

1. **GENERAL:** The terms and conditions herein are in addition to Aerojet General Provisions (GPs) for purchase orders, and are incorporated by reference into individual Requests for Quote (RFQs) and Purchase Orders ("Orders" or "Contracts") issued by Aerojet in support of Government prime contracts/subcontracts. The Federal Acquisition Regulations (FAR) and FAR Supplement clauses identified are those versions in effect as of the date of the Prime Contract identified in the Order, and are incorporated herein by reference with the same force and effect as if set forth in full text. Seller agrees to flow down, as required, all applicable clauses. Except as noted in the GPs, these terms and conditions shall be controlling over any conflicting terms and conditions set forth hereunder. If the Seller is not certain which, if any, FAR or agency-specific FAR supplement clause applies, the Seller's tier or the relevant source of funding, clarification shall be sought from the Aerojet Buyer before disregarding any clause below.

2. **COMMERCIAL ITEMS OR SERVICES:** Commercial supplies or services meeting the definition of "Commercial item" contained in the clause at FAR 52.202-1, Definitions, and for which a proper assertion is documented on the Aerojet form "Offeror's Assertion of Commerciality", Form SCM-AF302-1, are subject only to FAR 52.244-6, Subcontracts for Commercial Items and 252.244-7000, Subcontracts for Commercial Items and Commercial Components, if in furtherance of a Defense procurement. No other FAR provisions or clauses apply, unless specifically made applicable in a note below.

3. **DEFINITIONS:** Except as noted in individual clauses below, the following changes are made to FAR/FAR Supplement clauses to make the context of the referenced clause applicable to this Order.

Term	As Used in the Clause
Aerojet's Customer	Any entity, government or commercial, at any level in the contractual chain (including final end user) to which Aerojet supplies or services related in any way to the supplies or services covered by this RFQ or Order are provided.
Commercial Item	A commercial item or service as defined in FAR 2.101.
Contract, Schedule, Order or PO	This Order.
Contracting Officer	An authorized representative of Aerojet's Procurement department (e.g., Buyer).
Contractor or Offeror	Seller
Disputes Clause	The clause contained in Aerojet's General Provisions entitled "Disputes" or "Governing Law".
Government, United States and Equivalent Phrases	Aerojet
Prime Contract	The contract between the Government and its prime contractor.
Subcontractor	Any person with whom the Seller contracts in connection with the performance of this Order and their subcontractors at any tier.
Subcontract	Purchase orders and lower-tier subcontracts at any tier which Seller issues under this Order.

4. **NOTES:** The following notes apply to the clauses incorporated by reference below only when specified.

- Throughout the clause, substitute "Aerojet" for "Government" or "United States."
- Throughout the clause, substitute "Aerojet Buyer" for "Contracting Officer," "Administrative Contracting Officer" or "ACO."
- Throughout the clause, insert "and Aerojet" after "Government."
- Throughout the clause, insert "or Aerojet" after "Government."
- Throughout the clause, insert "and the Aerojet Buyer" after "Contracting Officer."
- Throughout the clause, insert "or the Aerojet Buyer" after "Contracting Officer."
- Communications/notifications required by the clause between Seller and the Contracting Officer shall be through Aerojet.

5. **AMENDMENTS REQUIRED BY PRIME CONTRACT:** Seller agrees that, upon the request of Aerojet, it will negotiate with Aerojet in good faith relative to changes to this Contract to incorporate additional provisions herein or to change provisions hereof, as may reasonably necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications of such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

6. **PRESERVATION OF THE GOVERNMENT'S RIGHTS:** If Aerojet furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Aerojet, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such items in support of other U.S. Government prime contracts.

**7. GOVERNMENT CLAUSES:**

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.203-5	Covenant Against Contingent Fees.	Applicable to Orders exceeding \$150,000. Note 1 applies to paragraph a.
52.203-6	Restrictions on Subcontractor Sales to the Government.	Applicable to Orders exceeding \$150,000. Alt 1 applies for Commercial Item purchases.
52.203-7	Anti-Kickback Procedures.	Applicable to Orders exceeding \$150,000. Paragraph (c)(1) does not apply. Paragraph (c)(4) is revised by deleting "The Contracting Officer may" and inserting "To the extent the Contracting Officer has effected an offset at the prime contract level or has directed Aerojet to withhold any sum from the Seller, Aerojet may".
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Applicable to Orders exceeding \$150,000.

