

1. GENERAL: The terms and conditions herein are in addition to Aerojet Rocketdyne (AR) 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 Rocketdyne 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 Contract, 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 Rocketdyne 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 Rocketdyne 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 AND SUBSTITUTIONS: The following definitions and substitutions shall apply throughout these Supplemental Government Terms and Conditions, unless an exception is noted in any specific clause and the applicability text associated with it below.

Term	As Used in the Clause
Aerojet Rocketdyne's Customer	Any entity, government or commercial, at any level in the contractual chain (including final end user) to which Aerojet Rocketdyne supplies or services related in any way to the supplies or services covered by this RFQ or Contract are provided.
Commercial Item	A commercial item or service as defined in FAR 2.101.
Commercial Off-the-Shelf (COTS)	A COTS item as defined in FAR 2.101.
Contract, Schedule, Order or PO	Substitute this Contract.
Contracting Officer or Administrative Contracting Officer (ACO)	Substitute the Aerojet Rocketdyne Buyer.
Contractor or Offeror	Substitute Seller throughout.
Disputes Clause	The clause contained in Aerojet Rocketdyne's General Provisions entitled “Disputes” or “Governing Law”.
Government, United States and Equivalent Phrases	Substitute Aerojet Rocketdyne.
Prime Contract	The contract between the Government and its prime contractor.
Prime Contractor	As used in this document, Aerojet Rocketdyne is the recipient of a prime contract from the Government.
Subcontractor	Any person with whom the Seller contracts in connection with the performance of this Contract and their subcontractors at any tier.
Subcontract	Purchase Orders and lower-tier subcontracts at any tier which Seller issues under this Contract.

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

1. Do not substitute "Aerojet Rocketdyne" for "Government" or "United States."
2. Do not substitute "Aerojet Rocketdyne Buyer" for "Contracting Officer," "Administrative Contracting Officer" or "ACO."
3. Insert "and Aerojet Rocketdyne" after "Government", "United States" or equivalent phrases.
4. Insert "or Aerojet Rocketdyne" after "Government", "United States" or equivalent phrases.
5. Insert "and the Aerojet Rocketdyne Buyer" after "Contracting Officer."
6. Insert "or the Aerojet Rocketdyne Buyer" after "Contracting Officer."
7. Communications/notifications required by the clause between Seller and the Contracting Officer shall be through Aerojet Rocketdyne.

5. AMENDMENTS REQUIRED BY PRIME CONTRACT: Seller agrees that, upon the request of Aerojet Rocketdyne, it will negotiate with Aerojet Rocketdyne 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 Rocketdyne 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



Supplemental Government Terms and Conditions (continued)

herein shall be construed to mean that Aerojet Rocketdyne, 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. **APPLICABILITY:** The FAR, DFARS, NASA, and Department of Energy FAR Supplement clauses cited in the tables below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR or FAR Supplement clause shall be the same version as that which appears in Buyer's prime contract, or higher-tier subcontract under which this Agreement is a subcontract. If any of the clauses are not applicable by their terms they shall be self-deleting. Whenever said clauses include a requirement for the resolution of disputes between the parties in accordance with the "Disputes" clause herein, the dispute shall be disposed of in accordance with the clause entitled "Disputes" herein.

8. GOVERNMENT CLAUSES:

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.203-5	Covenant Against Contingent Fees	Applicable to Contracts exceeding the simplified acquisition threshold, excluding "Commercial Items".
52.203-6	Restrictions on Subcontractor Sales to the Government	Applicable to Contracts exceeding the simplified acquisition threshold. Alt. 1 applies for Commercial Item purchases. Note 1 applies.
52.203-7	Anti-Kickback Procedures	Applicable to Contracts exceeding the simplified acquisition threshold, excluding "Commercial Items". Paragraph (c)(1) does not apply. Seller shall provide any required notifications to the Aerojet Rocketdyne buyer in addition to the named government officials. 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 Rocketdyne to withhold any sum from the Seller, Aerojet Rocketdyne may". Paragraph (c)(4) is further revised to replace "Prime Contract" with "Contract". In paragraph (c)(4), Prime Contractor" shall mean "Seller".
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Applicable to Contracts exceeding the simplified acquisition threshold. Note 1 applies.
52.203-13	Contractor Code of Business Ethics and Conduct	The clause applies to this Contract if the value of this Contract exceeds \$5,500,000 and the period of performance is more than 120 days. Note 1 applies. 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 \$5,500,000, excluding Contracts for commercial items or performed entirely outside the United States.
52.203-16	Preventing Personal Conflicts of Interest	Applicable to Contracts over the simplified acquisition threshold and the Work involves Seller employees that perform acquisition functions closely associated with inherently governmental functions. Note 1 applies.
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Applicable to Contracts over the simplified acquisition threshold.
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation	Note 1 applies.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Note 1 applies.
52.204-2	Security Requirements	Applicable to Contracts that require access to classified information, excluding any reference to the Changes clause of the Contract. Note 1 applies.



