

PLEASE NOTE: This document contains generic mandatory FAR Flowdowns. Additional supplemental FARS will be applicable dependant on End Customer and Platform.

SPECIAL CONDITIONS – FAR / DFAR FLOWDOWN PROVISIONS

This Order may have been placed in support of a US Government contract. To the extent that Supplies delivered pursuant to this Order are in support of a US Government contract the following flowdown provisions are applicable.

SECTION I: FAR FLOWDOWN PROVISIONS

A. INCORPORATION OF FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

To the extent this Order is in support of a US Government Contract, the FAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. When a FAR clause uses a word or term that is defined in the FAR, the word or term shall have the same meaning as in the definition in FAR 2.101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the FAR where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract (as defined below), the date or substance of the clause incorporated by said Prime Contract shall apply. Any reference to a "Disputes" clause shall mean the "Law and Jurisdiction" clause of the Standard Conditions of Purchase.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by Purchaser and Supplier in support of a US Government contract.

As used in the clauses reference below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "Contractor" shall mean SUPPLIER, as defined in Standard Conditions of Purchase, acting as the immediate subcontractor to PURCHASER.
4. "Prime Contract" means the contract between PURCHASER and the US Government or between PURCHASER and its higher-tier contractor in support of a contract with the US Government.
5. "Subcontract" means any contract placed by Contractor or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "PURCHASER" for "Government" or "United States" throughout this clause.
2. Substitute "PURCHASER Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and PURCHASER" after "Government" or "Contracting Officer", as appropriate, throughout this clause.
4. Insert "or PURCHASER" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SUPPLIER to/from the Contracting Officer shall be through the PURCHASER Procurement Representative.
6. "Contracting Officer" shall mean the US Government Contracting Officer for PURCHASER'S government prime contract under which this Contract is entered.
7. Not Applicable to a UK Subcontractors but needs to be flown down to any US Subcontractors.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SUPPLIER shall, at the request of PURCHASER, accept amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as PURCHASER may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contractor with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or a decrease in the estimated cost of, or the time required for, performance of any part of the Supplies under this Contract, an equitable adjustment shall be made pursuant to the "Control of the Equipment Baseline" Condition of the Standard Conditions of Purchase.

E. PRESERVATION OF GOVERNMENT RIGHTS

If PURCHASER furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the US Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that PURCHASER, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other US Government prime contracts.

F. FAR FLOWDOWN CLAUSES

1. The following clauses apply to this Contract:

- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies.)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Note 2 applies.)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011) (If this Contract, except contracts to small business concerns, exceeds \$150,000 the Contractor must include this clause in all lower tier subcontracts that offer subcontracting opportunities.) (Note 7 applies)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)(Applies if the Contract may require or involve the employment of labourers' and mechanics)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Note 7 applies)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (Only subparagraphs (b)(1)-(11) apply.)(Note 7 applies)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)(Note 7 applies)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) (Note 2 applies. In paragraph (e)) (Note 3 & 7 apply)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)(Note 7 applies)
- 52.225-8 DUTY FREE ENTRY (OCT 2010)(Applies if (1) work will be imported into the Customs Territory of the United States (2) foreign supplies in excess of \$15,000 maybe imported into the customs territory of United States.
- 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUNE 2008) (Note 5 applies.)
- 52.227-14 RIGHTS IN DATA - GENERAL (DEC 2007).
- 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) applies if this contract involves work on a government installation
- 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PROCUREMENT ACT TITLE III (DEC 1994) (Notes 2 & 7 apply.)
- 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)
- 52.242-15 STOP WORK ORDER (AUG 1989) (In paragraph (a) "90 days" is changed to "100 days", in paragraph (b) "30 days" is changed to "20 days". Notes 1 and 2 apply.)
- 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Replace paragraph (a) with the following: PURCHSER Procurement Representative may at any time, by written order, and without notice to sureties, if any, direct changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work ("SOW"), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of PURCHASER furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. Contractor shall comply immediately with such direction. ALTERNATE I (APR 1984) AND ALTERNATE II (Apr 1984) apply when Supplies are services and not goods. Notes 1 and 2 apply.)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DEC 2010)

- 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraphs (f), (j) and (l) where Note 1 applies.)
- 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006) (Note 2 applies.)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Notes 1 and 2 apply, except in paragraph (n) "Government" means "PURCHASER and the Government" and "Contracting Officer" means "PURCHASER Procurement Representative or the Contracting Officer." Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), to all of paragraph (b)(8) and to the second time "Government" appears in paragraph (d). In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
- 52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984) (Timely performance is a material element of this Contract. Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies the second and third time "Government" appears in paragraph (e).)