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.203-13	Contractor Code of Business Ethics and Conduct.	The clause applies to this Contract if the value of this Contract exceeds \$5,000,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
52.203-14	Display of Hotline Poster(s).	The clause applies to this Contract if the value of this Contract exceeds \$5,000,000.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	Applicable if the Contract is funded under the Recovery Act.
52.204-2	Security Requirements	Applicable to Contracts that require access to classified information.
52.204-9	Personal Identity Verification of Contractor Personnel.	Applicable where the Seller will have physical access to a federally-controlled facility or access to a federal information system.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Applicable to Orders valued at \$25,000, when Seller is a first-tier Subcontractor. The required information shall be timely provided to the Aerojet Buyer.
52.211-5	Material Requirements.	Note 2 applies.
52.211-15	Defense Priority and Allocation Requirements.	Applicable if a DPAS Rating is identified in the Order.
52.215-10	Price Reduction for Defective Cost or Pricing Data.	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 Work and final payment under this Contract.
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications.	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 Work and final payment under this Contract.
52.215-12	Subcontractor Cost or Pricing Data.	The clause applies to this Contract if the value of this Contract equals or exceeds \$700,000, or any lesser amount identified in the Contract, unless otherwise exempt under FAR 15.403.
52.215-13	Subcontractor Cost or Pricing Data—Modifications.	The clause applies to this Contract if the value of this Contract equals or exceeds \$700,000, or any lesser amount identified in the Contract, unless otherwise exempt under FAR 15.403.
52.215-14	Integrity of Unit Prices.	Applicable to Orders exceeding \$150,000. Paragraph (b) does not apply.
52.215-15	Pension Adjustments and Asset Reversions.	Applicable to Orders that require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.
52.215-16	Facilities Capital Cost of Money.	Facilities capital cost of money will be an allowable cost under the contemplated Order, if the criteria in FAR 31.205-10(b) are met. The Offeror must propose facilities capital cost of money in its offer. If the Offeror does not propose this cost, the resulting Order includes FAR 52.215-17, in lieu of this clause.
52.215-17	Waiver of Facilities Capital Cost of Money.	Applicable only if this Contract is subject to the Cost Principles and FAR Subpart 31.2 and the Seller did not propose facilities capital cost of money in its offer.
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	Applicable to Orders that require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.
52.215-19	Notification of Ownership Changes.	Applicable to Orders that require submittal of cost or pricing data, or for which any pre-award or post-award cost determination will be subject to FAR Part 31.

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.219-8	Utilization of Small Business Concerns.	Applicable if the Contract offers further subcontracting opportunities. If the Contract (except subcontracts to small business concerns) exceeds \$650,000 the Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
52.219-9	Small Business Subcontracting Plan.	The clause applies to this Contract if the value of this Contract equals or exceeds \$650,000. Applicable if the Seller is not a small business. Note 2 is applicable to paragraph (c) only. The Contractor's subcontracting plan is incorporated herein by reference.
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation.	Applicable to Orders exceeding \$150,000, if the Work may require or involve the employment of laborers and mechanics. "Contracting Officer" means "Contracting Officer" in paragraph 2. Aerojet may withhold or recover from Seller any sums that Aerojet's customer withholds or recovers from Aerojet due to a violation of a provision of this clause by Seller or Seller's subcontractors.
52.222-20	Walsh-Healey Public Contracts Act.	Applicable to Orders involving manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds \$10,000.
52.222-21	Prohibition of Segregated Facilities.	
52.222-26	Equal Opportunity.	
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, & Other Eligible Veterans.	The clause applies to this Contract if the value of this Contract equals or exceeds \$150,000.
52.222-36	Affirmative Action for Workers with Disabilities.	Applicable to Orders exceeding \$10,000. Paragraph (b)(2) delete "provided by or through the Contracting Officer" and insert "provided upon request by the Contracting Officer through the Aerojet Buyer."
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, & Other Eligible Veterans.	The clause applies to this Contract if the value of this Contract equals or exceeds \$150,000.
52.222-41	Service Contract Act of 1965.	Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.
52.222-49	Service Contract Act—Place of Performance Unknown.	Note 2 applies.
52.222-50	Combating Trafficking in Persons.	Substitute "Aerojet Buyer" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. In paragraph (e) Note 3 applies, "insert "and Aerojet" after Government throughout this clause.
52.222-54	Employment Eligibility Verification	This clause is applicable to Purchase Orders (i) for construction or commercial Services (except commercial services that are part of a purchase of a COTS item or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,000; and (iii) includes work performed in the United States.
52.222-99	Notification of Employee Rights Under the National Labor Relations Act.	This clause is applicable to Purchase Orders that exceed \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.
52.223-6	Drug-Free Workplace.	
52.223-7	Notice of Radioactive Materials.	Applicable to Work containing covered radioactive material. In the blank, insert "30." Notes 1 and 2 apply.
52.223-11	Ozone-Depleting Substances.	Applicable if the Work was manufactured with or contains ozone-depleting substances.

