



Supplier Quality Assurance Manual

**In accordance with current ISO9001/AS9100, 14 CFR 21.137, applicable
statutory, regulatory, and customer requirements**

Doc #	QM-102	Title	Supplier Quality Assurance Manual								
Parent Procedure	Supplier Control Program					Procedure #	WI-1				
Approved by	John Goode Jr.			Resp Dept	Purchasing						
Prepared by	Destiny McFarland			Rev	-	Date	2/1/2021	Page	2	Of	45

Revision History

<i>Revision</i>	Prepared By	Effective Date	Description of Change	Approval
-	Destiny McFarland	2/1/21	Initial Release	John Goode Jr.

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1. PURPOSE AND SCOPE

MSP Aviation has prepared this Supplier Quality Assurance Manual (SQAM) to communicate the product quality requirements and expectations of MSP Aviation and our customers. This manual is applicable to approved external suppliers. The purpose of this manual is to flow down requirements that will help ensure that purchased product conforms to requirements specified on the purchase order and the communication of these requirements is accomplished by flowing specific procurement quality requirements through quality notes and/or notes on purchasing documentation including, but not limited to, Supplier Quality Manual, terms and conditions, purchase requisitions / purchase orders, engineering drawings, or other specified documents. Suppliers shall comply with applicable export compliance, Customer and/or Government Furnished Equipment requirements, Non-conforming Material, configuration control, calibration and tool control requirements, and quality records requirements. Suppliers shall flow these requirements to sub-tier suppliers whenever transferring work outside of their facilities.

This SQAM applies to all external suppliers and sub-tier suppliers that furnish products, processes, or services incorporated into contractually deliverable end items produced by MSP Aviation.

This SQAM applies to:

- Customer-designated-source, sole-source, and sub-tier suppliers.
- Suppliers that perform calibration, manufacturing, inspection, and/or testing services.
- Suppliers that perform special processes (ANSI, ASTM, MIL, NADCAP, SAE, etc.).
- Distributors of standard catalog hardware (AN, MS, NAS, etc.).

This SQAM does not apply to:

- Any suppliers in which a Statement of Work (SOW) has been agreed upon and signed by all parties involved.
 - The SOW will take precedence over these requirements.
- Distributors of office equipment and office supplies.
- Facilities, janitorial, landscape, or maintenance services or supplies.
- Freight or transportation carriers and packaging suppliers.
- Sales or representative type suppliers.
- Training or consulting services.

2. REFERENCE DOCUMENTS

MSP Aviation Forms

- AS9102 Forms AS9102 Form 1, Form 2, & Form 3 (or approved supplier equivalent)
- QA117 Supplier Quality Survey
- QA 204 Conflict Minerals (Use of Industry Standard Forms is acceptable)

3. ACRONYMS

ANSI American National Standards
ASQ Institute American Society for Quality

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AWS	American Welding Society
CARC	Chemical Agent Resistant Coating
C of C	Certificate of Conformance or Compliance (or equivalent)
CWI	Certified Welding Inspector
ESD	Electrostatic-Discharge
FAI	First Article Inspection
FAIR	First Article Inspection Report
FOD	Foreign Object Debris/Damage
MRB	Material Review Board
NIST	National Institute of Standards and Technology
PO	Purchase Order
SCARs	Supplier Corrective Action Requests
SDS	Safety Data Sheets
SIR	Supplier Information Requests
SQAM	Supplier Quality Assurance Manual

4. REQUIREMENTS

4.1. Roles and Responsibilities

4.1.1. Buyer:

The Buyer is the designated point of contact for communicating requirements and authorizing work to suppliers through the generation and issuance of purchase orders and/or other documentation. Buyers are responsible for communicating changes to the supplier, in writing, by modifying and/or amending the purchase order. Changes should be evaluated for their impacts on affected hardware (in-stock, in-process, in-assembly, in-service) and/or tooling prior to implementation.

