



**Northrop Grumman Terms and
Conditions
and FAR/DFARS Flowdown
Provisions for Subcontracts or
Purchase Orders for
Noncommercial
Items under a US Government Prime Contract**

A. General Requirements

1. **QUALITY ASSURANCE:** Supplier shall maintain a documented quality system compliant with applicable portions of AS9100, ISO-9001:2000 or equivalent, unless otherwise stated in G1. InterConnect Wiring (INTERCONNECT) maintains the right to conduct periodic reviews of supplier's quality assurance program, processes and procedures.
2. **TRAINING:** In compliance with AS9100, supplier shall ensure training of personnel includes ensuring that personnel are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior. If specific training for competence and required qualification is required, INTERCONNECT will state the training requirements in the purchase order.
3. **DELIVERY:** Deliveries shall be made both in quantities and at times stated in the INTERCONNECT purchase order. Seller understands and agrees that **TIME IS EXPRESSLY OF THE ESSENCE** with respect to delivery of items contained in the purchase order. Supplier agrees (a) to properly pack, mark and ship products in accordance with INTERCONNECT requirements and in such a manner to ensure no damages occur during transit due to packaging; (b) to make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.) or drayage of items unless otherwise stated in the purchase order; (c) to provide with each shipment a packing slip showing INTERCONNECT purchase order number, revision number (if applicable), INTERCONNECT part number, Supplier's part number (where applicable), product description, quantity of pieces in shipment, and number of cartons or containers in shipment; (d) for cartons containing more than one type of product, each type of product will be clearly marked for ease of identification; and (e) for products requiring a Certificate(s) of Conformance, such Certificate(s) will be included with the packing slip. Shipments that do not comply with specific marking/shipping/packaging or documentation requirements may result in the reduction in the purchase order value of up to \$100 per shipment. This value will offset INTERCONNECT's internal cost of processing the non-conformance. If any delivery required of Supplier is behind the schedule specified in the purchase order, INTERCONNECT may elect to have such delivery made via expedited means at Supplier's expense.
4. **EARLY DELIVERY:** Suppliers are expected to deliver product/services on the due date noted in the purchase instrument; with permission, early delivery may be accepted up to 5 days prior to the due date. Any shipments received more than 5 days in advance may be returned at the supplier's expense. Shipments received after the due date will be considered a late delivery; under our supplier management system, suppliers are rated for on-time deliveries.
5. **INVOICE AND PAYMENT:** Unless otherwise provided in this contract/order, no invoices shall be issued nor payments made prior to delivery as specified in the document issued by the Buyer. All payments are subject to adjustment for shortages and/or rejections of delivered items.
6. **WITHHOLD:** Buyer may withhold payment in the amounts payable to the Seller hereunder on any claim or change Buyer may have against Seller.
7. **GOVERNMENT/CUSTOMER CONTACTS:** In general, Buyer, acting as Prime, has the singular right to engage the customer on matters related to business – includes both Government and Commercial customers benefiting under this order. INTERCONNECT shall be solely responsible for all liaison, coordination, and communication with the INTERCONNECT customer, including the US Government, as it affects the applicable prime contract, this contract, and any related contract.
8. **RELEASE OF INFORMATION:** Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this contract or the subject matter hereof, will be made by the Seller without the prior written consent and approval of INTERCONNECT.
9. **ORDER OF PRECEDENCE:** Any inconsistency in this subcontract/order shall be resolved by giving precedence in the following descending order: (a) the schedule, (b) the general provisions, (c) other documents, exhibits, and attachments to the schedule, and (d) specifications/statement of work.

