furnished by one Party to the other Party shall be protected pursuant to such proprietary information or non-disclosure agreement.

F. If no separate proprietary information or non-disclosure agreement exists between the Parties, Seller will keep Buyer's Proprietary Information confidential and, except as provided herein, (i) not disclose such Proprietary Information to any other person except to its officers, agents and employees who are under an obligation to keep such Proprietary Information confidential and have a need to know such Proprietary Information to fulfill Seller's obligation under this Order, and (ii) treat such Proprietary Information with the same degree of care as Seller uses in handling its own proprietary or confidential information and – in all events – with not less than reasonable care. Seller will use Buyer's Proprietary Information only for purposes necessary for performing this Order and will

return Proprietary Information to Buyer upon completion of the work to be performed under this Order unless Buyer expressly agrees to the contrary in writing.

G. Unless otherwise provided in DFARS 252.227-7013 or 252.227-7014 or 252.227-7015 or 252.227-7016, or in FAR 52.227-14 or if no separate proprietary information or non-disclosure agreement exists between the Parties, no information furnished to Buyer (whether documentary, oral, visual or otherwise) shall be considered confidential or proprietary or require any particular handling or precaution or have any restriction on Buyer's right to use, modify, reproduce, perform, display, release, or disclose such information in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

H. Upon discovery by Seller of any inadvertent or accidental disclosure of Buyer's Proprietary Information, Seller shall notify Buyer promptly and take all commercially reasonable steps to retrieve such disclosed Proprietary Information and to cease and prevent any further disclosure of the Proprietary Information.

30. PATENT, TRADEMARK, TRADE SECRET, AND COPYRIGHT INDEMNITY. (back to top)

A. In addition to any other warranty by Seller to Buyer against intellectual property infringement, statutory or otherwise, express or implied, Seller will indemnify and hold harmless Buyer, Buyer's parent and affiliates and their respective officers, directors, employees, and customers ("Indemnified Parties") from and against any and all liabilities, claims, losses and expenses arising out of any allegation of patent, copyright, or trademark infringement or allegation of trade secret misappropriation (collectively or individually, "Claim") resulting from Indemnified Parties' use, manufacture, or sale (including any re-sale) of any product or service Seller provides to Buyer that Seller authorizes expressly or impliedly under this Order. Seller shall, at its own cost, defend Buyer against such Claims, and, it shall pay Buyer's reasonable attorney fees and expenses, related to carrying out and enforcing the terms of this provision, as those costs are incurred. Buyer has the right to conduct such defenses if it so chooses.

B. Notwithstanding the foregoing, when this Order is performed under the authorization and consent of the U.S. Government to infringe United States Patents, Seller's liability for Seller's patent infringement under this Order shall be coextensive with Buyer's liability.

31. COMPUTER SOFTWARE AND DATABASES. (back to top)

Seller shall test all computer software and/or databases (including the media it is delivered on), as defined in the clause entitled Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (DFARS 252.227-7014), for computer viruses before delivery of such software and/or databases in any medium or in any system. All software and/or databases delivered by Seller shall contain no known viruses that are detectable with the latest version of commercially available virus detection software. In addition, Seller shall test any software and/or databases received from Buyer or Buyer's customer for viruses prior to use in performing this Order. Seller shall provide Buyer with immediate written notice of any viruses detected in Buyer-provided software and/or databases. Unless otherwise agreed in writing, any license agreement covering the use of any computer software and/or databases delivered under this Order must be paid-up and perpetual, shall not contain any routine to disable the computer software and/or databases in the future, and shall permit transfer to Buyer's customer. No copy-protection devices, codes, or systems shall be used that would prevent Buyer or Buyer's customer from copying delivered software and/or data; however, a license agreement or other Order terms may specify a maximum number of copies that may be made. Any limited rights or other legend(s) permissibly applied under this Order shall be digitally included on the same media as the delivered software and/or databases, and also displayed in human-readable form on a visible surface of the media carrying the digital software and/or databases.

32. RESERVED. (back to top)

33. MARKING REQUIREMENTS. (back to top)

Seller shall place the following statement on documents containing technical data controlled by either the Arms Export Control Act or the Export Administration Act: "WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751, et seq.) or the Export Administration Act of 1979,

as amended, Title 50, U.S.C., App 2401, et seq. Violations of these export laws can result in severe criminal penalties. Disseminate in accordance with terms of OPNAVINST 5510.161." Additional marking requirements may be included elsewhere in this Order.

