



SUPPLEMENTAL GOVERNMENT TERMS AND CONDITIONS

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 solicitations (e.g., Requests for Quote (RFQs)) and Purchase Orders ("Orders" or "Contracts") issued by the Company in support of Government prime contracts/subcontracts. The Federal Acquisition Regulation (FAR) and FAR Supplement clauses identified are those versions in effect as of the date of the Government Prime Contract identified in the Order or 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 in any Order or Contract in which these terms are incorporated. 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 AR 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 AR form "Offeror's Assertion of Commerciality", Form SCM-F-7.11.05.12.002, are subject only to FAR 52.244-6, Subcontracts for Commercial Items and DFARS 252.244-7000, Subcontracts for Commercial Items and Commercial Components, if in furtherance of a Defense procurement. No other FAR System provisions or clauses apply, unless specifically made applicable in a note below.

3. DEFINITIONS AND SUBSTITUTIONS:

In addition to the definitions set forth in the GPs, 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 |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company's Customer | Any entity, government or commercial, at any level in the contractual chain (including final end user) to which the Company provides goods or services related in any way to the goods or services covered by this solicitation or Contract. |
| 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 Company Buyer. |
| Contractor or Offeror | Substitute Seller throughout. |
| Disputes Clause | The clause contained in AR's GPs entitled "Disputes" or "Governing Law". |
| Government, United States and Equivalent Phrases | Substitute Company. |
| Prime Contract | The contract between the Government and its prime contractor. |
| Prime Contractor | As used in this document, the Company 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 "Company" for "Government" or "United States."
- Do not substitute "Company Buyer" for "Contracting Officer," "Administrative Contracting Officer" or "ACO."
- Insert "and Company" after "Government", "United States" or equivalent phrases.
- Insert "or Company" after "Government", "United States" or equivalent phrases.
- Insert "and the Company Buyer" after "Contracting Officer."
- Insert "or the Company Buyer" after "Contracting Officer."
- Communications/notifications required by the clause between Seller and the Contracting Officer shall be through the Company.
- If Seller is an international contractor, the 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)

5. AMENDMENTS REQUIRED BY PRIME CONTRACT:

Seller agrees that, upon the request of Company, it will negotiate with Company in good faith relative to changes to this Contract to incorporate additional provisions herein or to change provisions hereof, as may be 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 the Contract.

6. PRESERVATION OF THE GOVERNMENT'S RIGHTS:

If Company 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 the Company, 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 Acquisition Regulation (DEAR) 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 applicable to this Order or Contract. 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, the dispute shall be disposed of in accordance with the clause entitled "Disputes" set forth in the GPs.