4.1.2. Quality Engineer/Manager:

The Quality Manager or designee evaluates, interprets, and determines product quality requirements, interfaces with customer representatives and internal stakeholders concerning quality issues, dispositions nonconforming material, determining the necessary containment actions, corrective, and/or preventive actions, reviews and approves Supplier Information Requests (SIR), and documenting Quality Engineering issues. The Quality Manager or designee also communicates quality issues detected during inspection activities to internal stakeholders and to the suppliers, reviews SIRs, qualifies and evaluates supplier performance, issues Supplier Corrective Action Requests (SCARs) and tracks them until completion, and maintains internal quality records on suppliers.

4.1.3. Supplier:

The supplier is responsible for acknowledging and ensuring compliance to the requirements listed herein as required by the purchase order. Any conflict or supplier's inability to meet the stated requirements **shall be communicated immediately to the buyer**. For those requirements that impose MSP Aviation approval of documents, processes, procedures, etc., MSP Aviation approval does not relieve the supplier of the responsibility for the quality of the product and adherence to the purchase order and two-dimensional drawing or three-dimensional model requirements.

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4.2. Terms & Conditions

4.2.1. General Requirements – Applies to every Purchase Order without exception

FORMATION OF CONTRACT

This Agreement constitutes the terms and conditions that govern all Purchase Orders issued by MSP Aviation (the Buyer) to Supplier (the Supplier) for products (the Product). Any different or additional terms of Supplier contained in any document whatsoever are hereby objected to and rejected by Buyer. Supplier's performance under this Agreement and/or Purchase Order shall constitute acceptance of this Agreement.

ACCEPTANCE

Any Purchase Order provided herein is an offer by Buyer which must be accepted by Supplier without change or modification to become binding. No acknowledgement is an acceptance if it contains any terms or conditions different from, or in addition to, the provisions of the Purchase Order. In the event the Purchase Order operates as an acceptance of Supplier's offer, such acceptance is conditioned upon Supplier's assent to any terms or conditions contained therein that differ from, or are in addition to, the terms and conditions of the Supplier's offer. No modifications of the foregoing terms and conditions shall be effective unless agreed to in writing. If a Purchase Order is issued pursuant to a separately signed master agreement between MSP Aviation and Supplier, the terms of such master agreement shall apply to the extent such terms and conditions are more advantageous to Buyer than the terms and conditions contained herein. A request for quote, promise of purchase, or other verbal or written inquiry regarding product should be constructed by Supplier as a forecasting tool only and not a request by Buyer for product or shipment. MSP Aviation will not be held responsible for any Product produced or shipped by Supplier in response to such requests, promises or inquiries.

COMPLETION AND SUBMISSION OF THE FOLLOWING FORMS

QA117	Supplier Quality Survey
QA204	Conflict Minerals (Use of Industry Standard Forms is acceptable)
NDA	Non-Disclosure Agreement

DELIVERY

Time is of the essence in the performance of this Agreement and all deliveries are to be made in quantities and at times specified. Delivery shall occur at the place and in the manner indicated on the face of the Purchase Order.

a) Early Delivery

MSP Aviation may either retain Product received in advance of requested delivery schedule or return them to the Supplier at Supplier's risk and expense. If retained, payment and discount shall be based on the scheduled delivery dates.

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b) Late Delivery

In the event Supplier fails to deliver as and when specified, MSP Aviation reserves the right to cancel the Purchase Order, or any part thereof, without prejudice to any of its other rights and remedies. Supplier agrees that MSP Aviation may return part or all of any shipment so made, and if the Purchase Order calls for partial shipment, the balance may be canceled or suspended. Buyer further reserves the right to charge Supplier any expedited routing charges or any loss or expense sustained because of said failure to deliver as and when specified.

QUALITY SYSTEM & FLOW DOWN

Supplier shall maintain a documented Quality System that is compliant to ISO9001:2015 at a minimum. MSP Aviation reserves the right to perform an on-site audit of the Suppliers' Quality Management System.