34. EXPORT AND IMPORT COMPLIANCE. (back to top)

A. Export Compliance. Seller is advised that its performance of this Order may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either:
   (i) A U.S. Person as that term is defined in the Export Laws and Regulations; or
   (ii) That it has disclosed to Buyer's Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status.

B. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.

C. Foreign Personnel/Persons. Seller shall not give any Foreign Person (including Seller's own non-U.S. employees or affiliates) access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph C shall relieve Seller of its obligations to comply with paragraph B of this provision or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph B, nor constitute consent for Seller to violate any requirement of the Export Laws and Regulations.

D. Indemnification. Seller shall indemnify and hold harmless Buyer, Buyer's parent and affiliates and their respective officers, directors, and employees from and against any and all liabilities, claims losses and expenses arising out of the failure of Seller, its employees, subcontractors, or agents to comply with the requirements of this provision and breach of the warranty set forth in paragraph A. Seller shall, at its own cost, defend Buyer against such claims, losses, and liabilities, and, it shall pay Buyer's reasonable attorney fees and expenses, related to carrying out and enforcing the terms of this provision, as those costs are incurred. Buyer has the right to conduct such defenses if it so chooses. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this provision shall be a material breach of this Order.

E. Subcontracts. The substance of this provision shall be incorporated into any lower-tier subcontract entered into by Seller for the performance of any part of the work under this Order.

35. INFORMATION SECURITY. (back to top)

A. Seller shall implement administrative, physical and technical safeguards to adequately protect Buyer-provided information ("Buyer Information") in accordance with any law, regulation or contractual obligations applicable to such information. For Buyer Information stored in an electronic database or transmitted electronically, Seller shall comply with any Buyer-specified safeguards set forth in this Order, or if no such safeguards are specified herein, Seller's safeguards shall be no less rigorous than the Center for Internet Security's CIS Controls™, found at https://www.cisecurity.org/controls/.

B. If Seller becomes aware of any compromise of Buyer Information (an "Incident"), Seller shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification to Buyer within seventy-two (72) hours after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform this Order.

C. Upon request, Seller shall provide reasonable assurances to Buyer of compliance with the requirements of this provision, and reasonable cooperation in connection with an investigation regarding the nature and scope of any Incident. Any costs incurred by Buyer or Seller in investigating or remedying Incidents shall be borne by Seller.
D. All Buyer Information shall be encrypted (i) if transmitted externally by Seller via any electronic network, or (ii) during electronic storage if potentially accessible by any electronic network external to Seller or otherwise by non-authorized users.
E. This provision is intended to set forth minimum information security requirements and does not alter, change or supersede any more stringent information security requirements found in other contractual obligations agreed to between the parties.

36. SITE CONDITIONS. **(back to top)**

If Seller is required to install or supervise the installation of equipment or to perform services at Buyer's or its customer's site, Seller shall inspect the location of the work at Buyer's or its customer's site and be familiar with its condition at the time of award of this Order. In no event shall either Seller's failure to inspect the site prior to the award of this Order, or any circumstance that Seller should reasonably have discovered through such site inspection, constitute a basis for any claim for increased cost or additional time for performance.

37. HAZARDOUS MATERIALS. **(back to top)**

Seller's obligations and requirements with respect to hazardous materials, including obligations to communicate with Buyer, are defined as follows in this provision. Neither the requirements of this provision, nor any act or failure to act by Buyer, shall relieve Seller of any responsibility or liability for the safety of any person or property, or of any obligation to comply with the applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous materials.
"*Hazardous material*" means any material defined as hazardous under the latest version of Federal Standard No. 313 as maintained by the General Services Administration (GSA) https://www.gsa.gov/portal/content/101201.

A. Safety Data Sheets (SDS):
Seller shall not provide any hazardous materials or products containing hazardous materials unless Buyer has approved the Safety Data Sheet (SDS) for the product. SDS provided by Seller shall meet requirements of the United States Occupational Safety and Health Administration (OSHA) Hazard Communication Standard and be in the 16 section format of the United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS) format as required by 29 CFR 1910.1200(g). **Placement of this Order does not constitute approval. If no SDS was approved prior to Order placement, then no hazardous material may be delivered to the Buyer unless and until the Buyer approves the SDS.**

If at any time during performance of this Order, there is a change in the composition of the products or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the submitted SDS, Seller shall promptly notify the Buyer and resubmit the SDS.

Shipments of hazardous materials or products containing hazardous materials shall have a copy of most recent SDS securely attached to external packaging. If Seller later determines that the SDS secured to the external packaging does not match the products delivered, Seller must immediately notify Buyer.