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.223-14	Toxic Chemical Release Reporting.	The clause applies to this Contract if the value of this Contract equals or exceeds \$100,000, if supplier facilities are located in the U.S. Note 2 applies. Delete paragraph (e).
52.223-18	Contractor Policy to Ban Text Messaging While Driving	Applicable to Orders that exceed the micro-purchase threshold.
52.225-1	Buy American Act - Supplies	Applicable if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).
52.225-5	Trade Agreements.	Applicable if the Work contains other than U.S. made or designated country end products as specified in clause.
52.225-8	Duty-Free Entry.	Applicable to Orders for supplies identified in the Order as accorded "duty-free entry," or other foreign supplies in excess of \$10,000, to be imported into the customs territory of the U.S. In paragraph (b)(1), "20 days" is changed to "30 days." In paragraph (b)(2), "10 days" is changed to "2 days." "Government" means "Government" and "Contracting Officer" means "Contracting Officer" in paragraph (e). Note 2 applies.
52.225-13	Restrictions on Certain Foreign Purchases.	
52.225-14	Inconsistency Between English Version and Translation of Contract.	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	The clause applies to this Contract if the value of this Contract equals or exceeds \$150,000. Notes 2 and 4 apply.
52.227-9	Refund of Royalties.	Applicable when reported royalty exceeds \$250. Note 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.	Applicable to Orders involving access to classified information.
52.227-16	Additional Data Requirements.	
52.228-5	Insurance—Work on a Government Installation.	Applicable if this Contract involves Work performed on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amounts of insurance shall be as described in FAR 28.307-2.
52.230-2	Cost Accounting Standards.	Applicable to negotiated subcontracts in excess of \$650,000. When referenced in this Contract, full CAS coverage applies. "United States" means "United States or Aerojet." Delete paragraph (b) of the clause.
52.230-3	Disclosure and Consistency in Cost Accounting Practices.	Applicable to negotiated subcontracts in excess of \$650,000. When referenced in this Contract, full CAS coverage applies. "United States" means "United States or Aerojet." Delete paragraph (b) of the clause.
52.230-6	Administration of Cost Accounting Standards.	Applicable if FAR 52.230-2 or FAR 52.230-3 applies.
52.234-1	Industrial Resources Developed Under Defense Production Act Title III.	"Government" means "Government." Notes 1 and 2 apply.
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Applicable if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.
52.237-3	Continuity of Services.	Note 2 applies.
52.242-3	Penalties for Unallowable Costs.	Does not apply to FFP Orders.
52.244-6	Subcontracts for Commercial Items.	
52.245-1	Government Property.	"Contracting Officer" means "Aerojet" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Aerojet. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Aerojet" and except in paragraphs (d)(2) and (g) where the term includes Aerojet." The following is added as paragraph (n) "Seller shall provide to Aerojet immediate

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
		notice if the Government or other contractor (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."
52.247-63	Preference for U.S.-Flag Air Carriers.	Applicable to Orders involving international air transportation.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	
52.248-1	Value Engineering.	The clause applies to this Contract if the value of this Contract equals or exceeds \$100,000. 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.