- Supplier is responsible for ensuring all inspection, tests, and calibrations necessary to substantiate that the products, materials, or services furnished under the purchase order/contract conform to all requirements.
- Supplier shall maintain controls over nonconforming products/materials including the identification and segregation of defective products/materials.
- Supplier shall have an effective corrective action system to identify and eliminate defects.
- Upon completion of their purchase order, the Supplier shall retain all manufacturing, inspection, and test records (including nonconformance and corrective action reports) on file for a minimum of eleven (11) years unless otherwise specified in the purchase order. **(FAA driven requirement)**
- Supplier shall flow down requirements of this purchase order to sub-tier suppliers, including the awareness requirements of AS9100 D section 7.3 (Pasted Below).

Awareness

The organization shall ensure that persons doing work under the organization's control are aware of:

- a. the quality policy;*
- b. relevant quality objectives;*
- c. their contribution to the effectiveness of the quality management system, including the benefits of improved performance;*
- d. the implications of not conforming with the quality management system requirements;*
- e. relevant quality management system documented information and changes thereto;*
- f. their contribution to product or service conformity;*
- g. their contribution to product safety;*
- h. the importance of ethical behavior.*

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MRB AUTHORITY

The supplier **does not** have MRB authority to accept or repair non-conforming product. Non conformances on final deliverable product to the purchase order, drawing, specifications or applicable documents must be submitted to MSP Aviation for approval prior to shipment. Supplier may request clarification, waiver or deviate from drawing or specifications using MSP Aviation SIR (Supplier Information Request), form number SIF-PRO-015*.

*The SIR form can be used for the following:

- Clarification of the purchase order associated Q-Notes, terms, and conditions, referenced drawings or models, specifications, and Gerber files.
- Request for deviation to drawing, model and/or specification.
- To request a permanent change to drawing and/or specification requirements.
- Request for part substitution.

Supplier shall complete the SIR and submit to MSP Aviation's Purchasing Department for review and approval. A copy of the approved SIR must accompany the shipment to MSP Aviation. Obtain this form through the MSP Aviation Buyer.

FOD PREVENTION

Supplier shall develop and maintain a Foreign Object Damage/Debris (FOD) Prevention Program compliant with NAS 412.

HANDLING, PRESERVATION, PACKAGING, AND SHIPPING

Unless specific packaging instructions are referenced on the purchase order, the Supplier shall ensure that Products supplied are protected from damage during production, inspection, packing and shipping operations. All shipments shall be prepared in a manner that follows good commercial practice, acceptable to common shipping carriers at the lowest rate, and adequate to ensure safe arrival. Products found to be damaged upon receipt are subject to rejection and will be returned to Supplier. Static generating materials (such as Styrofoam and plastic) shall not be used as primary packaging in direct contact with the parts/materials where ESD is a concern. The Purchase Order number and part number must appear on all invoices, packages, packing slips, or correspondence pertaining to the Purchase Order. All shipments shall be accompanied by an itemized packing list.

SHIPPING DOCUMENTS

Shipments to include:

- Pack slip.
- Supplier Name.
- MSP Aviation Part number.
- MSP Aviation Revision Level
- MSP Aviation contract number (PO#).
- Line/release number (when applicable).

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- Quantity delivered.
- Certificate of Conformance and Certificate of Analysis and/or Certificate of Conformance of the raw material
- A signed C of C by the Suppliers head of quality or company officer (or their authorized delegate) attesting that all products and/or services delivered are in compliance with all contract requirements shall be furnished with each shipment to MSP Aviation, All C of C's must be in the English language and may be in electronic format with electronic signatures. All signatures or signature blocks must clearly show title of the signatory. The C of C shall include:
 - Supplier Name.
 - MSP Aviation Part number and Supplier Part Number.
 - drawing/specification revision.
 - MSP Aviation contract number.
 - line/release number (when applicable).
 - Quantity delivered.
 - Packing list/shipper number (when applicable).

When additional certifications/test reports are required for special processing, raw material, etc. the requirements will be specified on the contract.

LABELING

Boxes must be labeled and contain the following information:

- MSP Aviation Part Number
- MSP Aviation PO Number
- MSP Aviation Revision level
- MSP Aviation Line # and Release Number
- Quantity

CHANGES TO PURCHASE ORDERS

MSP Aviation may make any changes to open Purchase Orders at any time. If any such change causes an increase or decrease in the cost of or the time required for completion of a Purchase Order, an equitable adjustment shall be made in the Purchase Order price, the delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. If Supplier changes any of its Products or processes to manufacture Products delivered pursuant to a Purchase Order, Supplier shall notify Buyer six (6) months before the change or as early as possible.