Seller must ensure that the most current SDS for its product has been provided to Buyer's technical authority and that the SDS provided to Buyer's technical authority matches the subsequent hazardous material shipping documents. Seller shall notify Buyer and obtain Buyer's approval prior to shipment if the SDS for a shipment is different than the SDS previously provided for the same product.

Delay to Buyer's receipt of shipment and any transportation costs due to return of product for reasons of an unapproved, inconsistent or incomplete SDS/MSDS are at Seller's expense. Repeated non-compliance will result in the Seller being removed from the list of approved suppliers.

B. Prohibited Hazardous Materials:

Except as agreed to in writing by Buyer, or as specified in this Order (e.g., an industry specification or assembly drawing that specifies chromium steel), the hazardous material constituents in Prohibited Hazardous Materials Table shall not be included in or come in direct contact with any products furnished under this order. The products furnished under this Order include all ingredients in such products (e.g., newly formulated coatings) and all materials of construction in such product, including sub-component materials (e.g., batteries, circuit boards), applied coatings, applied primers, lubricants, adhesives, and any other consumables that remain on the delivered product. A hazardous material constituent that is an impurity, i.e., a trace amount that is not an ingredient and does not contribute to the function or usefulness of the product, is excluded from these requirements.

Prohibited Hazardous Materials Table		
Asbestos	Lead & Lead Compounds	Beryllium and Beryllium Compounds
Barium & Barium Compounds, including Barium Sulfate	Mercury & Mercury Compounds	Methylene Chloride
Brass and Bronze w/ >1% Lead	Ozone Depleting Substances (ODS) Class 1	Arsenic & Arsenic Compounds in Coatings
Boron Trifluoride	Polychlorinated Biphenyls (PCBs)	Benzene in Coatings
Cadmium & Cadmium Compounds	Selenium & Selenium Compounds	Organometallic Compounds in Coatings
Chromium & Chromium Compounds	Silver & Silver Compounds	

Seller may use "readily available information" to determine whether the product furnished under this order includes or has come in direct contact with the hazardous material constituents identified in Prohibited Hazardous Materials Table. "Readily available information" sources include:

(i) Actual knowledge or process knowledge
(ii) SDS
(iii) Technical data sheets
(iv) Manufacturing data.

Except as specified in this Order, chemical analysis, testing, monitoring or certification is not required to determine whether the product includes or has come in direct contact with the hazardous material constituents identified in the Prohibited Hazardous Materials Table. At Buyer's request, Seller's "readily available information" shall be made available to the Buyer's technical authority.

C. Additional Notifications Required by Seller Relating to Materials Identified in the Prohibited Hazardous Materials Table:

Seller shall obtain approval from Buyer's technical authority (for Orders issued by the Newport News Shipbuilding (NNS) division, via the Vendor Information Request (VIR) or similar process as applicable to this Order) in the following circumstances:

(i) If there is a change to the product involving the hazardous material constituents identified in the Prohibited Hazardous Materials Table, including the addition, deletion, or change in the type, concentration, usage, or location of a hazardous material constituent.
(ii) If Seller becomes aware that the product to be delivered under this Order includes or has come in direct contact with any of the hazardous material constituents identified in the Prohibited Hazardous Materials Table, based on "readily available information."
(iii) If the product specifications allow for an alternative that includes a hazardous material constituent identified in the Prohibited Hazardous Materials Table and the Seller desires to select such alternative.

For Orders issued by NNS, the VIR shall include in form NN9168 or similar document a description of the new or changed information, the source of the "readily available information," and how to physically distinguish between the old and new product (serial numbers, model numbers, physical appearance, etc.).

D. Services on Site:
Buyer will not accept or manage hazardous materials unless otherwise specified in this Order. In no event shall title to hazardous material pass to Buyer. Seller shall be responsible for the cost of proper management of hazardous material and hazardous waste that results from the Work. Unless otherwise specified in their Order, all hazardous waste that arises out of or results from any work on Buyer's property shall be provided to Buyer's collection area in accordance with site rules. Hazardous waste that arises out of or results from any work on Buyer's customer's property will be handled in accordance with site rules. Upon request Seller shall submit to Buyer upon work completion a summary report which shall detail all waste generated at Buyer's or Buyer's customer's property.

Buyer shall not be liable for any personal injury, disease or death, loss or damage, or any claim of any party, including, but not limited to the Seller's employees or agents, in any way arising out of or resulting from any exposure or claimed exposure to any hazardous or toxic material (for example, without limitation, asbestos) that is present at the work site.