Supplemental Government Terms and Conditions (continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
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. Note 1 applies.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applicable to Contracts valued at \$30,000, when Seller is a first-tier Subcontractor. The required information shall be provided timely to the Aerojet Rocketdyne Buyer. Contracts prior to 2015 have \$25K threshold. Note 1 applies.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Applicable to all subcontracts at all tiers. Note 1 applies.
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Applicable to Contracts exceeding \$35,000 for non-COTS items. Note 1 applies.
52.211-5	Material Requirements	Note 1 applies.
52.211-15	Defense Priority and Allocation Requirements	Applicable if a DPAS Rating is identified in the Contract.
52.215-2	Audit and Records — Negotiation	Applicable to Contracts over the simplified acquisition threshold and that are cost reimbursement, incentive, time-and-material, labor-hour or price-redeterminable type or any combination thereof, for which certified cost or pricing data are required; or that require Seller to furnish reports per paragraph (e). Note 1 applies.
52.215-10	Price Reduction for Defective Cost or Pricing Data	Applicable if submission of cost or pricing data is required. Do not substitute the Aerojet Rocketdyne Buyer for 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. Do not substitute the Aerojet Rocketdyne Buyer for 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 if this Contract exceeds the threshold under FAR 15.403 or any lesser amount identified in the Contract and is not otherwise exempt.
52.215-13	Subcontractor Cost or Pricing Data — Modifications	The clause applies if this Contract exceeds the threshold under FAR 15.403 or any lesser amount identified in the Contract and is not otherwise exempt.
52.215-14	Integrity of Unit Prices	Applicable to Contracts exceeding the simplified acquisition threshold. Paragraph (b) does not apply.
52.215-15	Pension Adjustments and Asset Reversions	Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 1 applies. Communication/notification required under this clause from Seller or to the Contracting Officer shall be through Aerojet Rocketdyne.
52.215-16	Facilities Capital Cost of Money	Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer. If the Offeror does not propose this cost, the resulting Contract 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.



Supplemental Government Terms and Conditions (continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions	Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Communication/ notification required under this clause from Seller to the Contracting Officer shall be through Aerojet Rocketdyne.
52.215-19	Notification of Ownership Changes	Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 2 applies. Communication/ notification required under this clause from Seller to the Contracting Officer shall be through Aerojet Rocketdyne.
52.219-8	Utilization of Small Business Participants	Applicable if the Contract exceeds the simplified acquisition threshold or if the Contract will offer subcontracting opportunities pursuant to FAR 52.219-9(d)(9). This clause does not apply if the Work is performed entirely outside of the United States.
52.219-9	Small Business Subcontracting Plan	The clause applies to this Contract if the value of this Contract equals or exceeds \$700,000 (or a lower amount as determined by the customer contract), except the clause does not apply if Seller is a small business concern. In paragraphs (a) through (c) and (g), Notes 1 and 2 apply. The Contractor's subcontracting plan is incorporated herein by reference. Communication/ notification required under this clause from Seller to the Contracting Officer shall be through Aerojet Rocketdyne.
52.222-4	Contract Work Hours and Safety Standards Act — Overtime Compensation	Applicable to Contracts in accordance with FAR 22.305. Aerojet Rocketdyne may withhold or recover from Seller any sums that Aerojet Rocketdyne's customer withholds or recovers from Aerojet Rocketdyne due to a violation of a provision of this clause by Seller or Seller's subcontractors. Communication/ notification required under this clause from Seller to the Contracting Officer shall be through Aerojet Rocketdyne.
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	Applicable to Contracts involving manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds \$15,000.
52.222-21	Prohibition of Segregated Facilities	If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.
52.222-26	Equal Opportunity	In paragraph (c), subparagraphs (9), (10) and (12), Note 1 applies. If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.
52.222-35	Equal Opportunity for Veterans	The clause applies to this Contract if the value of this Contract equals or exceeds \$150,000. If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.
52.222-36	Equal Opportunity for Workers with Disabilities	Applicable to Contracts exceeding \$15,000. If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.