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Applicable if the value of this Contract equals or exceeds \$150,000. In this clause, the terms "contract," "contractor," and "subcontract shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). Note 6 applies.
252.204-7000	Disclosure of Information	
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	In all RFQs and Orders for precious metals.
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.	
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	Applicable to Contracts in excess of \$150,000. Notes 1 and 2 apply.
252.211-7000	Acquisition Streamlining	Applicable to Orders exceeding \$1,000,000. "Government" means "Government". Notes 1 and 2 apply.
252.215-7000	Pricing Adjustments	Applicable if FAR 52.215-12 or 52.215-13 applies to the Contract.
252.215-7002	Cost Estimating System Requirements	The clause applies if cost or pricing data is required.
252.215-7004	Excessive Pass-Through Charges	Applicable unless this Contract is a fixed price contract, including fixed-price subcontract with economic price adjustment, awarded on the basis of adequate price competition. Note 6 applies. In paragraph (e), Note 5 applies. If the Contracting Officer determines excessive pass-through charges are included in Seller's prices, Aerojet shall make an adjustment in this Contract to exclude such charges.
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	Applicable if FAR 52.219-9 applies to this Contract. Delete paragraph (g).
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Applicable if Contract value exceeds \$1,000,000.
252.223-7001	Hazard Warning Labels	Applicable if this Contract requires the delivery of hazardous materials.
252.223-7002	Safety Precautions for Ammunition and Explosives	Applicable only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and Aerojet Buyer." Delete in (g)(1)(ii) "substituting its name for reference to the Government."
252.223-7003	Change in Place of Performance-Ammunition and Explosives	Applicable if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply. Seller must identify in proposals the place of performance.

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	Applicable if this Contract is for the development, production, manufacture or purchase of arms, ammunition, and explosives or when arms, ammunition and explosives will be provided to Seller as Government Furnished Property.
252.225-7001	Buy American Act and Balance of Payments Program	Applicable if the Work contains other than domestic components. Applicable in lieu of FAR 52.225-1. "Government" means "Government".
252.225-7004	Reporting of Intended Performance Outside the United States--Submission After Award	This clause applies to first tier subcontracts over \$1,500,000, except subcontracts for commercial items, construction, ores, natural gas, utilities, petroleum products and crudes, timber (logs) or subsistence.
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside of the United States	This clause applies to first tier subcontracts over \$550,000, except subcontracts for commercial items, construction, ores, natural gas, utilities, petroleum products and crudes, timber (logs) or subsistence. Paragraph (f) is deleted.
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	Applicable if Seller is supplying items on the U.S. Munitions List.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applicable if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.
252.225-7018	Notice of Prohibition of Certain Contracts with Foreign Entities for the Conduct of Ballistic Missile Defense Research, Development, Test, and Evaluation	
225.225-7021	Trade Agreements	Applicable if the Work contains other than US-made, qualifying country, or designed country end products. Applicable in lieu of FAR 52.225-5.
252.225-7022	Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber	
252.225-7025	Restriction on Acquisition of Forgings	
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	
252.225-7033	Waiver of United Kingdom Levies	Applicable if the Contract is with a United Kingdom firm. Note 2 applies. Note 3 applies to (c)(3).
252.225-7043	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States	Applicable where Seller will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applicable if this Contract is for more than \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "Aerojet." Aerojet shall have no liability to Seller for any incentive payment under the clause unless and until the Government provides said incentive payment to Aerojet.
252.227-7013	Rights in Technical Data--Non-Commercial Items	
252.227-7014	Rights in Non-Commercial Computers Software and Non-Commercial Computer Software Documentation	Applicable in lieu of FAR 52.227-14.
252.227-7015	Technical Data--Commercial Items	Applicable to Commercial Item purchases.
252.227-7016	Rights in Bid or Proposal Information	
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	
252.227-7019	Validation of Asserted Restrictions--Computer Software	
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	For paragraph (c)(1), Note 3 applies
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Note 1 applies.
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Note 1 applies.