10. **MATERIALS:** All materials supplied shall be configured to the latest applicable revision unless explicitly noted otherwise. If the purchase order line item references a revision that has been superseded, the supplier shall notify the INTERCONNECT buyer prior to accepting the purchase order to ensure the correct revision is supplied. The work delivered hereunder shall consist of new materials, as defined by FAR 52.211-5 (not used, reconditioned, remanufactured, or of such age as to impair usefulness or safety).
11. **PACKING AND SHIPMENT:** (a) Unless otherwise specified, all work is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage. (b) A complete packing list shall be enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the INTERCONNECT contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this contract number. (c) For work shipped within the United States, unless otherwise specified, delivery shall be FOB Destination.
12. **REJECTION:** Buyer shall notify Seller if any items/services delivered hereunder are rejected and at Buyer's election and Seller expense, replacement items shall be procured. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.
13. **CHANGES:** Buyer may at any time by written notice make changes within the general scope of this contract action, to drawings, specifications, shipping instructions, quantities, and delivery schedule. Should any such change increase or decrease the cost, or the time required for performance of the order, an equitable adjustment by Seller must be made within thirty days from the date of the change ordered or within such additional period of time as may be agreed upon.
14. **DESIGN AND DEVELOPMENT:** INTERCONNECT shall communicate its requirements for design and development control in the purchase order.
15. **QUALITY CONTROL OF SUB-TIER SUPPLIERS:** Supplier shall assure control of quality at all points necessary to conform to this PO's requirements, whether performed by Supplier or by Supplier's sub-tiers. Supplier shall flow down to its sub-tiers any and all applicable sections or subsections of these Terms and Conditions, and shall ensure such portions are inserted in all subcontracts or Purchase Orders at every tier.
16. **LIQUIDATED DAMAGES:** In the event Seller fails to make delivery of an item in accordance with a Purchase Order delivery schedule(s), INTERCONNECT shall be entitled to receive compensation from seller in the form of liquidated damages and not as a penalty, and the Seller may be assessed such damages. The amount of such liquidated damages shall be equivalent to 0.5% of the value of the INTERCONNECT END ITEM for which this purchase is made for each calendar day of the delayed item. Such liquidated damages shall begin on the first day after the delivery date specified herein has passed. Seller shall be entitled to a grace period of five (5) calendar days for delivery of the item past the delivery date specified herein, during which period no liquidated damages will be assessed. If the item is not delivered before the grace period ends, then liquidated damages will be assessed on a retroactive basis as though there was no grace period. Liquidated damages will be limited to a maximum of 10% of the unit price of the INTERCONNECT END ITEM for which the Seller's item is purchased.
17. **TERMINATIONS:** (a) Buyer may by written notice of default to Seller, terminate the whole or any part of this order in any one of the following circumstances: (i) Seller fails to make delivery of the items within the time specified herein or any extension thereof, or if (ii) Seller fails to perform any of the provisions of this order or fails to make progress as to endanger performance of this order in accordance with its terms and in either of these circumstances does not cure such failure within a period of 10 calendar days (or longer period as authorized by the Buyer) after receipt of notice from the Buyer specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iv) Seller fails to provide Buyer, within a reasonable time after demand by Buyer, written assurance of due performance by Seller. (b) If this order is so terminated, Buyer may procure or otherwise obtain, upon such exceptions set forth below shall be liable to the Buyer for any excess costs or similar supplies or services along with additional administrative costs tied to the re-procurement actions. (c) Seller shall continue performance of this order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of the order except as herein provided. Buyer's rights as set forth herein shall be in addition to the Buyer's other rights in case of Seller's default, whether set forth in the order or not. Buyer may terminate the Seller "for convenience" at any time; however, the Seller is entitled to submit a request for equitable adjustment on all work/costs to date.
18. **GOVERNING LAW:** The contract/order incorporating these terms and conditions and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the state of Texas.
19. **SUBCONTRACTING OR ASSIGNING:** Neither this contract nor the obligation of the Seller hereunder shall be subcontracted, assigned or delegated by operation of law, or otherwise without Buyer's written consent.
20. **TAXES:** Seller's prices/quotes shall separately note all applicable taxes.