Supplemental Government Terms and Conditions (continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.222-37	Employment Reports on Veterans	Applicable if the value of this Contract equals or exceeds \$150,000. If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Applicable to Contracts that exceed \$10,000. If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract. In paragraph (f)(4), Note 1 applies.
52.222-41	Service Contract Labor Standards	Applies if this Contract is for services 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. If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.
52.222-49	Service Contract Labor Standards — Place of Performance Unknown	Note 2 applies.
52.222-50	Combating Trafficking in Persons	Note 1 and Note 3 apply throughout this clause.
52.222-54	Employment Eligibility Verification	This clause is applicable to Contracts (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 \$3,500; and (iii) includes work performed in the United States.
52.222-62	Paid Sick Leave Under Executive Order 13706	This clause applies to solicitations and contracts that include FAR 52.222-6 or 52.222-41. Notes 1 and 2 apply except in paragraph (e).
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."
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Applicable if the Work was manufactured with or contains ozone-depleting substances.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Applicable to Contracts that exceed the micro-purchase threshold. Note 4 applies.
52.225-1	Buy American — Supplies	Applicable if the Work contains other than domestic components. The list of foreign articles may be obtained from the AR Buyer.
52.225-8	Duty-Free Entry	Applicable to Contracts for supplies identified in the Contract as accorded "duty-free entry," or other foreign supplies in excess of \$15,000, to be imported into the customs territory of the U.S. In paragraph (c)(1), "20 days" is changed to "30 days." In paragraph (c)(2), "10 days" is changed to "2 days." "Government" means "Government" and "Contracting Officer" means "Contracting Officer" in paragraphs (d)(2), (e), (f) and (h).
52.225-13	Restrictions on Certain Foreign Purchases	Note 1 applies.
52.225-14	Inconsistency Between English Version and Translation of Contract	



Supplemental Government Terms and Conditions (continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
52.227-1	Authorization and Consent	Applies only if the Prime Contract contains this clause.
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 the simplified acquisition threshold. In paragraph (b), Notes 4 applies except to the last two times.
52.227-9	Refund of Royalties	Applicable when reported royalty exceeds \$250. Note 1 applies the first two times "Government" appears in paragraph (d).
52.227-10	Filing of Patent Applications — Classified Subject Matter	Applicable to Contracts involving access to classified information. Note 1 applies, except in that Seller shall provide to the AR Buyer a copy of any communication sent to the Government.
52.228-5	Insurance — Work on a Government Installation	Applicable to fixed price Contracts that exceed the simplified acquisition threshold and involve Work performed on a Government installation. Note 1 applies. Note 4 applies to paragraph (b).
52.230-2	Cost Accounting Standards	Applicable to negotiated subcontracts in excess of \$750,000 (or lesser amount as determined by the Contract) when referenced in this Contract that full CAS coverage applies. Notes 1, 2 and 4 apply. Delete paragraph (b) of the clause.
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Applicable to negotiated subcontracts in excess of \$750,000 (or lesser amount as determined by the Contract) when referenced in this Contract that modified CAS coverage applies. Notes 1, 2 and 4 apply. Delete paragraph (b) of the clause.
52.230-4	Disclosure and Consistency of Cost Accounting Practices — Foreign Concerns	Applicable to negotiated subcontracts in excess of \$750,000 (or lesser amount as determined by the Contract) where the prime contract is with a foreign concern and when referenced in this Contract that CAS coverage applies. Notes 1, 2 and 4 apply. Delete paragraph (b) of the clause.
52.230-5	Disclosure and Consistency of Cost Accounting Practices — Educational Institution	Applicable to negotiated subcontracts in excess of \$750,000 (or lesser amount as determined by the Contract) where the prime contract is with an educational institution and when referenced in this Contract that CAS coverage applies. Notes 1, 2 and 4 apply. Delete paragraph (b) of the clause.
52.230-6	Administration of Cost Accounting Standards	Applicable if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies. Notes 1 and 2 apply.
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Applicable if Work is performed on a Government installation. Note 1 applies.
52.237-3	Continuity of Services	
52.242-3	Penalties for Unallowable Costs	Applies to Contracts over the threshold for certified cost or pricing data except fixed-price contracts without cost incentives or any firm fixed-price (FFP) contract for "commercial items". In paragraphs (d), (e) and (g), Notes 2 and 6 apply.
52.244-6	Subcontracts for Commercial Items	Applies to subcontracts for "commercial items" per FAR 2.101. Note 2 applies.
52.245-1	Government Property	"Contracting Officer" means "Aerojet Rocketdyne" 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 Rocketdyne. "Government" is unchanged in the phrases "Government property" and