PURCHASE ORDER CANCELLATIONS

If the Buyer cancels a Purchase Order or any portion thereof, Supplier shall employ reasonable efforts to mitigate any costs to Buyer.

BUYER TOOLING

Government, Customer or MSP AVIATION owned property ("Tooling") is:

- Tooling, test equipment and material supplied by MSP Aviation for use in the performance of a Purchase Order.

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- Tooling, test equipment and material made by the Supplier and paid for by MSP Aviation in the performance of a Purchase Order.

Any Tooling separately furnished to Supplier by MSP Aviation is the sole property of the Buyer. Supplier shall use the Tooling exclusively for the manufacture or assembly of MSP Aviation products. Supplier agrees to store, protect, maintain, and ensure the Tooling at its cost in accordance with best commercial practices but with no less care than Supplier uses in the storage of its own property of similar value.

a) Control of Tooling, Test Equipment and Material

The supplier shall have a system, which includes written procedures for control of all tooling, test equipment and material. Procedures shall be in accordance with the controls specified within this Terms and Conditions.

b) Receiving and Identification

Each individual piece of test equipment and tooling acquired shall be marked in a permanent manner with the appropriate identification number and ownership as provided by the Buyer. If not otherwise specified, all equipment that is used to determine acceptance of material will be subject to, as a minimum, an initial inspection and calibration, and a re-inspection and re-calibration every six (6) months thereafter.

c) Records

The supplier shall maintain a record of all Government/customer and MSP Aviation owned property. The list shall include:

- Description and gage/tool name
- Identification number (applicable to equipment, tooling, test equipment, gages, etc.)
- Part Number (applicable to material)
- MSP Aviation Purchase Order number, contract, or equivalent code
- Part numbers used to manufacture
- Unit of measure (material)
- Quantity (if other than 1)
- Unit price

When the property is transferred to another supplier or returned to MSP Aviation, supplier is required to maintain the records of the move for 5 years.

d) Physical Inventory

Supplier is required to perform a physical inventory of all the Government/customer or MSP Aviation owned property upon request from Buyer. A copy of the Supplier’s inventory reconciliation must be submitted to the Buyer, unless otherwise specified.

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e) Maintenance

Maintain the calibration on all the gages as shown in ISO10012-1 or ANSIZ540. Maintain, protect, and preserve tooling and test equipment.

f) Disposition

Retain all Government/customer or MSP Aviation owned property until disposition directions are received from the Buyer. Supplier is required to report immediately to the Buyer any loss, theft, or destruction of, or damage to, the Government/customer or MSP Aviation owned property while in its possession.

g) Furnished Property Provided on an "As Is" Basis

All Government/customer or MSP Aviation owned property is provided on an "as is" basis. Buyer and the Government/customer make no warranty whatsoever with respect to the property authorized for use "as is". The supplier may repair any Government/Customer or MSP Aviation property made available on an "as is" basis. Such property may be modified only with written permission of Buyer. Any repair or modification of such property furnished "as is" shall not affect the title of the Government/customer or MSP Aviation.

CALIBRATION

Calibration system must be compliant to ISO 17025, ANSI Z540-1, or ANSI Z540.3.

SAMPLING PLAN

Sampling Plans are IAW ANSI/Z1.4 or better unless otherwise approved by Supplier Quality Engineer.

GENERAL VISION REQUIREMENTS

Suppliers to have the following vision requirements:

- All inspectors performing to this procedure shall successfully pass an annual eye exam by a medically qualified / trained person in accordance with ASQR-01 and the table below:
- Intervals shall not exceed one year.
- Individuals shall be tested in at least one eye, either corrected or uncorrected.
- Color Perception testing is required one time only. Individuals shall be capable of adequately distinguishing and differentiating colors used in the method for which certification is required, the process being performed or inspection activity. Documentation shall be retained 11 years.
- NDT Requirements
Near-Vision Eye Examination requirements for persons performing Nital / Temper Etch shall be Jaeger type 2 – 20/30 or equivalent. For Inspectors certified to the requirements of NAS410 (NDT) or Mil-STD-867 (Nital / Temper Etch), and for personnel performing visual

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inspection of welds, Supplier may administer their own eye examinations per the standard.