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 apply.
252.227-7030	Technical Data--Withholding of Payment	Notes 1 and 2 apply to (a). Note 4 apply to (b).
252.227-7037	Validation of Restrictive Marks on Technical Data	
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	Applicable if (1) Contractor is not a small business or nonprofit organization subject to FAR 52.227-11, and (2) the contract is for experimental, developmental or research work.
252.227-7039	Patents--Reporting of Subject Inventions	
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles	In paragraph (a), Note 6 applies. In paragraph (b), note 3 applies.
252.231-7000	Supplemental Cost Principals	
252.235-7003	Frequency Authorization	Applicable to Orders involving development, production, construction, testing or operation of a device for which a radio frequency authorization is required. Note 2 applies.
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	
252.243-7001	Pricing of Contract Modifications	Applicable to Orders \$150,000 or more.
252.243-7002	Requests for Equitable Adjustment	This clause is applicable to Contracts estimated to exceed the simplified acquisition threshold.
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	
252.245-7001	Reports Of Government Property	"Government" means "Government", except "cognizant Government property administrator" means "Buyer".
252.246-7003	Notification of Potential Safety Issues	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 Aerojet and the contracting officer identified to Contractor.
252.247-7023	Transportation of Supplies by Sea	Orders \$150,000 or less, only paragraphs (a) through (e) of this clause and this paragraph (h) apply. The entire clause applies to Orders exceeding \$150,000. "Prime contract" in paragraph (a) (5) is changed to "this Order". Paragraph (c) is changed to read "Seller and its subcontractors may request that Aerojet obtain Government authorization for shipment....". "45 days" is changed to "60 days" in paragraph (d) and "30 days" to "25 days" in paragraph (e).
252.247-7024	Notification of Transportation of Supplies by Sea	Applicable if the Contract meets the criteria set forth in paragraph (b)(2)(ii) of the clause. Notes 1 and 2 apply.
252.249-7002	Notification of Anticipated Contract Terminations or Reductions	Applicable if the Contract values equals or exceeds \$550,000. Note 2 apply. Delete paragraph (d) (1) and the first five words of paragraph (d)(2).
<b>The following FAR Clauses are modified as shown below.</b>		
52.219-8	Utilization of Small Business Concerns	The version of the clause in DoD Class Deviation 2009-O0009 applies in lieu of the standard FAR version of the clause.
52.245-1	Government Property	The version of the clause in DoD Class Deviation 200-D0012 applies in lieu of the standard FAR version of the clause.
Clause No.	NASA FAR Supplement (NFS) Clause Title	Applicability

Clause No.	NASA FAR Supplement (NFS) Clause Title	Applicability
1852.204-76	Security Requirement for Unclassified Information Technology Resources	Applicable if this Contract involves information technology resources or services in which Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. Note 6 applies. In paragraph (f), NASA means "Aerojet and NASA." The blank in paragraph (c) is completed with "sixty (60) days."
1852.208-81	Restrictions on Printing and Duplicating	This clause applies only if printing or duplicating exceeds the limits defined in paragraph (c) of the clause. Note 2 applies.
1852.211-70	Packaging, Handling, and Transportation	Applicable for items that will become components of deliverable Class I, II or III items. Note 2 applies.
1852.219-74	Use of Rural Area Small Businesses	
1852.219-75	Small Business Subcontracting Reporting	Applicable if FAR 52.219-9 applies to this Contract.
1852.219-76	NASA 8 Percent Goal	
1852.223-70	Safety and Health	Applicable when any of the conditions in NASA FAR Supplement 1823.7001(a) exist. Note 2 applies to paragraphs (c), (d), (e), (f) and (h). Add "and Aerojet Buyer" after "Contracting Officer in paragraph (i). Note 4 applies to paragraph (g)(1).
1852.223-71	Frequency Authorization	Applicable if the Contract requires the development, production, test or operation of a device for which a radio frequency is required. Note 2 applies.
1852.223-72	Safety and Health (Short Form)	Applicable to Orders exceeding \$3,000, if NFS 1852.223-70 does not apply. Notes 1 and 2 apply.
1852.223-74	Drug and Alcohol-Free Workforce	Applicable if Work is performed by an employee in a sensitive position as defined in the clause.
1852.227-11	Patent Rights-Retention by the Contractor (Short Form)	Applicable if this Contract includes, at any tier, experimental, developmental, or research Work and Seller is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Aerojet Buyer. "Contracting Officer" means "Contracting Officer". "Government" means "Government".
1852.227-14	Rights in Data - General	Modifies FAR 52.227-14. Note 6 applies.
1852.227-70	New Technology	Applicable to Orders to other than small business firms or nonprofit organizations for the performance of experimental, developmental or research work. Note 6 applies. "Contracting Officer" means "Contracting Officer". "Government" means "Government".
1852.227-71	Requests for Waiver of Rights to Inventions	Applicable whenever NASA FAR Supplement 1852.227-70 applies to this contract. Seller's petitions to the Contracting Officer will be made through Aerojet.
1852.227-86	Commercial Computer Software--Licensing	Applicable for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.229-19. Note 5 applies.
1852.228-72	Cross-Waiver of Liability for Space Shuttle Services	Applicable if the Work is performed in support of "Protected Space Operations" (applicable to the Space Shuttle) as that term is defined in the clause.
1852.228-76	Cross-Waiver of Liability for Space Station Activities	Applicable if the Work is performed in support of "Protected Space Operations" (applicable to the Space Station) as that term is defined in the clause.
1852.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle Launches	Applicable if the Work is performed in support of agreements described in NASA FAR Supplement 1828.371(a), involving ELV launch services.
1852.231-71	Determination of Compensation Reasonableness	Applicable if Contract is a (1) service contract, and (2) cost reimbursable or non-competitive fixed price in excess of \$500,000.
1852.237-71	Pension Portability	Applicable if this Contract is for services and meets the conditions of paragraph (b) of the clause.
1852.237-72	Access to Sensitive Information	