Supplemental Government Terms and Conditions (continued)

Clause No.	Federal Acquisition Regulation (FAR) Clause Title	Applicability
		"Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Aerojet Rocketdyne" and except in paragraphs (d)(2) and (g) where the term includes Aerojet Rocketdyne." The following is added as paragraph (n) "Seller shall provide to Aerojet Rocketdyne immediate 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 Contracts involving international air transportation.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	
52.248-1	Value Engineering	Applicable if this Contract equals or exceeds \$150,000 or the clause is included in the Contract. In paragraph (m), any disclosure to AR may also be provided to the AR Customer and/or Government.

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 AR is the prime contractor and the value of this Contract r exceeds the simplified acquisition threshold but excludes "commercial items". In this clause, the terms "contract, "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d).
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Applies to all subcontracts at all tiers.
252.203-7003	Agency Office of the Inspector General	This clause applies without any substitutions.
252.203-7004	Display of Fraud Hotline Poster(s)	Contracts exceeding \$5,500,000, excluding "commercial items".
252.203-7005	Representation Relating to Compensation of Former DOD Officials	
252.204-7000	Disclosure of Information	Applies to all subcontracts at all tiers.
252.204-7012	Safeguarding of unclassified controlled technical information	Applies to all subcontracts at all tiers.
252.204-7015	Notice Of Authorized Disclosure Of Information To Litigation Support	Applies to all subcontracts at all tiers.
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	Applies to all RFQs and Contracts that exceed the simplified acquisition threshold for precious metals.
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	Applicable to Contracts that exceed the simplified acquisition threshold. Notes 1 and 7 apply.
252.211-7007	Reporting of Government-Furnished Property	Applies to all subcontracts at all tiers.
252.215-7000	Pricing Adjustments	Applicable if FAR 52.215.11, 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.
252.215-7009	Proposal Adequacy Checklist	Proposals over that require submission of certified cost or pricing.
252.223-7001	Hazard Warning Labels	Applicable if this Contract requires the delivery of hazardous materials.



Supplemental Government Terms and Conditions (continued)

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
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. In paragraph (b)(2), AR and the Government are permitted access. In paragraph (c) Note 5 applies except to subparagraph (4). In paragraph (d), Note 5 applies. In paragraph (e)(1), Note 4 applies. In paragraph (f), Note 4 applies. In paragraph (g)(1)(i), Note 4 applies. Paragraph (g)(1)(i) shall have no substitutions made and remains as stated in DFARS. Paragraph (g)(2) shall be replaced in its entirety and read as follows: "Seller agrees to ensure that its subcontractors comply with all Contract safety requirements. Seller will determine the best method for verifying the adequacy of its subcontractor's compliance." Paragraph (g)(3) shall be replaced in its entirety and read as follows: "Seller shall ensure that its subcontractor understands and agrees to the Government's and Aerojet Rocketdyne's right to access to the subcontractor's facility, personnel, and safety program documentation to perform safety surveys."
252.223-7003	Change in Place of Performance — Ammunition and Explosives	Applicable if DFARS 252.223-7002 applies to this Contract. Seller must identify in proposals the place of performance. In paragraph (b), Note 5 applies. In paragraph (b), second sentence, Note 4 also applies. In paragraph (c), Note 5 applies.
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.
252.223-7008	Prohibition of Hexavalent Chromium	Applies to all subcontracts at all tiers.
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".
252.225-7003	Reporting of Intended Performance Outside the United States and Canada-Submission Before Award	Seller shall provide a completed DD Form 2139 (or equivalent information) with their proposal if the work will be performed outside the U.S. but could have been performed in the U.S. and the value of the subcontract is expected to exceed \$700,000 and Aerojet Rocketdyne is a prime contractor to the Government.
252.225-7004	Reporting of Intended Performance Outside the United States — Submission After Award	This clause applies to first tier subcontracts over \$13,500,000, except subcontracts for commercial items, construction, ores, natural gas, utilities, petroleum products and crudes, timber (logs) or subsistence.
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.
252.225-7013	Duty-Free Entry	Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this Contract. If this information is not available, contact Aerojet Rocketdyne's Procurement Representative.)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Applies if Work supplied under this Contract contains ball or roller bearings.