2. The following clauses apply to this Contract if the value of the Contract equals or exceeds \$15,000:

- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (Note 7 applies)

3. The following clauses apply to this Contract if the value of the Contract equals or exceeds \$150,000:

- 52.203-6 RESTRICTIONS ON SUBCONTRACTORS TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010) (Subparagraph (c)(1) is deleted.)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies only if Contract value is expected to exceed \$150,000.)
- 52.203-17 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHT (Note 6 & 7 apply)
- 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010) (Applicable if: (1) Contractor is required to furnish cost or pricing data, or (2) the Contract requires Contractor to furnish cost, funding, or performance reports. (Note 3 applies.)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) (Delete paragraph (b) of the clause.)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010) (Note 7 apply)
- 52.222.37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)(Note 7 apply)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Notes 2 and 4 apply.)
- 52.248-1 VALUE ENGINEERING (OCT 2010) (Note 1 applies, except in paragraphs (c)(5) and (m), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies.)

4. The following clauses apply to this Contract if the value of the Contract equals or exceeds \$650,000:

- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2013) (Applicable if the Contractor is not a small business. Note 2 is applicable to subparagraph (c) only; the Contractor's subcontracting plan is incorporated herein by reference.) (Note 7 applies)
- 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) (Delete subparagraphs (d) and (e). Note 2 applies. Note 3 applies to subparagraph (f) only.)(Note 7 applies)

5. The following clauses apply to this Contract if the value of the Contract equals or exceeds \$750,000:

- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010) (Applicable if not otherwise exempt under FAR 15.403.)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Applicable for modifications if not otherwise exempt under FAR 15.403.)
- 6 The following clauses apply to this Contract if the value of this Contract exceeds \$5,000,000:
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Note 2 & 7 apply)
- 52.203-14 DISPLAY OF HOTLINE POSTERS (DEC 2007) (Contact PURCHASER Procurement Representative if assistance is required obtaining any required posters.)
7. The following clauses apply as indicated:
- 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applicable if the Supplies involve access to classified information.)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies. Applicable if Supplies require delivery of material.)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applicable if submission of cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). Rights and obligations under this clause shall survive completion of the Supplies and final payment under this Contract.)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Applicable if submission of cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Supplies and final payment under this Contract.)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applicable if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applicable if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007) (Applicable if this Contract is for services covered by the Service Contract Act of 1965. Note 2 applies.)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) (Applicable if this Contract has a value of more than \$3000 unless an exception contained in FAR 52.222-54(e)(1) applies. Note 4 applies to paragraph (a)(1)(iii).)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applicable if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)
- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applicable to Supplies containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Applicable if the Supplies were manufactured with or contain ozone-depleting substances.) (Note 7 applies)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applicable only if the Prime Contract contains this clause.)
- 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applicable when reported royalty exceeds \$250. Notes 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)
- 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applicable if the Supplies or any patent application may cover classified subject matter.)
- 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (DEC 2007) (Applicable if this Contract is for experimental, developmental, or research Supplies and Contractor is a small business concern or domestic (i.e. U.S) non-profit organization and made applicable by FAR 27.303 (a)(1) or

- PURCHASER'S Prime Contract. Refer also to DFAR 252.227-7034. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the PURCHASER Procurement Representative identified on the face of this Contract.)
- 52.227-13 PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applicable if this Contract is for experimental, developmental, or research Supplies and made applicable by FAR 27.303 (c)(1) or PURCHASER'S Prime Contract. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the PURCHASER Procurement Representative identified on the face of this Contract.)
- 52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (FEB 2013) (Applicable if this Contract is to be performed wholly or partly in a foreign country, unless Contractor is a foreign government. Note 6 applies.)
- 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012) (When referenced in this Contract, full CAS Coverage applies. In subparagraph (a)(4)(ii) and (a)(5), Note 1 applies. Delete paragraph (b) of the clause.)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012) (When referenced in this Contract, Modified CAS Coverage applies. In subparagraphs (a)(3)(ii) and (a)(4), Note 1 applies. Delete paragraph (b) of the clause.)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applicable if FAR 52.230-2 or FAR 52.230-3 applies.)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event PURCHASER'S Customer has directed PURCHASER to stop performance of the Supplies under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, PURCHASER may, by written order to Contractor, direct Contractor to stop performance of the Supplies called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies, except the first time it appears in paragraph (f); in paragraph (f) add after "33.104(h)(1)" "and recovers those costs from PURCHASER." Note 2 applies.)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applicable if Supplies involve information technology which require security of information technology, and/or are for the design, development or operation of a system or records using commercial information technology services or support services.)
- 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applicable only if the Prime Contract requires Change Order Accounting. Note 2 applies.)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012) (Applicable if Government property is furnished in the performance of this Contract. "Contracting Officer" means "PURCHASER" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) and where it is unchanged, and in paragraphs (c) and (h)(4) where it includes PURCHASER. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "PURCHASER" and except in paragraphs (d)(2) and (g) where the term includes PURCHASER." The following is added as paragraph (n) "Contractor shall provide to PURCHASER immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of Contractor's property control system.".)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applicable if this Contract involves international air transportation.)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006) (Note 2 applies.)