Records shall be retained for each individual.

Individual Performing	Shall be compliant with minimum vision requirements of
Visual Inspection (i.e., calibration, non-weld, in-process, layout, dimensional)	Near Vision requirements of <ul style="list-style-type: none"> • Snellen 14/18, (20/30, or • Jaeger 2
Visual Inspections on Welds	American Welding Society Standard (AWS) D17.1
Vision Inspections on Color	FM-100 Hue Test

FIRST ARTICLE INSPECTION (FAI)

The Supplier shall perform and document First Article Inspection in accordance with SAE AS9102 (latest revision in affect at time of Purchase Order placement). The Supplier shall perform FAI the first time the Supplier produces an item for MSP Aviation or if it has been greater than 24 months since the last production of that item or there is a change to the drawing for that item. All drawing notes and dimensions shall be verified. Inspection and measurement results shall be recorded, including actual measurements with location identified. The FAI test report, sample and material certifications for all raw materials and finishes (see Q4) shall be included with the shipment. The Supplier shall attach a removable tag to the part identifying it as the "First Article Sample".

Note: Tag or Identify part that the FAIR was performed on.

Notes:

- This requirement is not applicable to Commercial Off the Shelf parts.
- (Applicable to Machined/Fabricated Parts): If the First Article requirements have been met then the applicable "Additional Requirements for Machined/Fabricated Parts" of Q37 are imposed for each shipment.
- Make sure all the notes and requirements in the Title Block are captured.

NOTIFICATION REQUIREMENT

Supplier is required to notify MSP Aviation when any of the following occur:

- Changes to QMS Certification.
- Changes to FAA certifications.
- Notice of escapes (Non-conforming Product).
- GIDEP Alerts.
- Company Changes i.e., Change in Quality Leadership, change in Managerial Leadership (Senior leadership).
- Cage Code Changes.
- Etc.

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CHANGE NOTIFICATION

No Changes to Process, Material, or location without notification. Based on the change, MSP Aviation will request a validation plan. MSP Aviation to respond within 7 days of notification.

Corrections to documents can be accomplished by the following methods:

- Reprint the document.
- Cross out the incorrect data with a single line, initial (Sign or stamp) and date.
- “White Out” and Correction Tape are not acceptable.

CONTROL AND RELEASE OF MSP AVIATION FURNISHED DOCUMENT

Documents furnished by MSP Aviation to the Supplier are furnished solely for the purpose of doing business with MSP Aviation. Proprietary documents may be furnished to the Supplier in hard copy, electronic or other media. The Supplier is responsible for controlling and maintaining such documents to preclude improper use, loss, damage, alteration and/or deterioration. Unless authorized by the MSP Aviation Buyer in writing, the Supplier may not transmit or furnish any MSP Aviation furnished documents, or copies of such documents, to anyone outside the Supplier's business organization except to a sub-tier source used by the Supplier for performance of work on the MSP Aviation contract. The Supplier shall return to MSP Aviation, or purge electronic copies of, all proprietary documents.

BUSINESS CONTINUITY PLAN

Supplier shall ensure their Company has robust Business Continuity Plan (BCP) in place that includes disaster recovery and preparedness. The BCP shall detail what the Company would do if key People, Processes or Technology were to become unavailable. This BCP shall be applicable, including but not limited to, natural disasters, labor disputes, lockouts, evictions, power or systems failures, hazardous spills, fire, floods, explosions, sabotage, riots, war, or other civil disturbances, and voluntary or involuntary compliance with any laws, regulations, or requirements of any government authorities. The Supplier’s BCP should also include planned actions to mitigate any disruptions in supply from critical sub-tiers.