Supplemental Government Terms and Conditions (continued)

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
225.225-7021	Trade Agreements	Applicable if the Work contains other than US-made, qualifying country, or designated country end products. Applicable in lieu of FAR 52.225-5.
252.225-7025	Restriction on Acquisition of Forgings	
252.225-7033	Waiver of United Kingdom Levies	Applicable if the Contract is with a United Kingdom firm and the value of the Contract will exceed \$1 Million.
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	
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.
252.225-7048	Export-Controlled Items	
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. Aerojet Rocketdyne shall have no liability to Seller for any incentive payment under the clause unless and until the Government provides said incentive payment to Aerojet Rocketdyne.
252.227-7013	Rights in Technical Data — Non-Commercial Items	This clause shall have no substitutions of parties. Applies to all subcontracts at all tiers if technical data is delivered.
252.227-7014	Rights in Non-Commercial Computers Software and Non-Commercial Computer Software Documentation	This clause shall have no substitutions of parties. Applicable in lieu of FAR 52.227-14 if computer software is delivered.
252.227-7015	Technical Data — Commercial Items	Applicable to Commercial Item purchases if technical data is delivered.
252.227-7016	Rights in Bid or Proposal Information	Applies to all subcontracts at all tiers.
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	
252.227-7018	Rights in Noncommercial Technical Data and Computer Software — Small Business Innovation Research (SBIR) Program	This clause shall have no substitutions of parties.
252.227-7019	Validation of Asserted Restrictions — Computer Software	This clause shall have no substitutions of parties.
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	
252.227-7027	Deferred Ordering of Technical Data or Computer Software	
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 applies.
252.227-7030	Technical Data — Withholding of Payment	Notes 2 applies to (a). Note 4 applies to (b).
252.227-7037	Validation of Restrictive Marks on Technical Data	Applies to all subcontracts at all tiers.
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 Contract involving development, production, construction, testing or operation of a device for which a radio frequency authorization is required.
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	



Supplemental Government Terms and Conditions (continued)

Clause No.	Department of Defense (DoD) FAR Supplement (DFARS) Clause Title	Applicability
252.239-7018	Supply Chain Risk	
252.242-7005	Contractor Business Systems	
252.242-7006	Accounting System Administration	
252.243-7001	Pricing of Contract Modifications	
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	
252.245-7001	Tagging, Labeling, and Marking Of Government-Furnished Property	
252.245-7002	Reporting Loss of Government Property	
252.245-7003	Contractor Property Management System Administration	
252.245-7004	Reporting, Reutilization, and Disposal	
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 Rocketdyne and the ACO and PCO identified to Contractor.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	
252.247-7023	Transportation of Supplies by Sea	Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. For Contracts of \$150,000 or less, only paragraphs (a) through (e) of this clause and this paragraph (h) apply. For Contracts exceeding \$150,000, the entire clause applies. Paragraph (c) is changed to read "Seller and its subcontractors may request that Aerojet Rocketdyne obtain Government authorization for shipment....". In paragraph (d), "45 days" is changed to "60 days". In paragraph (e), change "30 days" to "25 days"..
252.247-7024	Notification of Transportation of Supplies by Sea	
252.249-7002	Notification of Anticipated Contract Terminations or Reduction	Applicable if the Contract values equals or exceeds \$700,000, where Aerojet Rocketdyne is a prime contractor to the Government or \$150,000 where Aerojet Rocketdyne is a subcontractor to the Government.