E. Additional Prohibitions:
(i) PROHIBITION OF YELLOW WRAPPINGS OR PROTECTION DEVICES. Seller shall not use yellow wrapping material or attached yellow protection devices such as caps or plugs.
(ii) BRASS AND COPPER BLACK OXIDE COATED THREADED FASTENER PROHIBITION. Seller shall not use brass or copper black oxide coated threaded fasteners when installing or replacing threaded fasteners in the accomplishment of any work required by this Order.

38. INDEMNIFICATION - THIRD PARTY CLAIMS. (back to top)
Seller shall indemnify and hold harmless Buyer, Buyer's parent and affiliates, and their respective directors, officers, and employees (collectively, for the purposes of this provision, "Buyer"), from and against any and all liabilities, claims, losses, and expenses, arising from the acts and omissions of Seller, its employees, subcontractors, or agents, in their performance of this Order, except where Buyer is solely negligent. Seller shall, at its own cost, defend Buyer against such claims, losses, and liabilities, and, it shall pay Buyer's reasonable attorneys' fees, and expenses, related to carrying out and enforcing the terms of this provision, as those costs are incurred. Buyer has the right to conduct such defenses if it so chooses.

39. INDEMNIFICATION - GOVERNMENT REQUIREMENTS. (back to top)
In addition to any other remedies provided for in this Order, Seller shall indemnify and hold harmless Buyer, Buyer's parent and affiliates, and their respective officers, directors, and employees (collectively, for the purposes of this provision, "Buyer") from and against any and all liabilities, claims, losses and expenses arising out of the failure of Seller, its employees, subcontractors or agents, in conjunction with this Order to comply with any laws, regulations or ordinances. Seller shall, at its own cost, defend Buyer against such claims, losses, and liabilities, and, it shall pay Buyer's reasonable attorney fees and expenses, related to carrying out and enforcing the terms of this provision, as those costs are incurred. Buyer has the right to conduct such defenses if it so chooses.

40. FORCE MAJEURE. (back to top)
Neither party shall be liable to the other for delays resulting from causes beyond its control and without its fault or negligence, including but not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, inability of the Government to pay prime contractor timely, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Seller shall not be liable for delays of subcontractors or suppliers of Seller only when arising from causes beyond the control and without the fault or

negligence of both Seller and such subcontractors or suppliers and only when Seller could not have obtained the supplies or services from other sources in sufficient time to permit Seller to meet the required delivery schedule. Upon the happening of any circumstances or causes aforesaid, the affected party shall notify the other party as soon as possible in writing. Any relief shall be limited to an extension of delivery dates or times of performance to the extent caused thereby.

41. INDEPENDENT CONTRACTOR. (back to top)

Seller is an independent contractor. Seller shall:

A. Have exclusive control and direction over its employees' performance of the work; and
B. Be responsible for all payroll functions for its employees. No persons employed by Seller or Seller's subcontractors shall be deemed an employee or agent of Buyer for any purpose.

42. RELEASE OF INFORMATION AND ADVERTISING. (back to top)

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Order or the subject matter, will be made by Seller without the prior written approval of Buyer. Additionally, Seller shall not use Buyer's name or in any other way identify Buyer in any advertisement, display, news release, or other public disclosure without Buyer's prior written consent.

43. COMPLIANCE WITH LAWS. (back to top)

Seller shall comply with all applicable foreign and United States federal, state and local laws, statutes, rulings, ordinances, orders, and regulations in performing this Order.

44. CHOICE OF LAW. (back to top)

Both Parties agree that, irrespective of the place of performance of this Order, unless otherwise specifically provided herein, this Order will be construed and interpreted according to the law of the state of the Huntington Ingalls Incorporated facility issuing this Order, as identified in the Order, excepting that state's laws on conflicts of law. Exclusive venue for suits at law or equity arising under or related to this Order shall be:

A. United States District Court for the Eastern District of Virginia or Newport News Circuit Court for orders issued by Huntington Ingalls Incorporated-Newport News Shipbuilding division.
B. United States District Court for the Southern District of Mississippi or the Circuit Court of Jackson County, Mississippi for orders issued by Huntington Ingalls Incorporated-Ingalls Shipbuilding division.