CONTROL OF SUB-TIER SUPPLIERS

The Supplier, as the recipient of the contract, is responsible for meeting all requirements, including work performed by the Supplier's sub-tier Suppliers (also known as Sub-Suppliers or subcontract Suppliers). When the Supplier uses sub-tier sources to perform work on products and/or services scheduled for delivery to MSP Aviation, the Supplier shall include (flow-down) on contracts, to its sub-tier sources, all of the applicable technical and quality requirements contained in the MSP Aviation contract, including quality system requirements, regulatory requirements, and the requirement to document and control 'key characteristics' and/or 'key processes,' and to furnish certifications and test reports as required. MSP Aviation and its customers reserve the right of-entry to sub-tier facilities, subject to proprietary considerations.

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STATISTICAL PROCESS CONTROL

Where applicable, the Supplier is required to apply effective statistical process controls. Suppliers should consult the Statistical Process Control (SPC) manual published by AIAG for guidance, methods, examples, and related reference information.

PREVENTATIVE MAINTENANCE

The Supplier should identify key process equipment and provide resources for machine/equipment maintenance activities and develop an effective planned total preventive maintenance system.

SOURCE INSPECTION

Supplier's products or services may be subject to source inspection by MSP Aviation, representatives of MSP Aviation or applicable government or regulatory agencies. Source inspection requirement will be included on the contract and may apply to any and all operations performed by the Supplier or the Supplier's sub-tier sources, including prior to delivery of products to MSP Aviation. The Supplier shall provide the necessary access, equipment and resources required to effectively accomplish the source inspection.

WARRANTIES

Supplier warrants to Buyer that each Product shall be: (a) free from defects in design, workmanship, materials, and manufacture; (b) comply with all requirements of this Agreement, including specifications; (c) of merchantable quality; (d) fit for intended purposes; (e) free from all defects of title; and (f) in compliance with all applicable laws (the "Product Warranty"). The Product Warranty shall inure to the benefit of the MSP AVIATION, its customers, end users and successors. Supplier agrees to offer non-warranty repairs that are within its capabilities and will provide timely estimates for each non-warranty repair when requested by the Buyer. If any Product is recalled by Supplier, whether voluntary or as required by law, Supplier shall bear all costs and expenses of such recall, including without limitation, the costs associated with notifying customers, shipping, and fulfilling obligations to third parties arising from the recall.

CRISIS MANAGEMENT

a) Notification

The Supplier must use best efforts to notify MSP Aviation within 24hrs if they experience an incident, including but not limited to those listed in above, that may impact their ability to make their scheduled shipments to MSP AVIATION.

b) Sub-Tiers

Supplier must notify MSP Aviation within 24 hours of receiving notification that any of their critical sub-tier suppliers or processors have experienced an incident, including but not limited to those listed above, that may impact their ability to provide materials or components to the Supplier that are required in the manufacture or assembly of end product.

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c) Disaster Recovery

In the event of a supply interruption, MSP Aviation may engage the Supplier to collaborate on recovery. Supplier is expected to fully support any such engagement until the delivery schedule to MSP Aviation is recovered.

PAYMENTS

All invoices shall include the Purchase Order number, part number and shipment date. Payment of an invoice does not constitute acceptance of the product by MSP Aviation and is subject to adjustment for errors, shortages, rejects or any other failure of Supplier to strictly meet all the requirements of the Purchase Order. Supplier shall send all invoices to:

MSP Aviation Inc
239 W Grimes Lane
Bloomington, Indiana 47403
Attn: Accounts Payable

The Supplier assumes responsibility for the confirmation of receipt for any invoices sent electronically. Invoices may be sent electronically to jgoode3@msp-aviation.com.

INDEMNIFICATION

Supplier shall indemnify, defend and hold harmless MSP Aviation and its affiliates, agents, representatives, customers, assigns and successors from and against any damages, liabilities, costs and expenses (including reasonable attorneys’ fees) arising from Supplier’s breach of this Agreement, failure to comply with any applicable law, and any third party claim of injury or damage to a person or property as a result of the use of the Product or a claim that any Product infringes on any copyright or patent, misappropriates a trade secret, or otherwise violates an intellectual property right of a third party.

