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| <b>Title</b> Supplemental Government Terms and Conditions |                                |
| <b>Revision 9</b>   | <b>Document ID</b> SCM-AS302-2 |
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|-------------------------|---|
| <b>Applies To</b>       | AEROJET ROCKETDYNE  |
| <b>Content Expert</b>   | Dennis, Mariel  |
| <b>Nature of Change</b> | Minor. Corrected 52.219-8, removed "exceeds the simplified acquisition threshold or if the Contract" statement. |

**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.

| <b>Term</b>   | <b>As Used in the Clause</b>   |
|---|--|
| 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.

- Do not substitute "Aerojet Rocketdyne" for "Government" or "United States."
- Do not substitute "Aerojet Rocketdyne Buyer" for "Contracting Officer," "Administrative Contracting Officer" or "ACO."
- Insert "and Aerojet Rocketdyne" after "Government", "United States" or equivalent phrases.
- Insert "or Aerojet Rocketdyne" after "Government", "United States" or equivalent phrases.



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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 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.  |



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| Clause No. | Federal Acquisition Regulation (FAR) Clause Title  | Applicability  |
|------------|--|--|
| 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.  |
| 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.  |



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| Clause No. | Federal Acquisition Regulation (FAR) Clause Title                                       | Applicability  |
|------------|---|--|
| 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.  |
| 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 Concerns  | Applicable 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.  |



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| Clause No. | Federal Acquisition Regulation (FAR) Clause Title                      | Applicability   |
|------------|--|---|
| 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.   |
| 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.  |





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| Clause No. | Federal Acquisition Regulation (FAR) Clause Title                               | Applicability  |
|------------|---|--|
| 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               |  |
| 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.   |



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| Clause No. | Federal Acquisition Regulation (FAR) Clause Title                                 | Applicability   |
|------------|---|---|
| 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 "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 |
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| Clause No.   | Department of Defense (DoD) FAR Supplement (DFARS) Clause Title                                 | Applicability   |
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| 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.   |
| 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.<br>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."<br>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." |





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| Clause No.   | Department of Defense (DoD) FAR Supplement (DFARS) Clause Title   | Applicability   |
|--------------|---|---|
| 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.  |
| 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.  |



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| Clause No.   | Department of Defense (DoD) FAR Supplement (DFARS) Clause Title  | Applicability  |
|--------------|--|--|
| 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   |  |
| 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   |  |



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| Clause No.   | Department of Defense (DoD) FAR Supplement (DFARS) Clause Title       | Applicability  |
|--------------|---|--|
| 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.                                  |
| 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".                          |



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| Clause No.  | NASA FAR Supplement (NFS) Clause Title   | Applicability   |
|-------------|--|---|
| 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.  |



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| 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.   |