21. **PRICE WARRANTY:** The Seller warrants that the prices of the items set forth herein do not exceed those charged by the Seller to any other customer purchasing the same items in like quantities.
22. **VARIATIONS IN QUANTITY:** Unless written pre-approval is received from the Buyer, no variations in quantities are authorized.
23. **INDEMNIFICATION:** The Seller shall indemnify INTERCONNECT against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person, based on the alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by the Seller in the course of performance of this contract by the Seller. The Seller shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against INTERCONNECT in any such action or actions; the Seller shall satisfy and discharge the same without cost or expense to INTERCONNECT. However, this indemnity shall not apply to claims, actions, or suits resulting from INTERCONNECT negligence. INTERCONNECT shall indemnify the Seller against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person, based on any alleged injury or death of any person or damage to or loss of any property that may occur of that may be alleged to have been caused by INTERCONNECT in the course of the performance of this contract. INTERCONNECT shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against the Seller in any such action or actions, INTERCONNECT shall satisfy and discharge the same without cost or expense to the Seller.
24. **INTELLECTUAL PROPERTY INFRINGEMENT:** Seller warrants that the Work performed and delivered under this contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller agrees to defend, indemnify, and hold harmless INTERCONNECT and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based on a claim that the Work performed or delivered under this contract infringes or otherwise violates the intellectual property rights of any person or entity.
25. **NOTIFICATION OF DEBARMENT/SUSPENSION STATUS:** Seller shall provide immediate notice to Buyer in the event of being debarred, suspended, or proposed for debarment by any Federal Agency during performance of this contract/order.
26. **CONTRACT DIRECTION:** Only the INTERCONNECT procurement/purchasing representative has the authority to amend this contract; such amendments must be in writing. INTERCONNECT engineering and technical personnel may render assistance or give technical "advice" or discuss or affect an exchange of information with Seller's personnel concerning the work hereunder. Such actions shall not be deemed to be a "change" under the Changes clause of this contract (FAR 52.243-1), and shall not be the basis for any equitable adjustment. Except as otherwise provided herein, all notices to be furnished by the Seller shall be sent to the INTERCONNECT procurement representative.
27. **FAR and DFARS Clauses and Provisions**

For all FAR and DFARS references, the terms "Government Contracting Officer", "Contracting Officer", and "Government" mean INTERCONNECT Buyer and Buyer's Authorized Procurement Representative

FAR Clauses & Provisions – latest version is applicable to all Contracts/Purchase Orders

FAR Clause	FAR Clause Title
52.201-9	Personal Identity Verification of Contractor Personnel
52.202-1	Definitions
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Posters
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights
52.203-2	Certificate of Independent Price Determination
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-11	American recovery and Reinvestment Act – Reporting Requirements
52.204-14	Service Contract Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts

FAR Clause	FAR Clause Title
52.204-2	Security Requirements
52.204-5	Women-Owned Business (Other Than Small Business)
52.204-6	Unique Entity Identifier
52.204-9	Personal Identity Verification of Contractor Personnel
52.207-4	Economic Purchase Quantity - Supplies
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-5	Certification Regarding Responsibility Matters
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use
52.211-15	Defense Priority and Allocation Requirements
52.211-5	Material Requirements
52.211-7	Alternatives to Government-Unique Standards
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders — Commercial Products and Commercial Services
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Products and Commercial Services)
52.214-26	Audit and Records - Sealed Bidding
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data – Modifications - Sealed Bidding
52.214-28	Subcontractor Certified Cost or Pricing Data - Modifications - Sealed Bidding
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Postretirement benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes
52.215-2	Audit and Records – Negotiation
52.215-2	Audit and Records – Negotiation ALT I (include if subject to American Recovery and Reinvestment Act of 2009)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges (Oct 2009) (This clause applies
52.215-6	Place of Performance
52.215-9	Changes or Additions to Make-Or-Buy Program
52.216-10	Incentive Fee – applicable if this is a cost plus incentive fee order
52.216-11	Cost Contract – No Fee – applicable if this is a cost no fee order
52.216-12	Cost Sharing Contract – No Fee – applicable if this is a cost sharing, no fee order
52.216-25	Contract Definitization
52.216-7	Allowable Cost and Payment
52.216-8	Fixed Fee – applicable if this is a cost plus fixed fee order
52.219-1	Small Business Program Representations
52.219-10	Incentive Subcontracting Program
52.219-16	Liquidated Damages - Subcontracting Plan
52.219-22	Small Disadvantaged Business Status
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.219-26	Small Disadvantaged Business Participation program - Incentive Subcontracting
52.219-28	Post –Award Small Business Program Representation
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-11	Subcontracts Labor Standards
52.222-17	Non-displacement of Qualified Workers (Service Contracts)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-19	Child Labor – Cooperation with Authorities and Remedies
52.222-2	Payment for Overtime Premiums
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
52.222-25	Affirmative Action Compliance