45. BUSINESS CONDUCT. (back to top)

Buyer has implemented a comprehensive Ethics and Business Conduct Program, which includes a "Supplier Code of Conduct," or expectations that Buyer holds for its suppliers. The "Supplier Code of Conduct" is available at this website: https://huntingtoningalls.com/wp-content/uploads/Supplier_Code_of_Conduct.pdf . Commensurate with the size and nature of Seller's business, Buyer expects Seller to have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within the Supplier Code of Conduct. In the event of a violation of any of the expectations set forth in the Supplier Code of Conduct, Buyer may pursue corrective actions to remedy the situation, up to and including termination of this Order.

46. CONTINUING TERMS AND SEVERABILITY. (back to top)

The "Proprietary Information," "Suspect/Counterfeit Parts," "Insurance," "Indemnification – Government Requirements," "Indemnification – Third Party Claims," "Patent, Trademark, Trade Secret, And Copyright Indemnity," "Release of Information and Advertising," and "Warranty" provisions and the indemnification provisions contained in the "Disputes," and "Export And Import Compliance," provisions shall survive termination or cancellation of this Order. If any provision in this Order is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

47. NON-WAIVER. (back to top)

Buyer's failure at any time to enforce any provision of this Order shall not constitute a waiver of the provision or prejudice Buyer's right to enforce that provision at any subsequent time against Seller. No payment made shall be deemed an acceptance or approval of any defective or unsatisfactory material or workmanship, or a waiver of Buyer's right to later reject the same. Any and all of the rights and remedies conferred upon Buyer under this Order shall be cumulative and in addition to, and not in lieu of, the rights and remedies granted by law for Seller's breach of contract.

48. BANKRUPTCY. (back to top)

In the event Seller enters into proceedings relating to bankruptcy or insolvency, whether voluntary or involuntary, Seller agrees to furnish to Buyer, by certified mail, written notification of the bankruptcy or insolvency proceeding. This notification shall be furnished within five days of the initiation of such proceedings, and shall include the date of filing, the identity of the court in which the petition was filed, and a listing of all of Buyer's Orders against which final payment has not been made. This obligation remains in effect until final payment under this Order. In the event Seller enters into proceedings relating to bankruptcy or insolvency, whether voluntary or involuntary, ceases operations, or fails to respond to notices under this Order, Buyer may, at Buyer's sole discretion, pay to Seller's subcontractors at any tier those amounts Seller owes to such subcontractors under this Order to obtain such subcontractor's performance owed to Seller in connection with this Order and Buyer shall be entitled to set-off such amounts Buyer pays to such subcontractors from any amount owed to Seller under this Order.

49. PROGRAM MANAGEMENT. (back to top)

A. Program Management Plan

Seller shall assign a qualified project manager responsible for all technical and programmatic aspects of the work if requested by Buyer at Order placement or at any time during Order performance. Seller's representative shall be responsible for regular communication with Buyer during Order performance.

B. Project Plan

Seller will develop and submit a Project Plan if requested by Buyer. Each Project Plan shall contain tasks and timelines for Order performance including, but not limited to, material procurements, production activities, and development of software and hardware deliverables. Project Plans shall also include tasks performed by Seller's subcontractors, if applicable. Seller shall update the Project Plan at regular intervals, but no less than monthly. Seller and Seller's subcontractors shall utilize best efforts to meet the dates set forth in the Project Plan. If Seller becomes aware that it will not meet the dates as set forth in a Project Plan, Seller shall immediately notify Buyer.

C. Program Reviews

Buyer may request a program review to assess Seller's performance of this Order. Program reviews will be held at a mutually agreed upon location and each party will bear its own costs and expenses in connection therewith.

D. Site Visits

Buyer reserves the right to conduct site visits to monitor Order progress at both Seller's and Seller's subcontractor facilities. Nothing herein shall modify Buyer's or Buyer's customers' rights under the Inspection provision of these terms and conditions.

E. No Waiver

Any project management assistance provided to Seller by Buyer or acceptance by Buyer of deficient performance is solely for the purpose of mitigating risk to Order performance. In providing project management assistance, Buyer does not waive any of its rights under the other provisions of this Order.