8. GOVERNMENT CLAUSES:

| Clause No. | Federal Acquisition Regulation (FAR) Clause Title | Applicability |
|------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52.203-5 | Covenant Against Contingent Fees | Applies to Contracts exceeding the simplified acquisition threshold, excluding "Commercial Items". |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | Applies to Contracts exceeding the simplified acquisition threshold. Alt. 1 applies for Commercial Item purchases. Note 1 applies. |
| 52.203-7 | Anti-Kickback Procedures | Applies to Contracts exceeding the simplified acquisition threshold, excluding "Commercial Items". Paragraph (c)(1) does not apply. Seller shall provide any required notifications to the 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 Company to withhold any sum from the Seller, Company 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 | Applies to solicitations and Contracts expected to exceed \$150,000. Note 1 applies. |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | Applies to solicitations and Contracts if the value is expected to exceed \$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) | 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. |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights | Applies 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. |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Federal Acquisition Regulation (FAR) Clause Title | Applicability |
|------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52.204-2 | Security Requirements | Applies 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 | Applies 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 | Applies to Contracts valued at \$30,000 or more, when Seller is a first-tier Subcontractor. The required information shall be provided using the AR Form SCM-F-7.11.01.09.003, Annual Business Certification (ABC), available on the AR internet at www.Rocket.com under the link for SupplierNet. Note 1 applies. |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | Applies to all subcontracts at all tiers unless Seller is furnishing commercially available off-the-shelf items. Note 1 applies. |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. | Applies to all subcontracts at all tiers. Note 1 applies. |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | Applies 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 | Applies to solicitations and Contracts expected to exceed \$35,000. Note 1 applies. Copies of notices provided by Seller to the CO shall be provided to the Buyer. Not applicable to Commercial Off-the-Shelf items. |
| 52.211-5 | Material Requirements | Applies to items that are not commercial items. Note 5 applies. |
| 52.211-15 | Defense Priority and Allocation Requirements | Applies if a DPAS Rating is identified in the Contract. Timely acceptance is required in accordance with 15 CFR 700.13. |
| 52.215-2 | Audit and Records — Negotiation | Applies 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 3 applies. Alt. II applies if Seller is an educational or non-profit institution. |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | Applies if submission of cost or pricing data is required. Do not substitute the AR Buyer for the first time "Contracting Officer" appears in paragraph (c)(1). Note 4 applies. 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 Certified Cost or Pricing Data — Modifications | Applies if submission of cost or pricing data is required. Do not substitute the AR Buyer for the first time "Contracting Officer" appears in paragraph (d)(1). Note 4 applies. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract. |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | Applies if this Contract exceeds the threshold under FAR 15.403-4 or any lesser amount identified in the Contract and is not otherwise exempt. |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data — Modifications | Applies if this Contract exceeds the threshold under FAR 15.403-4 or any lesser amount identified in the Contract and is not otherwise exempt. |
| 52.215-14 | Integrity of Unit Prices | Applies 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 and 7 applies. |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Federal Acquisition Regulation (FAR) Clause Title | Applicability |
|------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 Seller 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 | Applies only if this Contract is subject to the Cost Principles at 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 | Applies if this Contract meets the applicability requirements of FAR 15.408(j). Note 7 applies. |
| 52.215-19 | Notification of Ownership Changes | Applies if this Contract meets the applicability requirements of FAR 15.408(k). Notes 5 and 7 apply. |
| 52.215-23 | Limitations of Pass-Through Charges | Applies if this is a cost-reimbursement subcontract that exceeds the Simplified Acquisition Threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Notes 4 and 5 apply. |
| 52.219-8 | Utilization of Small Business Concerns | Applies 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. Note 8 applies. |
| 52.219-9 | Small Business Subcontracting Plan | Applies if the value of this Contract inclusive of any change 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. This clause does not apply if the Work is performed entirely outside of the United States. Notes 1, 2, 7 and 8 apply. The Contractor's subcontracting plan is incorporated herein by reference. |
| 52.222-4 | Contract Work Hours and Safety Standards — Overtime Compensation | Applies to Contracts that may require the employment of laborers and mechanics. AR may withhold or recover from Seller any sums that AR's customer withholds or recovers from AR due to a violation of a provision of this clause by Seller or Seller's subcontractors. Notes 7 and 8 apply. |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 | Applies 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 | Note 8 applies. |
| 52.222-26 | Equal Opportunity | In paragraph (c), subparagraphs (9), (10) and (12), Note 1 applies. Note 8 applies. |
| 52.222-35 | Equal Opportunity for Veterans | Applies if the value of this Contract equals or exceeds \$150,000. Note 8 applies. |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | Applies to Contracts exceeding \$15,000. Note 8 applies. |
| 52.222-37 | Employment Reports on Veterans | Applies if the value of this Contract equals or exceeds \$150,000. Note 8 applies. |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | Applies to Contracts that exceed \$10,000. In paragraph (f)(4), Note 1 applies. Note 8 applies. |
| 52.222-41 | Service Contract Labor Standards | Applies if this Contract is for services subject to the Service Contract Labor Standards statute. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies. |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Federal Acquisition Regulation (FAR) Clause Title | Applicability |
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| 52.222-50 | Combating Trafficking in Persons | Applies to Contracts that exceed \$500,000 for items purchased (other than COTS items) or services performed outside of the United States. Note 2 applies. Note 3 applies to paragraph (e). |
| 52.222-54 | Employment Eligibility Verification | Applies 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. |