FAR Clause	FAR Clause Title
52.222-26	Equal Opportunity
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-29	Notification of Visa Denial
52.222-3	Convict Labor
52.222-33	Notice of Requirement for Project Labor Agreement
52.222-34	Project Labor Agreements
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
52.222-54	Employment Eligibility Verification
52.223-1	Bio-based Product Certification
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.223-15	Energy Efficiency in Energy-Consuming Products
52.223-16	IEEE 1680 Standard for the Environmental Assessment of personal Computer Products
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-4	Recovered Material Certification
52.223-5	Pollution Prevention and Right-To-Know Information
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items
52.224-2	Privacy Act
52.225-1	Buy American-Supplies
52.225-10	Notice of Buy American Requirement-Construction Materials
52.225-11	Buy American-Construction Materials under Trade Agreements
52.225-13	Restrictions on Certain Foreign Purchases
52.225-15	Sanctioned European Union Country End Products
52.225-18	Place of Manufacture
52.225-19	Contact Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
52.225-2	Buy American Certificate
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-Certification
52.225-21	Required Use of American Iron, Steel, and Manufactured Goods-Buy American Statute-Construction Materials
52.225-22	Notice of Required Use of American Iron, Steel, and Manufactured Goods-Buy American Statute-Construction Materials
52.225-23	Required Use of American Iron, Steel, and Manufactured Goods-Buy American Statute-Construction Materials under Trade Agreements
52.225-24	Notice of Required Use of American Iron, Steel, and Manufactured Goods-Buy American Statute-Construction Materials Under Trade Agreements
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act
52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-7	Waiver of Buy American Statute for Civil Aircraft and Related Articles

FAR Clause	FAR Clause Title
52.225-8	Duty-Free Entry
52.225-9	Buy American-Construction Materials
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-1	Authorization and Consent
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights -- Ownership by the Contractor
52.227-13	Patent Rights -- Ownership by the Government
52.227-14	Rights in Data - General
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
52.227-16	Additional Data Requirements
52.227-17	Rights in Data - Special Works
52.227-18	Rights in Data - Existing Works
52.227-19	Commercial Computer Software License
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-20	Rights in Data - SBIR Program
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems
52.227-22	Major System - Minimum Rights
52.227-23	Rights to Proposal Data (Technical)
52.227-6	Royalty Information
52.227-9	Refund of Royalties
52.228-12	Prospective Subcontractor Requests for Bonds
52.228-3	Worker's Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance - Work on a Government Installation
52.228-7	Insurance - Liability to Third Persons
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.229-2	North Carolina State and Local Sales and Use Tax
52.229-3	Federal, State and Local Taxes
52.229-4	Federal, State and Local Taxes (State and Local Adjustments)
52.229-6	Taxes - Foreign Fixed Price Contracts
52.229-7	Taxes - Fixed Price Contracts with Foreign Governments
52.229-8	Taxes - Foreign Cost Reimbursement Contracts
52.230-1	Cost Accounting Standards Notices and Certifications
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns
52.230-5	Cost Accounting Standards -- Educational Institutions
52.230-6	Administration of Cost Accounting Standards
52.232-16	Progress Payments
52.232-17	Interest
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-24	Prohibition of Assignment of Claims
52.232-27	Prompt Payment for Construction Contracts
52.232-32	Performance-Based Payments
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.232-7	Payments under Time-and Materials and Labor-Hour Contracts
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act
52.234-4	Earned Value Management System
52.236-13	Accident Prevention
52.237-10	Identification of Uncompensated Overtime
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-7	Indemnification and Medical Liability Insurance
52.237-8	Restriction on Severance Payments to Foreign Nationals
52.239-1	Privacy or Security Safeguards
52.242-13	Bankruptcy
52.242-14	Suspension of Work
52.242-15	Stop-Work Order