50. EQUAL EMPLOYMENT OPPORTUNITIES. (back to top)

Buyer, Seller and Seller's subcontractors shall abide by the requirements of the following laws, which are incorporated herein by reference: the EEO Clause of Executive Order 11246, at 41 CFR § 60-1.4(a) (including the pay transparency nondiscrimination clause), the EEO Clause for protected veterans at 41 CFR § 60-300.5(a), the EEO Clause for individuals with disabilities at 41 CFR §60-741.5(a), and the Notice Clause of Executive Order 13496 regarding Employee Rights under the National Labor Relations Act (NLRA). Among other things, these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. For additional obligations that may apply to purchases of $50,000 or more, including the annual affirmative action plan (AAP) requirement, the annual EEO-1 Report, and the annual VETS-4212 Report, please see 41 CFR §§ 60-1.7, 60-1.12, 60-2.1, 60-300.10, and 29 CFR §2602.7. Also, note that you may be covered by the minimum wage obligations of Executive Order 13658 and/or Executive Order 13706, establishing Paid Sick Leave for federal contractors. As required by federal regulation, the parties reiterate that:

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5 (a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

51. FAR/DFARS CLAUSES/PROVISIONS. (back to top)

A. The below listed FAR and DFARS clauses are incorporated by reference and made part of this Order with the same force and effect as though set forth in full text.
B. Unless text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms "Contractor" means "Seller," "Contracting Officer" means "Buyer," "Contract" means this Order and "Government" means "Buyer or the Government." However, the words "Government" and "Contracting Officer" do not change 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.
C. Unless a clause or parenthetical specifies or references a monetary threshold, thresholds for Truthful Cost and Pricing Data (referred to as "TCPD," and formerly known as TINA), the Simplified Acquisition Threshold (SAT), and the Micro Purchase Threshold (MPT) are those found in the definitions at FAR 2.101. Applicable thresholds are those in effect in the FAR on the date of Order award unless otherwise indicated.
D. Whenever the FAR or DFARS clauses include a requirement for the resolution of disputes between the Parties in accordance with the "Disputes clause," the dispute shall be disposed of in accordance with the provision entitled "Disputes" in this Order.
E. The full text of a clause may be accessed electronically at https://www.acquisition.gov/.

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.202-1	Definitions *("solicitation" means the Buyer's customer's solicitation under which this Order is issued)*	(Jun 2020)
52.203-6*	Restrictions on Subcontractor Sales to the Government *(applies to Orders over the SAT) (ALT I applies to commercial items)*	(Jun 2020)

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.203-13*	Contractor Code of Business Ethics and Conduct *(applies to Orders that exceed the threshold at FAR 3.1004(a) and that have a performance period of more than 120 days. The Parties shall make all disclosures of violation of the civil False Claims Act or of Federal criminal law to the Office of the Inspector General of the agency issuing the prime contract under which this Order is issued, with a copy to the Contracting Officer of the prime contract.)*	(Nov 2021)
52.203-15*	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 *(applies to ARRA funded Orders only)*	(Jun 2010)
52.203-19*	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	(Jan 2017)
52.204-2*	Security Requirements *(applies to Orders requiring access to classified information, delete paragraph (c))*	(Mar 2021)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper *(applies to Orders requiring delivery of paper documents, such as offers, letters or reports)*	(May 2011)
52.204-9*	Personal Identity Verification of Contractor Personnel *(applies to Orders requiring access to a Federally-controlled facility or information system; contact Buyer for procedures)*	(Jan 2011)
52.204-21*	Basic Safeguarding of Covered Contractor Information Systems (*applies to Orders (including those for acquisition of commercial items, other than commercially available off-the-shelf items), in which the Seller may have "Federal contract information," as that term is defined in paragraph (a) of this clause, residing in or transiting through its information system)*	(Jun 2016)
52.204-23*	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	(Jul 2018)
52.204-25*	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	(Aug 2020)
52.211-5	Material Requirements *(the clause's requirement that Contracting Officer approval be obtained before using "surplus property" applies also to residual inventory resulting from terminated Government contracts or purchase orders awarded thereunder)*	(Aug 2000)
52.211-15*	Defense Priority and Allocation Requirements	(Apr 2008)
52.219-8*	Utilization of Small Business Concerns	(Oct 2018)
52.222-19	Child Labor - Cooperation with Authorities and Remedies *(except paragraph (a))*	(Jan 2020)
52.222-21*	Prohibition of Segregated Facilities	(Apr 2015)
52.222-26*	Equal Opportunity	(Sep 2016)
52.222-35*	Equal Opportunity For Veterans *(applies to Orders valued at or above the threshold at FAR 22.1303(a))*	(Jun 2020)
52.222-36*	Equal Opportunity For Workers with Disabilities *applies to Orders over the threshold at FAR 22.1408(a))*	(Jun 2020)
52.222-37*	Employment Reports on Veterans *(applies to Orders valued at or above the threshold at FAR 22.1303(a))*	(Jun 2020)