Clause No.	NASA FAR Supplement (NFS) Clause Title	Applicability
1852.203-71	Requirement to Inform Employees of Whistleblower Rights	
1852.204-76	Security Requirement for Unclassified Information Technology Resources	Note 6 applies. In paragraph (f), NASA means "Aerojet Rocketdyne and NASA."
1852.208-81	Restrictions on Printing and Duplicating	
1852.211-70	Packaging, Handling, and Transportation	
1852.219-75	Individual Subcontracting Reports	Applicable if FAR 52.219-9 applies to this Contract.
1852.223-70	Safety and Health Measures and Mishap Reporting	Applies if the contract exceeds \$150,000 and if the work will be conducted completely or partly on premises owned or controlled by the Government. . Note 5 applies.
1852.223-71	Authorization for Radio Frequency Use	Applicable if the Contract requires the development, production, test or operation of a device for which a radio frequency is required.
1852.223-72	Safety and Health (Short Form)	Applicable to Contracts that exceed the simplified acquisition threshold, if NFS 1852.223-73 or FAR 52.236-15, Alt.1 does not apply.



Supplemental Government Terms and Conditions (continued)

Clause No.	NASA FAR Supplement (NFS) Clause Title	Applicability
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, excluding Contracts for "commercial items".
1852.227-11	Patent Rights — Ownership By the Contractor	Applies if FAR 52.227-11 applies. 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 Rocketdyne Buyer. "Contracting Officer" means "Contracting Officer". "Government" means "Government".
1852.227-14	Rights in Data — General	Applies if FAR 52.227-14 applies. Note 6 applies.
1852.227-19	Commercial Computer Software -- Restricted Rights	Applies if FAR 52.227-19 applies.
1852.227-70	New Technology — Other than a Small Business Firm or Nonprofit Organization	Applicable to Contracts 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 Rocketdyne.
1852.227-86	Commercial Computer Software License	Applicable for the purchase of existing computer software in accordance with FAR 27.405-3. Replaces FAR 52.227-19 when it is considered appropriate. "Contracting Officer" means "Contracting Officer" and "Government" means "Government".
1852.227-88	Government-Furnished Computer Software and Related Technical Data	
1852.228-76	Cross-Waiver of Liability for International Space Station Activities	Applicable if the Contract exceeds the simplified acquisition threshold.
1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station	Applicable if the Contract exceeds the simplified acquisition threshold.
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 the threshold for certified cost or pricing data.
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	
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.
1852.242-72	Denied Access to NASA Facilities	Applicable if Work will be performed at a NASA installation.
1852.242-73	NASA Contractor Financial Management Reporting	
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 3 applies except to the first time "Government" appears in paragraph (b).
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. Required reports shall be submitted to Aerojet Rocketdyne no later than October 10th. Note 4 applies to (c)(4).
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.



Supplemental Government Terms and Conditions (continued)

Clause No.	NASA FAR Supplement (NFS) Clause Title	Applicability
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
Throughout this section, the terms Government, the Department, the Department of Energy and DOE shall have the same meaning.		
952.203-70	Whistleblower Protection for Contractor Employees	
952.204-2	Security	Applicable if the Contract involves classified information.
952.204-70	Classification/Declassification	Applicable if the Contract involves classified information.
952.204-71	Sensitive Foreign Nations Controls	Applicable if this Contract may involve making information about nuclear technology available to certain sensitive foreign nations as indicated in DOE Order 142.3 or its successor. In paragraph (a), substitute "40 days" for "60 days" in the second sentence.
952.204-73	Facility Clearance	Applicable if Aerojet Rocketdyne is a prime contractor to the government and this Contract requires the use of Standard Form 328, Certificate Pertaining to Foreign Interests. Seller shall submit required certificates directly to the DOE Contracting Officer with a copy to the Aerojet Rocketdyne Buyer.
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	
952.209-72	Organizational Conflicts of Interest	Includes Alt 1. Applicable if this Contract exceeds the simplified acquisition threshold and is for advisory and assistance services. In paragraph (c)(1), substitute "Aerojet Rocketdyne" for "The Department" and in paragraph (c)(2), substitute "Aerojet Rocketdyne" for "DOE". The required disclosure shall be provided to the Aerojet Rocketdyne Buyer. Note 3 applies in paragraph (f).
952.226-74	Displaced Employee Hiring Preference	Applicable to Contracts expected to exceed \$500,000 value.
952.227-9	Refund of Royalties	Applies if the amount of royalties reported exceeds \$250
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.
952.227-13	Patent Rights — Acquisition by the Government	Applicable if this Contract is for experimental, developmental or research work and Seller is other than a small business firm or domestic non-profit organization.
952.227-14	Rights in Data — General	This clause supplements FAR 52.227-14.
952.227-82	Rights to Proposal Data	
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.