G CERTIFICATIONS AND REPRESENTATIONS

This Section (G) contains certifications and representations that are material representations of fact upon which PURCHASER will rely in making awards to Contractor. By submitting its written offer, or providing oral offers/quotations at the request of PURCHASER, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this Section (G). These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or

solicitation (oral or written), issued by PURCHASER. Contractor shall immediately notify PURCHASER of any change of status with regard to these certifications and representations.

- (1) Where applicable, the SUPPLIER represents and warrants that the Supplies provided under this Contract constitute a "Commercial Item" as defined in FAR 2.101.

The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract. In each clause incorporated below, substitute "PURCHASER" for "Government" and "Contracting Agency", and "PURCHASER Procurement Representative" for "Contracting Officer" throughout.

- (2) FAR 52.203-11 (SEP 2007) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations/ contracts exceeding \$150,000)
- (3) FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (definitions and prohibitions contained therein are incorporated by reference in paragraph (b) of this certification).

Contractor certifies that to the best of its knowledge and belief that on and after December 23, 1989 :

- (a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Contract;
- (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and
- (c) Contractor will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

- (4) FAR 52.209-5 Certification Regarding Responsibility Matters (APR 2010) (Applicable to solicitations/ contract exceeding \$150,000)

The SUPPLIER certifies, to the best of its knowledge and belief, that it and/or any of its Principals :

- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (b) Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (d) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) The SUPPLIER has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

The SUPPLIER shall provide immediate written notice to the PURCHASER Procurement Representative if, at any time prior to contract award, the SUPPLIER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the SUPPLIER's responsibility. Failure of the SUPPLIER to furnish a certification or provide such additional information as requested by the PURCHASER Procurement Representative may render the SUPPLIER non-responsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a SUPPLIER is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the SUPPLIER knowingly rendered an erroneous certification, in addition to other remedies available to the PURCHASER, PURCHASER may terminate the contract resulting from this solicitation for default.

- (5) FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)

(a) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-6) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(b) Contractor shall provide immediate written notice to PURCHASER if, any time prior to award of any Contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (6) FAR 52.222-22 Previous Contracts and Compliance Reports.

(a) Contractor represents that if Contractor has participated in a previous contract or subcontract subject to Equal Opportunity clause (FAR 52.222-26) (i) Contractor has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

- (7) FAR 52.222-25 Affirmative Action Compliance.

(a) Contractor represents (1) that Contractor has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labour (41 C.F.R. 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

SECTION II: DFAR FLOWDOWN PROVISIONS

A. INCORPORATION OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES

To the extent this Order is in support of a US Government Contract, the DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. When a

DFARS clause uses a word or term that is defined in the DFARS, the word or term shall have the same meaning as in the definition in DFARS 202.101 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the DFARS where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. Any reference to a "Disputes" clause shall mean the "Law and Jurisdiction" clause of the Standard Conditions of Purchase.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by PURCHASER and SUPPLIER in support of a US Government contract.

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2. "Contract" means this Contract.
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5. "Subcontract" means any contract placed by Contractor or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "PURCHASER" for "Government" or "United States" throughout this clause.
2. Substitute "PURCHASER Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and PURCHASER" after "Government" throughout this clause.
4. Insert "or PURCHASER" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through the PURCHASER Procurement Representative.
6. "Contracting Officer" shall mean the US Government Contracting Officer for PURCHASER' government prime contract under which this Contract is entered.
7. Not Applicable to UK Subcontractors but needs to be flown down to any US Subcontractors.

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Contractor shall, at the request of PURCHASER, accept amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as PURCHASER 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 amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Supplies under this Contract, an equitable adjustment shall be made pursuant to the "Control of the Equipment Baseline" Condition of the Standard Conditions of Purchase.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If PURCHASER furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the US Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that PURCHASER, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other US Government prime contracts.