FAR CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees *(applies to Orders of $150,000 or more)*	(Dec 2004)
52.222-40*	Notification of Employee Rights Under the National Labor Relations Act *(applies to Orders over $10,000)*	(Dec 2010)
52.222-50*	Combating Trafficking In Persons	(Oct 2020)
52.222-54*	Employment Eligibility Verification *(applies to Orders for services over $3,500 for work performed in the United States)*	(Oct 2015)
52.223-3	Hazardous Material Identification and Material Safety Data	(Feb 2021)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	(May 2008)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	(Jun 2016)
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	(Jun 2016)
52.223-15	Energy Efficiency in Energy-Consuming Products	(Dec 2007)
52.225-13*	Restrictions on Certain Foreign Purchases	(Feb 2021)
52.227-1*	Authorization and Consent *(applies to Orders that exceed the SAT,; Alt I applies to Research and Development Orders; Alt II applies to communication services)*	(Jun 2020)
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement *(applies to Orders over the SAT)*	(Jun 2020)
52.232-40*	Providing Accelerated Payments to Small Business Subcontractors *(applies only to Orders with small business concerns)*	(Dec 2013)
52.244-6*	Subcontracts for Commercial Items	(Jul 2021)

DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.203-7002*	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
252.203-7003	Agency Office of the Inspector General	(Aug 2019)
252.204-7000*	Disclosure of Information	(Dec 1991)
252.204-7004*	Antiterrorism Awareness Training for Contracts *(applies to all Orders under which Seller will require routine physical access to a Federally-controlled facility or military installation)*	(Feb 2019)
252.204-7012*	Safeguarding Covered Defense Information and Cyber Incident Reporting *(applies if covered defense information is provided to, or delivered by, Seller under this Order; Seller shall also provide Buyer with any reports it receives from lower tier subcontractors pursuant to this clause)*	(Dec 2019)
252.204-7015*	Notice of Authorized Disclosure of Information for Litigation Support	(May 2016)
252.204-7018*	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	(Dec 2019)
252.204-7020*	NIST SP 800-171 DoD Assessment Requirements	(Nov 2020)

DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.211-7003*	Item Unique Identification and Valuation *(applies to Orders when any item is listed as requiring unique item identification)*	(Mar 2016)
252.223-7001	Hazard Warning Labels *(applies to any Order that requires delivery of hazardous materials)*	(Dec 1991)
252.223-7006*	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic *(applies only when performing work on a DoD facility)*	(Sep 2014)
252.223-7008*	Prohibition of Hexavalent Chromium *(applies to Orders for supplies, maintenance and repair services, or construction materials*).	(Jun 2013)
252.225-7001	Buy American and Balance of Payments Program-Basic	(Dec 2017)
252.225-7007*	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies *(applies to Orders for items covered by the United States Munitions List and the 600 series of the Commerce Control List)*	(Dec 2018)
252.225-7008	Restriction on Acquisition of Specialty Metals	(Mar 2013)
252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals *(except paragraphs (d) and (e)(1); Sellers using the minimal content exception in paragraph (c)(6) shall submit a "Good Faith Estimate" on a form designated by Buyer)*	(Dec 2019)
252.225-7012	Preference for Certain Domestic Commodities	(Dec 2017)
252.225-7052*	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	(Oct 2020)
252.227-7026	Deferred Delivery of Technical Data or Computer Software	(Apr 1988)
252.227-7013*	Rights in Technical Data - Noncommercial Items & Alt II (Mar 2011) *(applies only to technical data if any portion was developed at Government expense)*	(Feb 2014)
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation *(applies only to computer software or computer software documentation any portion was developed at Government expense)*	(Feb 2014)
252.227-7015*	Technical Data – Commercial Items & Alt. I (Dec 2011) *(applies to Orders for technical data for commercial items developed in any part at private expense)*	(Feb 2014)
252.227-7016*	Rights in Bid or Proposal Information	(Jan 2011)
252.227-7019*	Validation of Asserted Restrictions - Computer Software *(applies to Orders with deliverables for computer software)*	(Sep 2011)
252.227-7037*	Validation of Restrictive Markings On Technical Data	(Jun 2013)
252.232-7017*	Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration	(Apr 2020)
252.234-7004	Cost and Software Data Reporting System—Basic *(applies to Orders over $50 million)*	(Nov 2014)
252.235-7003*	Frequency Authorization--Basic *(applies to Orders requiring radio frequency authorization)*	(Mar 2014)
252.237-7010*	Prohibition on Interrogation of Detainees by Contractor Personnel *(applies if Seller personnel may interact with detainees in the course of their duties)*	(Jun 2013)