INTELLECTUAL PROPERTY

All technology embodied in and related to the Product, including but not limited to design, specifications and intellectual property embodied therein, all improvements, developments, derivatives, and modification thereto remain the exclusive property of MSP Aviation. Notwithstanding the foregoing, proprietary technology developed solely by the Supplier and used in manufacture of Products, including all intellectual property embodied therein, shall remain the exclusive property of the Supplier.

CONFIDENTIAL INFORMATION

Both parties shall keep confidential and not disclose to any third party or use for its own benefit of for the benefit of any third party, any information that should reasonably be treated as confidential or proprietary. The Supplier shall limit access to Confidential Information to its employees and agents who need to know such information for carrying out the activities contemplated by this Agreement. The identity of Buyer’s customers shall be treated by Supplier as Confidential Information. The foregoing obligations remain in effect after termination or expiration of this Agreement.

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INSURANCE

Supplier shall maintain and carry commercial general liability insurance, which includes but is not limited to employer’s liability, workman’s compensation, general liability, public liability, property damage liability, product liability, completed operations liability and contractual liability in the amount of \$200,000.

GOVERNING LAW

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Indiana.

LABOR

Supplier shall comply with all applicable federal labor standards.

RAW MATERIAL CONTROL

For MSP Aviation, in those cases where the Supplier elects to use more than one lot of raw material, the Supplier shall ensure, document, and furnish positive traceability of each individual product to the raw material certification/test report that represents the raw material from which each of the products was manufactured. Traceability shall be provided by identifying the raw material heat, lot, batch or melt number from the certification/test report on the product and/or on packaging (when used), or the products segregated and identified.

COUNTERFEIT PREVENTION PROGRAM

All suppliers shall plan and take appropriate action to prevent the migration of counterfeit parts and assemblies into products being delivered under this order. All Suppliers must meet the same Certificate of Conformance requirements as those required from an OEM or Franchised Distributor. If the certificate requirement cannot be met, the inspection and test requirements defined below must be met. All suppliers shall provide their own certification that warrants parts to be “original” (that is not used, refurbished, or reworked). If supplier cannot provide this certification, the parts may not be procured.

Electrical Component Suppliers are responsible to validate any Mil-Spec Electronic Component delivered against an MSP Aviation purchase order to have a date code that falls within the time frame listed in the QML and the Manufacturers Designating Symbol. The supplier shall assure the date code and the manufacturers’ location is within all time constraints of the QML.

INSPECTION AND TEST REQUIREMENTS:

If any source of supply cannot provide a Certificate of Conformance certifying the component is the part number being procured on the MSP Aviation Purchase Order AND establishing traceability to the Original Equipment Manufacturer, the component may only be procured if the following inspection and test requirements are met. All

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inspection and testing performed to satisfy the conditions of this Q-Note shall be performed by an MSP Aviation approved test laboratory. The test laboratory may be an independent, 3rd party lab or an in- house lab that is affiliated with an approved Independent Distributor. Test results will not be accepted from non- approved Test Laboratories. The supplier (Broker or Independent Distributor) is responsible for ensuring the required testing listed on purchase order is performed and that test results for the product supplied to MSP Aviation are compliant.

Documentation Requirements:

Documentation requirements shall be in accordance with this Document and/or as directed by MSP Aviation purchase order.

INSPECTION

All products delivered and services performed under this Agreement are subject to inspection, surveillance and testing at all times and places, including the place of manufacture. All inspections and tests required by the drawing and procurement specifications must be performed prior to shipment to MSP Aviation. Buyer has the right to inspect/test Products and to reject all Products which, in MSP Aviation sole judgment, are defective or in noncompliance with specifications or drawings referenced in the Purchase Order. Supplier and Supplier’s subcontractors shall provide and maintain an inspection system acceptable to Buyer. Goods rejected may be returned to Supplier at Supplier’s expense. In addition to recovery of damages, MSP Aviation reserves the right to require replacement of such goods.

OBSOLESCENCE

Supplier shall provide notice to MSP Aviation in the event of discontinuance of any Products.