F. DoD FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES

1. The following clauses apply to this Contract:
252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)
252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applicable if Contract contains ammunition and explosives as defined in this clause).
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012)(Applicable if contract requires, or permits a subcontractor to treat or dispose of

- Non DoD-owned toxic or hazardous material.
- 252.227-7013 RIGHTS IN TECHNICAL DATA - NON-COMMERCIAL ITEMS (JUN 13) (Applicable in lieu of FAR 52.227-14.)
 - 252.227-7014 RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013) (Applicable in lieu of FAR 52.227-14.)
 - 252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (JUN 13) (Applicable only if this Order is for a Commercial Item and technical data is to be delivered under this Contract. Note 3 applies.)
 - 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
 - 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JAN 11) "Offeror" means SUPPLIER. Note 2 applies. "In paragraphs (a) and (b) the references to the SBIR data rights are deleted.
 - 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 11)
 - 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 13) (For paragraph (c)(1), note 3 applies.)
 - 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)
 - 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 4 applies.)
 - 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract.)
 - 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)
 - 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)
 - 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991) (In paragraph (a) Note 5 applies. In paragraph (b) note 3 applies.)
 - 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
 - 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
 - 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) of the clause. Note 2 applies.)

2. The following clauses apply to this Contract if the value of this Contract equals or exceeds \$150,000:

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (In this clause, the terms "contract," "contractor", and "subcontract" shall not change in meaning in paragraphs (a) to (d). Delete paragraph (g). Note 2 & 7 applies.)
- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)
- 252.223-7004 DRUG FREE WORK FORCE (SEP 1988)
- 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2012) (Note 1 applies.)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) (Applicable in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraphs (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply, except for paragraph (c).)

3. The following clauses apply to this Contract if the value of this Contract equals or exceeds \$650,000:

- 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010) (Applicable only if PURCHASER is contracting directly with the U.S. Government)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2010) (Delete subparagraph (d)(1) and the first five words of subparagraph (d)(2). Note 2 applies.)

4. The following clauses apply to this Contract if the value of this Contract equals or exceeds \$1,500,000:

252.211-7000 ACQUISITION STREAMLINING (OCT 2010) (Note 1 applies.)

5. The following clauses apply to this Contract as indicated:

- 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Applicable if Contract is above the simplified acquisition threshold and items being acquired require precious metals in their manufacture.)
- 252.211-7003 ITEM IDENTIFICATION AND VALUATION (DEC 2013) (Applicable if Prime Contract requires UID.)
- 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applicable if this Contract requires Government property in Contractor's possession to contain unique item identification.)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 2012) (Applicable if FAR 52.215-12 or 52.215-13 applies to this Contract.)
- 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUB-CONTRACTING PLAN (DoD CONTRACTS) (AUG 2012) (Applicable if FAR 52.219-9 applies and Contract exceeds \$650,000. Paragraph (g) is deleted.)(Note 7 applies).
- 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applicable if Contract requires the delivery of hazardous materials as defined in the clause.)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) (Applicable if the Supplies contain other than domestic (i.e. U.S. origin) components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5.) (Note 2 & 7 apply)
- 252.225-7013 DUTY FREE ENTRY (OCT 2013). (Applicable to Qualifying country components or Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit. Notes 1 and 2 apply to paragraph c.)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUNE 2011) (Applicable if Supplies supplied under this Contract contains ball or roller bearings. Note 2 & 7 apply)
- 252.225-7021 TRADE AGREEMENTS (OCT 2013) (Applicable if the Supplies contain other than U.S.-made, qualifying country, or designated country end products. Applicable in lieu of FAR 52.225-5.)
- 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS (APR 2003) (Applicable if Contract or any Subcontract under this Contract is with a United Kingdom firm. Note 2 applies.)
- 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applicable if this Contract is with a United Kingdom firm. This clause including paragraph (d) shall be flowed down in all subcontracts where a lower tier subcontract exceeding \$1 Million with a UK firm is anticipated. Note 2 applies.)
- 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006) (Applies where Contractor will be performing or traveling outside the U.S. under this Contract.)
- 252.226-7001 Utilizations and Indian Owned Economic Enterprises – DoD Contracts and Native Hawaiian Small Business Concerns (SEP 2004) (Applies if contract exceeds \$500,000) (Note 7 applies)
- 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (MAY 2013) (Applicable if technical data or computer software is generated during performance of contracts under the SBIR program.)
- 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applicable if (1) Contractor is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the contract is for experimental, developmental, or research work.)
- 252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JUNE 13) (Applicable if this Contract requires Contractor personnel to interact with detainees in the course of their duties.)
- 252.239-7016 TELECOMMUNICATIONS, SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (DEC 1991). (Applicable to all Contracts which require the securing of telecommunications.)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (JUNE 2013) (Applicable if Contract contains Commercial Items and Commercial Components.)

- 252.245-7001 Tagging , Labelling & Labelling of Government Property (APR 2012) (applies if Government property is required or provided under this Contract.
- 252.246-7001 WARRANTY OF DATA (JAN 1997) ALTERNATE II (DEC 1991) (Notes 2 and 4 apply.)
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applicable if this Contract is for (i) parts identified as 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. Contractor shall provide notifications to PURCHASER and the ACO and PCO for the Prime Contract. Note 4 applies except for paragraph (d)(2) where Note 3 applies.)