FAR Clause	FAR Clause Title
52.242-17	Government Delay of Work
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.243-1	Changes – Fixed Price
52.243-2	Changes – Cost Reimbursement
52.243-3	Changes— Time – and – Materials or Labor – Hours
52.243-6	Change Order Accounting
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-2	Government Property Installation Operation Services
52.245-9	Use and Charges
52.246-1	Inspection of Supplies – Fixed Price
52.246-12	Inspection of Construction
52.246-16	Responsibility for Supplies
52.246-2	Inspection of Supplies-Fixed Price
52.246-3	Inspection of Supplies-Cost-Reimbursement
52.246-5	Inspection of Services – Fixed Price
52.246-6	Inspection – Time and Material Labor Hour
52.247-63	Preference for US Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.247-67	Submission of Transportation Documents for Audit
52.248-1	Value Engineering
52.248-3	Value Engineering – Construction over \$65K
52.249-1	Termination for Convenience of the Government (Fixed Price)
52.249-14	Excusable Delays
52.249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-5	Termination for Convenience of the Government
52.249-6	Termination (Cost-Reimbursement)
52.249-8	Default (Fixed-Price Supply and Service)
52.252-1	Solicitation Provisions Incorporated by Reference
52.252-2	Clauses incorporated by Reference
52.253-1	Computer Generated Forms
52.204-27	No TikTok on Government Devices

DFARS Clauses – all Purchase Orders

DFARS Clause	DFARS Clause Title
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
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	Agency Office of the Inspector General
252.203-7004	Display of Fraud Hotline Posters
252.204-7000	Disclosure of Information
252.204-7004	Alternate A, Central Contractor Registration
252.204-7007	Alternate A, Annual Representations and Certifications
252.204-7008	Export Controlled Items
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the US-International Atomic Energy Agency Additional Protocol
252.204-7012	Safeguarding of Unclassified Controlled Technical information
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.

DFARS Clause	DFARS Clause Title
	NIST SP 800-171 DoD Assessment Requirements. (g) Subcontracts. (1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf). (2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf , for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government. (3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to mailto:webpmsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.
252.204-7020	
252.204-7015	Notice of Authorized Disclosure Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7004	Subcontracting With Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.209-7006	Limitations on Contractors Acting as Lead System Integrators
252.209-7007	Prohibited Financial Interests for Lead System Integrators
252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program
252.209-7009	Organizational Conflict of Interest – Major Defense Acquisition Program
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.211-7006	Radio Frequency Identification
252.211-7007	Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry
252.212-7001	Contract Terms and Conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items
252.215-7000	Pricing of Adjustments
252.215-7002	Cost Estimating System Requirements
252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel
252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding
252.217-7026	Identification of Sources of Supply
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.222-7000	Restrictions on Employment of Personnel
252.222-7002	Compliance With Local Labor Laws (Overseas)
252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements
252.223-7001	Hazard Warning Labels
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7003	Change in Place of Performance - Ammunition and Explosives
252.223-7004	Drug-Free Work Force
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7000	Buy American—Balance of Payments Program Certificate
252.225-7001	Buy American and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7003	Report of Intended Performance Outside the United States and Canada – Submission with Offer
252.225-7004	Reporting of Contract Performance Outside the United States and Canada – Submission after Award
252.225-7005	Identification of Expenditures in the United States
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
252.225-7008	Restriction of Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate

DFARS Clause	DFARS Clause Title
252.225-7011	Restriction on Acquisition of Supercomputers
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry
252.225-7014	Preference for Domestic Specialty Metals, Alternate I
252.225-7015	Preference for Domestic Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings
252.225-7018	Photovoltaic Devices – Certificate
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain
252.225-7020	Trade Agreements Certificate
252.225-7021	Trade Agreements
252.225-7022	Trade Agreements Certificate – Inclusion of Iraqi End Products (Reserved)
252.225-7025	Restrictions on Acquisition of Forgings
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction of Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7031	Secondary Arab Boycott of Israel
252.225-7032	Waiver of United Kingdom Levies – Evaluation of Offers
252.225-7033	Waiver of United Kingdom Levies
252.225-7035	Buy American - Free Trade Agreements - Balance of Payments Program Certificate
252.225-7036	Buy American - Free Trade Agreement - Balance of Payments Program
252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7042	Authorization to Perform
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States
252.225-7044	Balance of Payments Program – Construction Material
252.225-7045	Balance of Payments Program – Construction Material Under Trade Agreements
252.225-7046	Exports By Approved Community Members in Response to the Solicitation
252.225-7047	Export by Approved Community Members in Performance of the Contract
252.225-7048	Export - Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data – Other Than Commercial Products and Commercial Services
252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation
252.227-7015	Technical Data - Commercial Products and Commercial Services
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7018	Rights in Other Than Commercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions -- Computer Software
252.227-7020	Rights in Special Works
252.227-7021	Rights in Data - Existing Works
252.227-7022	Government Rights (Unlimited)
252.227-7023	Drawings and Other Data To Become Property of Government
252.227-7024	Notice and Approval of Restricted Designs
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
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
252.227-7030	Technical Data - Withholding of Payment
252.227-7032	Rights in Technical Data and Computer Software (Foreign)
252.227-7033	Rights in Shop Drawings
252.227-7034	Patents-Subcontracts
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights - Ownership by the Contractor Large Business
252.227-7039	Patents - Reporting of Subject Inventions
252.228-7000	Reimbursement for War Hazard Losses
252.228-7001	Ground and Flight Risk
252.228-7003	Capture and Detention
252.228-7005	Mishap Reporting and Investigation - Aircraft, Missiles, and Space Launch Vehicles
252.229-7000	Invoices Exclusive of Taxes or Duties
252.229-7001	Tax Relief

DFARS Clause	DFARS Clause Title
252.229-7003	Tax Exemptions (Italy)
252.229-7004	Status of Contractor As A Direct Contractor (Spain)
252.229-7005	Tax Exemptions (Spain)
252.229-7006	Value Added Tax Exclusion (United Kingdom)
252.229-7007	Verification of United States Receipt of Goods
252.229-7008	Relief from Import Duty (United Kingdom)
252.229-7011	Reporting of Foreign Taxes - US Assistance Program
252.231-7000	Supplemental Cost Principles
252.232-7017	Accelerating Payments to Small Business
252.234-7001	Notice of Earned Value Management System (If required by DFARS 203.234)
252.234-7002	Earned Value Management System
252.234-7003	Notice of Cost and Software Data Reporting System
252.234-7004	Cost and Software Data Reporting System
252.235-7003	Frequency Authorization
252.235-7004	Protection of Human Subjects
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.237-7023	Continuation of Essential Contractor Services
252.237-7024	Notice of Continuation of Essential Contractor Services
252.239-7000	Protection Against Compromising Emanations
252.239-7001	Information Assurance Contractor Training and Certification
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018	Supply Chain Risk
252.242-7004	Material Management and Accounting System
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
252.244-7000	Subcontracts For Commercial items and Commercial Components
252.244-7001	Contractor Purchasing System Administration
252.245-7001	Tagging, Labeling, and Marking Government Furnished Property
252.245-7002	Reporting Loss of Government Property
252.245-7003	Contractor Property Management System Administration
252.246-7000	Material Inspection and Receiving Report
252.246-7001	Warranty of Data Basic
252.246-7003	Notification of Potential Safety Issues
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7007	Liability and Insurance
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7000	Special Termination Costs
252.249-7002	Notification of Anticipated Contract Termination or Reduction
252.251-7000	Ordering From Government Supply Sources
252-229-7002	Customs Exemptions (Germany)