| 52.223-7 | Notice of Radioactive Materials | Applies to Work containing covered radioactive material. In the blank, insert "30." |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons | Applies if services are performed using, or goods are manufactured with or contain, ozone-depleting substances and the Work is performed in the United States. |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | Applies to Contracts that exceed the micro-purchase threshold. Note 4 applies. |
| 52.224-2 | Privacy Act | Applies to all Contracts which requires the design, development, or operation of a system of records on individuals to accomplish an Government Agency function. |
| 52.224-3 | Privacy Training | Applies if Seller will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 3 applies. |
| 52.225-1 | Buy American — Supplies | Applies if the Work contains other than domestic components. Note 2 applies to the second time Contracting Officer appears in paragraph (c). |
| 52.225-8 | Duty-Free Entry | Applies 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." "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 | |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | Applies to this Contract if the value of this Contract equals or exceeds the simplified acquisition threshold. In paragraph (b), Note 4 applies except to the last two times. |
| 52.227-9 | Refund of Royalties | Applies 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 | Applies 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. |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Federal Acquisition Regulation (FAR) Clause Title | Applicability |
|------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52.227-11 | Patent Rights-Ownership by the Contractor | Applies 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 Buyer identified on the face of this Contract. NOTE: FAR 52.227-13 applies in lieu of this clause if Seller is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. |
| 52.227-13 | Patent Rights – Ownership by the Government | Applies if this Contract is for experimental, developmental or research work and Seller is not located in the U.S. or does not have a place of business located in the U.S. or is subject to the control of a foreign government. Paragraph (g) is deleted. |
| 52.227-14 | Rights In Data - General | Does not apply if DFARS 252.227-7013 applies. Notes 1 and 2 apply. |
| 52.228-5 | Insurance — Work on a Government Installation | Applies to fixed price Contracts that exceed the simplified acquisition threshold and involve Work performed on a Government installation. Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2. Note 1 applies. Note 4 applies to paragraph (b). |
| 52.230-2 | Cost Accounting Standards | Applies to negotiated subcontracts 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 | Applies to negotiated subcontracts 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 | Applies to negotiated subcontracts 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 | Cost Accounting Standards — Educational Institution | Applies to negotiated subcontracts 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 | Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies. Notes 1 and 2 apply. |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | Applies to subcontracts with Small Business concerns where AR receives accelerated payments from its customer. |
| 52.233-3 | Protest After Award | In the event that AR's customer has directed AR to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, AR may, by written order to Seller, direct Seller to stop performance of the Work called for in this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies the first time "Government" appears in paragraph (f). In paragraph (f) add after "FAR 33.104(h)(1)" the following: "and recovers those costs from AR". |
| 52.234-1 | Industrial Resources Developed Under Title III, Defense Production Act | Applies to all contracts and subcontracts at all tiers. |
| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation | Applies if Work is performed on a Government installation. Note 1 applies. |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Federal Acquisition Regulation (FAR) Clause Title | Applicability |
|---------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
| 52.244-5 | Competition in Subcontracting | |
| 52.244-6 | Subcontracts for Commercial Items | Applies to subcontracts for "commercial items" per FAR 2.101. Note 2 applies. This clause applies to subcontracts at all tiers. |
| 52.245-1 (Alt 1) | Government Property | "Contracting Officer" means "AR" except in the definition of Property Administrator and in paragraphs (c) and (h)(4) where Note 6 applies. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "AR" and except in paragraphs (d)(2), (g)(2) and (g)(3) where Note 4 applies and in paragraph (g)(4) where Note 3 applies. The following is added as paragraph (n) "Seller shall provide to AR immediate notice if the Government or other customer of Seller (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 | Applies to Contracts involving international air transportation that will be financed by the US Government. Not applicable to contracts awarded using the Simplified Acquisition procedures in FAR Part 13 or contracts for commercial items. |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels | Not applicable to contracts awarded using the Simplified Acquisition procedures in FAR Part 13 or Contracts for commercial items. |
| 52.248-1 | Value Engineering | Applies 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. Notes 1 and 3 apply to paragraph (c)(5). Notes 1 and 4 apply to (b)(3). |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Department of Defense (DoD) FAR Supplement (DFARS) Clause Title | Applicability |
|--------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | Applies if AR is the prime contractor and the value of this Contract 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 | Applies without any substitutions. Applies when FAR 52.203-13 is included in this contract. |
| 252.203-7004 | Display of Fraud Hotline Posters | Applies to Contracts exceeding \$5,500,000, excluding "commercial items or performed entirely outside the United States". Applies in lieu of FAR 52.203-14. |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | |
| 252.204-7000 | Disclosure of Information | Applies to all subcontracts at all tiers. |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls | Applicable to all solicitations except not applicable to Commercial-Off-The-Shelf (COTS) items. |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | Applies to all subcontracts that include support for activities related to safeguarding covered defense information and cyber incident reporting. |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | Applies to all subcontracts at all tiers except does not apply to COTS items. |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | Applies to all subcontracts at all tiers. |
| 252.208-7000 | Intent to Furnish Precious Metals as Government-Furnished Material | Applies to all solicitations 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 Country that is a State Sponsor of Terrorism | Applies to solicitations and Contracts that are valued at \$150,000 or more. Notes 1 and 7 apply. |
| 252.211-7003 | Item Unique Identification and Valuation | Applies if this Contract requires the Goods to contain unique item identification. Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to AR. Note 1 applies. |