Clause No.	NASA FAR Supplement (NFS) Clause Title	Applicability
1852.237-73	Release of Sensitive Information	
1852.242-71	Travel Outside of the United States	Applicable if the Contract requires travel to locations outside of the U.S. that will be charged direct to the Contract. Substitute "45 days" for "30 days" in the clause. Note 2 applies.
1852.242-72	Observance of Legal Holidays	Applicable if Work will be performed at a NASA installation.
1852.242-73	NASA Contractor Financial Management Reporting	Note 2 applies.
1852.244-70	Geographic Participation in the Aerospace Program	Applicable to Contracts of \$100,000 or more
1852.245-72	Liability for Government Property Furnished for Repair or Other Services	Note 2 applies. Note 3 applies only to the first two times "Government" appears in paragraph (e).
1852.245-73	Financial Reporting of NASA Property in the Custody of contractors	Applicable if the Seller will possess NASA property during the performance of the Contract. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to Aerojet no later than October 10th. Notes 2 and 4 apply to paragraph (c).
1852.246-70	Mission Critical Space Systems Personnel Reliability Program	Applicable where Seller employees will hold positions designed as critical in accordance with 14 CFR 1214.5.
1852.246-73	Human Space Flight Item	Applicable if this Contract is for human space flight hardware or flight related equipment.
1852.247-71	Protection of the Florida Manatee	Applicable if Contractor is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways, as defined in the clause.

Clause No.	Department of Energy FAR Supplement Clause Title	Applicability
952.203-70	Whistleblower Protection for Contractor Employees.	
952.204-2	Security	Applicable if the Contract involves classified information. Replaces FAR 52.204-2
952.204-70	Classification/Declassification	Applicable if the Contract involves classified information.
952.204-71	Sensitive Foreign Nations Controls	Applicable if this Contract is for unclassified research which may involve making information about nuclear technology available to certain sensitive foreign nations as indicated in DOE Order 1240.2. Notes 1 and 2 apply. In paragraph (a), substitute "40 days" or "60 days" in the second sentence.
952.204-73	Facility Access	Applicable to Contracts which require the use of Standard Form 328, Certificate Pertaining to Foreign Interests.
952.204-77	Computer Security	Applies if Seller will have access to computers owned, leased or operated on behalf of the DOE.
952.208-70	Printing	Note 2 applies.
952.209-72	Organizational Conflicts of Interest	Includes Alt 1. Applicable if this Contract is for advisory and assistance services. In paragraphs (c)(1), delete "The Department" and substitute in lieu of "Aerojet." In paragraph ((c)(2), delete "DOE" and substitute in lieu of "Aerojet." The required disclosure shall be provided to the Aerojet Buyer. Note 2 applies. Note 3 applies in paragraph (f). Note 4 applies to paragraphs (c),(d) & (e)
952.226-74	Displaced Employee Hiring Preference	Applicable to Contracts of \$500,000 value or greater.
952.227-11	Patent Rights--Retention By The Contractor (Short Form)	Applicable if the Contract includes, at any tier, experimental, developmental or research work to be performed by a small business firm or domestic non-profit organization. This clause replaces FAR 52.227-11.
952.227-13	Patent Rights--Acquisition by the Government	This clause replaces FAR 52.227-12. Applicable if this Contract is for experimental, developmental or research work.
952.227-14	Rights in Data-General	This clause supplements FAR 52.227-14.
952.227-82	Rights to Proposal Data	This clause replaces FAR 52.227-23.

Clause No.	Department of Energy FAR Supplement Clause Title	Applicability
952.250-70	Nuclear Hazards Indemnity Agreement	Applicable if this Contract involves the risk of public liability, as defined by the Atomic Energy Act and described in paragraph (d)(2). This clause is not applicable if the Contractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements or NRC agreements of indemnification.