Far Clause	NAVIAR Far Clause Title
5252.204-9501	National Stock Numbers
5252.247-9507	Packaging and Marking of Reports
5252.247-9508	Prohibition and Limitations for Packaging Materials
5252.247-9505	Technical Data and Information
5252.204-9503	Expediting Contract Closeout
5252.232-9522	Transportation Account Codes
5252.242-9511	Contract Administration Data
5252.211-9510	Contractor Employees
5252.227-9505	Technical Data and Computer Software Identification in Engineering Change Proposals (ECPs)
5252.243-9505	Engineering Changes
5252.246-9512	Inspection and Acceptance
5252.201-9500	Technical Point of Contact (TPOC)
5252.228-9501	Liability Insurance

B. Nonconforming Material

1. **Meeting Specifications:** Items failing to conform to all applicable drawings, specifications, and/or other Purchase Order requirements shall not be delivered to INTERCONNECT without documented written approval from INTERCONNECT Quality Assurance.
2. **Nonconformance of Deliverables:** Supplier shall evaluate each nonconformance for its potential to exist in previously produced or delivered material. If a nonconformance exists in a previously delivered item, Supplier shall notify INTERCONNECT, in writing, within 24 hours and provide the following information: 1) description of nonconformance 2) affected Purchase Orders, delivery dates, quantities and lots.
3. **Nonconformance of Product:** Obtain INTERCONNECT approval for nonconforming product disposition. Notify INTERCONNECT of changes in product and/or processes; changes of suppliers; change of manufacturing facility; and where required obtain INTERCONNECT approval.

C. Inspection and Testing

1. **Source Inspection:** Source inspection may be required prior to shipping.
2. **Data Sheet:** A data sheet shall accompany the first article. The data sheet shall list every dimension on the engineering drawing. Next to each dimension, the actual "as built" measurement shall be recorded. In lieu of a data sheet, measurements may be recorded directly on the engineering drawing. An in-house inspector shall sign and date the data sheet or drawing.
3. **Functional Testing:** Results of functional testing required with shipment. Functional testing documentation shall include test and acceptance criteria, controlling specification(s) or procedure(s) and the results of the test.
4. **Physical Properties Test:** Physical Properties Test Report Required per applicable Military Specification.
5. **Chemical Properties Test:** Chemical Properties Test Report Required per applicable Military Specification.
6. **Illumination Report:** Illumination Report required per applicable Military Specification.

D. Materials and Components

1. **Manufacturer COC:** The manufacturer certificate of conformance (cert) with signature and title of authorized quality agent required for all items.
2. **COC Elements:** The certificate of conformance shall include the following: part number, purchase order number, applicable military specification, part number revision if one exists, quantity, serial number, name and address of process facility, and date of certification. Vague or ambiguous statements such as "to the best of my knowledge" are not acceptable and may result in rejection of the item during receiving.
3. **QPL List:** QPL listed items shall be manufactured by sources listed in the applicable QPL.
4. **QPL Certificate:** Supplier must be able to obtain and supply manufacturer or QPL certificate upon request.
5. **Trace:** Lot traceability to the original point of manufacture or processing for all components, subcomponents, and/or assemblies is required.
6. **Material Shelf-Life:** For all materials with shelf life limitations, the remaining shelf life shall be 75% of the original shelf life (minimum) at time of shipping. Manufacturers name, lot number (if applicable) and manufacture date shall be provided with shipment.
7. **Bar Code/Marking:** Supplier shall apply bar codes to exterior package per INTERCONNECT Bar Code Requirements, INVT-0001-09. Suppliers may contact INTERCONNECT for a copy of document.