| 252.211-7007 | Reporting of Government-Furnished Property | Applies to all subcontracts at all tiers if Contract includes FAR 52.245-1. |
| 252.215-7002 | Cost Estimating System Requirements | Applies if the Contract will be awarded on the basis of certified cost or pricing data. |
| 252.215-7008 | Only One Offer | Applies to competitive solicitations that exceed the simplified acquisition threshold. |
| 252.215-7009 | Proposal Adequacy Checklist | Applies to proposals that require submission of certified cost or pricing data. |
| 252.215-7010 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data | Applies to subcontracts that exceed the simplified acquisition threshold at all tiers. |
| 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) | Applies if FAR 52.219-9 applies. |
| 252.219-7004 | Small Business Subcontracting Plan (Test Program) | Applies to subcontracts, including changes that cumulatively exceed \$700,000. |
| 252.223-7001 | Hazard Warning Labels | Applies 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 |
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| 252.223-7002 | Safety Precautions for Ammunition and Explosives | Applies 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)(ii) shall have no substitutions made and remains as stated in DFARS. 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 AR'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 | Applies if DFARS 252.223-7002 applies to this Contract. Seller must identify in proposals the place of performance. |
| 252.223-7007 | Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives | Applies if this Contract or any subcontract at any tier 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 | Applies 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 AR is a prime contractor to the Government. |
| 252.225-7007 | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies | Applies if Seller is supplying items on the U.S. Munitions List or the 600 Series of the Commerce Control List. |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals | Applies if the Work to be furnished contains specialty metals. Paragraph (d) and (e)(1) are excluded and reserved. |
| 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 AR's Procurement Representative. |
| 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings | Does not apply to contracts for Commercial Items. |
| 225.225-7021 | Trade Agreements | Applies if the Work contains other than US-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5. |
| 252.225-7033 | Waiver of United Kingdom Levies | Applies if the Contract is with a United Kingdom firm and the value of the Contract will exceed \$1 Million. |
| 252.225-7048 | Export-Controlled Items | |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets and Tungsten | Applies if this Contract exceeds the simplified acquisition threshold, unless the exceptions in paragraph (c) apply. |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | Applies if this Contract is for more than \$500,000. In subparagraph (f)(1), AR shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to AR. |
| 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. Applies in lieu of FAR 52.227-14. |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Department of Defense (DoD) FAR Supplement (DFARS) Clause Title | Applicability |
|--------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 252.227-7014 | Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation | This clause shall have no substitutions of parties. Applies to all subcontracts at all tiers if technical data is delivered. Applies in lieu of FAR 52.227-14. |
| 252.227-7015 | Technical Data — Commercial Items | Applies to Commercial Item purchases at all tiers if technical data is delivered. |
| 252.227-7016 | Rights in Bid or Proposal Information | Applies to all subcontracts at all tiers. |
| 252.227-7019 | Validation of Asserted Restrictions — Computer Software | |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | For paragraph (c)(1), Note 3 applies. |
| 252.227-7026 | Deferred Delivery of Technical Data or Computer Software | |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software | Note 1 applies to the last sentence. |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | Notes 1 and 4 apply. |
| 252.227-7030 | Technical Data — Withholding of Payment | Notes 1 applies to (a). Note 4 applies to (b). |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | Applies to all subcontracts at all tiers that require delivery of technical data. |
| 252.227-7038 | Patent Rights — Ownership by the Contractor (Large Business) | Applies 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 | Mishap Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles | In paragraph (a), Note 5 applies. In paragraph (b), Note 4 applies. |
| 252.231-7000 | Supplemental Cost Principals | |
| 252.235-7003 | Frequency Authorization | Applies to Contracts and all subcontracts involving development, production, construction, testing or operation of a device for which a radio frequency authorization is required. |
| 252.239-7016 | Telecommunications Security Equipment, Devices, Techniques, and Services | Note 1 applies to paragraph (c). |
| 252.239-7017 | Notice of Supply Chain Risk | Note 1 applies. |
| 252.239-7018 | Supply Chain Risk | Note 1 applies. |
| 252.242-7005 | Contractor Business Systems | |
| 252.242-7006 | Accounting System Administration | |
| 252.243-7001 | Pricing of Contract Modifications | Applies if this is a fixed-price Contract and costs are a factor in any price adjustment under this Contract. |
| 252.243-7002 | Requests for Equitable Adjustment | Applies 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 | |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Department of Defense (DoD) FAR Supplement (DFARS) Clause Title | Applicability |
|--------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 252.246-7003 | Notification of Potential Safety Issues | Applies 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 AR and the ACO and PCO identified to Contractor. |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System | Note 3 applies to paragraph (c)(2). Note 5 applies to paragraph (c)(6). |
| 252.246-7008 | Sources of Electronic Parts | Applies to Contracts at all tiers for electronic parts or assemblies containing electronic parts unless the Contractor is the original manufacturer. |
| 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 simplified acquisitions, only paragraphs (a) through (e) of this clause and paragraph (i) apply. For Contracts exceeding the simplified acquisition threshold, the entire clause applies except that in the first sentence of paragraph (g), insert a period after Contractor and delete the remainder of the sentence. Paragraph (c) is changed to read "Seller and its subcontractors may request that AR obtain Government authorization for shipment...". In paragraph (d), "45 days" is changed to "60 days". In paragraph (e), change "30 days" to "25 days". |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction | Applies if the Contract value equals or exceeds the dollar threshold at DFARS 225.870-4 (c)(2)(i)(A)(1) where AR is a prime contractor to the Government, or the dollar threshold at DFARS 225.870-4 (c)(2)(i)(C) where AR is a subcontractor to the Government. |