DFARS CLAUSES/PROVISIONS		
CLAUSE NUMBER	CLAUSE NAME	CLAUSE DATE
252.239-7016*	Telecommunications Security Equipment, Devices, Techniques, and Services *(applies to Orders that require securing telecommunications)*	(Dec 1991)
252.244-7000*	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) *(supplements FAR 52.244-6)*	(Jan 2021)
252.246-7003*	Notification of Potential Safety Issues *(applies to Orders for Products identified as: (i) critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system)*	(Jun 2013)
252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System *(excluding the introductory text and including only paragraphs (a) through (e))* *(applies to Orders requiring delivery of electronic parts or assemblies containing electronic parts)*	(Aug 2016)
252.246-7008*	Sources of Electronic Parts (*applies to Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer)*	(May 2018)
252.247-7023*	Transportation of Supplies by Sea - Basic *(applies to Orders over the SAT; if this Order is below the SAT, only paragraphs (a) through (e), and paragraph (i), apply)*	(Feb 2019)

* Denotes Mandatory Flow Down where applicable.

52. FLOW DOWN PROVISION. (back to top)

Buyer has indicated that certain provisions and FAR/DFARS clauses are required to be included in Seller's subcontracts with its lower tier subcontractors. That a clause or provision is not identified as a mandatory flow down, however, does not relieve Seller of its obligation to include the clause in lower tier subcontracts when required to satisfy Seller's contractual obligations under this Order.

53. OBSOLESCENCE. (back to top)

Seller represents that it has obtained pricing and/or has within its control all necessary equipment, subassemblies, parts, components or items (collectively referred to as "Parts") to be incorporated in the Product(s) to be delivered under this Order. If during the performance of this Order Seller becomes aware that any Products or Parts will be going out of production or will no longer be commercially available in the future. Sellers shall notify the Buyer of such obsolescence. Seller shall specifically identify those Products or Parts by name or title, part number(s), function, and name and location of manufacturer. Should any Parts that Seller intended to use in performance of this Order become obsolete and unavailable to Seller, Seller shall identify and propose alternative Parts for approval by Buyer and, if necessary, the Government, and Seller shall be responsible for any increase in cost necessary to obtain and qualify such alternative Parts to ensure full compliance with the requirements of this Order.

54. AMENDMENTS REQUIRED BY PRIME CONTRACT. (back to top)

Buyer may modify these general provisions to add or delete any provisions that are not reflected in the applicable Prime Contract or in subsequent amendments to the Prime Contract. Accordingly, Seller agrees that upon the request of Buyer it will negotiate in good faith with Buyer relative to modifications to this Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such modification to this Order causes a material increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, an equitable adjustment shall be processed pursuant to the "Changes" clause of this Order.

55. ADDITIVE MANUFACTURING (A.K.A., 3D PRINTING). (back to top)

Seller shall provide advance written notice to Buyer and obtain Buyer's written approval if it intends to provide any additively manufactured parts or supplies that include additively manufactured parts under this Order. Seller shall flow down the substance of this clause to its suppliers under this Order.

56. NON-SOLICITATION. (back to top)

A. During the term of this Order and for twelve (12) months after termination of this Order, Seller shall not solicit, or attempt to solicit, for employment any technical or professional employee of Buyer who has been assigned to work on this Order. This subsection does not preclude discussions of employment if Buyer's employee initiates the conversation or responds to a public solicitation.

B. The Parties agree that no adequate remedy at law exists for violations of this section and this section may be enforced by any equitable remedy, including specific performance and injunction, without limiting Buyer's right to obtain such relief as may be available at law.

57. CYBERSECURITY. (back to top)

Buyer has implemented a Supply Chain Cybersecurity Compliance and Risk Mitigation Program (SC3RMP) to help assess and appropriately mitigate cybersecurity risks, raise awareness, and develop proportionate and effective defenses of and across Buyer's suppliers. A critical element of SC3RMP is Buyer's use of Exostar's Partner Information Manager Tool (PIM), which provides a secure platform to report the status of a company's compliance with DFARS 252.204-7012, and more specifically the security requirements of NIST SP 800-171. Upon request of Buyer, Seller agrees to register and maintain an active account with Exostar PIM (located at https://my.exostar.com/pages/viewpage.action?pageId=12125152) and to complete the Exostar PIM cybersecurity questionnaire. Seller also agrees to provide Buyer with information reasonably required by Buyer to assess and address any cybersecurity risks identified by SC3RMP.