E. Right of Access

1. **In-Process Verifications:** INTERCONNECT reserves right of entry to Supplier's facility and any applicable sub-tier supplier facilities for the purpose of verifying compliance with all requirements of this order. INTERCONNECT and any customer or their representative shall have the right to perform in-process inspections, audits and system surveillance as part of the verification process. Supplier shall provide suitable facilities to perform these verifications to INTERCONNECT and any customer or their representative at no cost to INTERCONNECT.
2. **Quality Assurance:** During performance of this order, your quality system and processes are subject to review, verification and analysis by authorized government representatives in accordance with FAR Paragraph 46.102 Policy on Quality Assurance. Requirements

F. Records

1. **Records Retention:** Supplier shall maintain records necessary to verify conformance of supplied material to the conditions of this order. Supplier shall also maintain records of all purchase orders. These records are to be maintained for a minimum of ten (10) years from the date of delivery and shall remain legible, readily identifiable and retrievable. At INTERCONNECT's election, such records shall be made available to INTERCONNECT, INTERCONNECT's customers and/or any regulatory agency, at no cost to INTERCONNECT. INTERCONNECT retains the right to inspect subject documents at supplier's premises upon reasonable notification of intent to do same.

G. Special Process/Quality System Certifications

- 1) **Higher-Level Contract Quality Requirement (DEC 2014)**
 - a) The Contractor shall comply with the higher-level quality standard selected below:
AS9100D
 - b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—
 - i) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - ii) When the technical requirements of a subcontract require-- (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
- 2) **Northrop Grumman Counterfeit Parts Prevention** clause is incorporated:
 - a) This clause is applicable to all Orders. If DFARS 252.246-7007 and DFARS 252.246-7008 are also applicable to this Order, the provisions of paragraphs (a) – (e) of DFARS 252.246-7007, including its definition of “electronic parts,” are incorporated in this paragraph by reference and “Contracting Officer” shall mean “Buyer”. Seller shall establish and maintain a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in this Order are met. Seller's obligation to substantiate authenticity shall survive Acceptance of and payment for Products delivered under this Order.
 - b) Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.
 - c) Seller shall immediately notify Buyer in writing if Seller becomes aware of, or has reason to suspect that, any part, component or end item, purchased from Seller for delivery to Buyer, contains counterfeit parts or suspect counterfeit parts. If suspect counterfeit or counterfeit parts are identified in any of the Products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that Buyer may turn such parts over to its U.S.G. customer for further investigation. For purposes of this clause, Seller agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Seller's Products contain suspect counterfeit or counterfeit parts.
 - d) Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.
- 3) **Defend Trade Secrets Act provision:** Applicable only to individuals or to be flowed down to individuals. Pursuant to the Defend Trade Secrets Act of 2016, if Seller is an individual, Seller acknowledges that he/she shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or

other proceeding, if such filing is made under seal. In addition, if Seller files a lawsuit for retaliation by Buyer for reporting a suspected violation of law, then Seller may disclose the trade secret to Seller's attorney and may use the trade secret information in the court proceeding, provided Seller both files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Seller agrees to flow down this provision to all contract labor and agents of Seller who are authorized under this Order to receive Buyer's Proprietary Information and who are individuals.

- 4) **Notification of Status Changes:** Seller shall provide written notification to Buyer prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller's subcontractors at any tier, that could affect Seller's performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, Acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer of any pending or contemplated future action to discontinue Products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Products. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed one hundred eighty (180) days after the last time buy date. Seller shall flow down to subcontractor(s) the requirements of this Clause and all other applicable flow down provisions.