Supplemental Government Terms and Conditions (Continued)

| 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 "AR and NASA." |
| 1852.208-81 | Restrictions on Printing and Duplicating | |
| 1852.211-70 | Packaging, Handling, and Transportation | |
| 1852.219-75 | Individual Subcontracting Reports | Applies if FAR 52.219-9 applies to this Contract. |
| 1852.223-70 | Safety and Health Measures and Mishap Reporting | Applies if the contract exceeds the simplified acquisition threshold 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 | Applies 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) | Applies to Contracts that exceed the simplified acquisition threshold when work will be conducted completely or partly on Federally-controlled facilities, if NFS 1852.223-73 or FAR 52.236-13, Alt.1 does not apply. |
| 1852.223-73 | Safety and Health Plan | Applies to Contracts that exceed the simplified acquisition threshold when work will be conducted completely or partly on Federally-controlled facilities and the safety and health plan will be evaluated in source selection. |
| 1852.223-74 | Drug- and Alcohol-Free Workforce | Applies to Contracts exceeding \$5 Million if Work is performed by an employee in a sensitive position as defined in the clause, excluding Contracts for "commercial items". |
| 1852.225-70 | Export Licenses | Applies to all Contracts except those with foreign entities. |
| 1852.227-11 | Patent Rights — Ownership By the Contractor | Applies if FAR 52.227-11 applies. Applies 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 AR Buyer. "Contracting Officer" means "Contracting Officer". "Government" means "Government". |
| 1852.227-14 | Rights in Data — General | Applies if FAR 52.227-14 applies. Note 7 applies. |
| 1852.227-19 | Commercial Computer Software — Restricted Rights | Applies if FAR 52.227-19 applies. Notes 2 and 7 apply. |
| 1852.227-70 | New Technology — Other than a Small Business Firm or Nonprofit Organization | Applies 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 | Applies whenever NASA FAR Supplement 1852.227-70 applies to this Contract. Seller's petitions to the Contracting Officer will be made through AR. |
| 1852.228-76 | Cross-Waiver of Liability for International Space Station Activities | Applies if the Contract exceeds the simplified acquisition threshold. Applies if the work is performed in support of "Protected Space Operations" as that term is defined in this clause. |
| 1852.228-78 | Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station | Applies if the Contract exceeds the simplified acquisition threshold. Applies if the work is performed in support of "Protected Space Operations" as that term is defined in this clause. |
| 1852.231-71 | Determination of Compensation Reasonableness | Applies if the 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. |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | NASA FAR Supplement (NFS) Clause Title | Applicability |
|-------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1852.237-71 | Pension Portability | Applies 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 | Applies to cost reimbursement contracts 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 | Applies if Work will be performed at a NASA installation. |
| 1852.242-73 | NASA Contractor Financial Management Reporting | Applies when NASA Form 533 reports are required. |
| 1852.244-70 | Geographic Participation in the Aerospace Program | Applies to research and development Contracts of \$100,000 or more that will be performed in the U.S. |
| 1852.245-70 | Contractor Requests for Government-Furnished Property | |
| 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 | Applies to cost-reimbursement Contracts and Contracts in which the Seller has custody of NASA-owned property with a value of \$10 Million or more. Required reports shall be submitted to AR no later than October 10th. Note 4 applies to (c)(4). |
| 1852.245-74 | Identification and Marking of Government Equipment | Applies to all Contracts that require delivery of equipment to the Government. All communications shall be through the AR Buyer. |
| 1852.246-73 | Human Space Flight Item | Applies if this Contract is for human space flight hardware or flight-related equipment. |
| 1852.247-71 | Protection of the Florida Manatee | Applies to Contracts when deliveries or vessel operations, dockside work, or disassembly functions will involve use of waterways inhabited by manatees, as described in the clause. |

Supplemental Government Terms and Conditions (Continued)

| Clause No. | Department of Energy Acquisition Regulation (DEAR) 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 | Applies to all subcontracts at all tiers. |
| 952.204-2 | Security | Applies in lieu of FAR 52.204-2 if Seller's employees require access to classified information. |
| 952.204-70 | Classification/Declassification | Applies if the Contract involves classified information. |
| 952.204-71 | Sensitive Foreign Nations Controls | Applies if this Contract involves unclassified research which 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. |
| 952.204-77 | 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. Applies if this Contract exceeds the simplified acquisition threshold and is for advisory and assistance services. In paragraph (c)(1), substitute "AR" for "The Department" and in paragraph (c)(2), substitute "AR" for "DOE". Note 3 applies in paragraph (f) of Alt. 1. Note 3 applies. |
| 952.223-71 | Integration of Environment, Safety, and Health into Work Planning and Execution | Applies to all subcontracts for work to be performed at a Government-owned or leased facility. |
| 952.225-71 | Compliance with Export Control Laws and Regulations | |
| 952.226-74 | Displaced Employee Hiring Preference | Applies to Contracts expected to exceed \$500,000 value excluding commercial items pursuant to 41 U.S.C. 403. |
| 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) | Applies in lieu of FAR 52.227-11 if the Contract includes, at any tier, experimental, developmental, demonstration 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 | Applies if this Contract is for experimental, developmental, demonstration or research work and Seller is other than a small business firm or domestic non-profit organization except where the work of the Contract is subject to Exceptional Circumstances Determination by DOE. |
| 952.227-14 | Rights in Data — General | This clause supplements FAR 52.227-14. |
| 952.227-82 | Rights to Proposal Data | This clause applies in lieu of FAR 52.227-23. |
| 952.250-70 | Nuclear Hazards Indemnity Agreement | Applies 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 Seller is subject to Nuclear Regulatory Commission (NRC) financial protection requirements or NRC agreements of indemnification. |