SHELF-LIFE COMPOUNDS APPLIED TO PRODUCTS

Supplier shall maintain a documented system for identification and control of limited shelf-life compounds (e.g., adhesives and paints) so that compounds that have expired shelf life are not used on product shipped to MSP Aviation.

DIGITAL PRODUCT DEFINITION (DPD)

When design requirements are in a DPD format and traditional 2D drawing information is not available for all applicable design requirements, DPD design characteristics required for product realization shall be extracted, verified, and included in the FAIR. The organization shall:

1. Establish a process to extract the applicable DPD design characteristics.
2. Extract the DPD design characteristics required for product realization.
3. Ensure the production, inspection, and operations requiring verification have been completed as planned to achieve DPD design characteristics.

ORDER OF PRECEDENCE

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The Terms and Conditions Clause establishes the order of precedence. MSP Aviation drawings and specifications will take precedence over the requirements of this document unless otherwise stated on the Purchase Order.

4.2.2. Industry Specific Requirements

Fabricated Parts

MIL-C-5541 Class 1 or Class 3 is superseded by MIL-DTL-5541. MIL-DTL-5541 states when a type is not specified on a drawing to default to Type 1 – MSP Aviation concurs with this default unless specified otherwise.

Conversion Treatments (Chem Film, Anodize, & Plating) to be performed by NADCAP certified facilities. MSP Aviation may consider a waiver if the organization is in the process of being certified or prior written approval from the MSP Quality Manager/Engineer. An audit of the facility may be required.

Welding to be performed by an AWS certified Welder, inspection to include X-Ray & Salt Entrapment or Dye Penetration, by an AWS CWI, print requirements take precedence.

When the following Primers and Topcoats are specified; they shall be processed IAW MIL-DTL-53072 (latest Revision) when the drawing does not specify MIL-DTL-18264 or MIL-F-18264:

- MIL-PRF-22750 Coating, Epoxy, High-Solids.
- MIL-PRF-23377 Primer Coatings: Epoxy, High-Solids.
- MIL-PRF-32348 Powder Coating, Camouflage Chemical Agent Resistant Systems.
- MIL-DTL-32459 Coatings, Anodic for Magnesium and Magnesium Alloys.
- MIL-PRF-32550 Metal-Rich Primer.
- MIL-DTL-53022 Primer, Epoxy Coating, Corrosion Inhibiting Lead and Chromate Free.
- MIL-DTL-53030 Primer Coating, Epoxy, Water Based, Lead and Chromate Free.
- MIL-DTL-53039 Coating, Aliphatic Polyurethane, Single Component, Chemical Agent Resistant.
- MIL-DTL-53084 Primer, Cathodic Electrodeposition, Chemical Agent Resistant.
- MIL-DTL-64159 Camouflage Coating, Water Dispersible Aliphatic Polyurethane, Chemical Agent Resistant.
- MIL-DTL-81706 Chemical Conversion Materials for Coating Aluminum and Aluminum Alloys.
- MIL-T-81772 Thinner, Aircraft Coating.
- MIL-PRF-85582 Primer Coatings: Epoxy, Waterborne.
- MIL-PRF-85285 Coating: Polyurethane, Aircraft, and support Equipment.

When the part ordered is an assembly of 3 or more fabricated parts (Not COTS), Q36 will apply. (Source verification of FAIR)

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Casted Parts (Investment or Sand)

Investment Casting to be inspected per AMS-STD-2175 Class 4 Grade C which requires X-Ray and 100% dye penetration testing, print requirements take precedence.

Sand Casting to be inspected per AMS-STD-2175 Class 4 Grade C which requires X-Ray and 100% dye penetration testing, print requirements take precedence.

CCA Manufacturing / PWB Industry

CCAs are to be certified and inspected to IAW IPC 610 or equivalent.

Microelectronics are inspected IAW MIL-STD-883.

Hybrid are inspected IAW MIL-STD-1772.

PWB are to be certified per Product Classification as follows:

- a. Military Applications to MIL-PRF-31032 or MIL-PRF-55110 and inspected to IPC 600 class 3.
- b. Commercial Applications are to be certified to IPC-6012 Class 2 and inspected IAW IPC-600 class 2.

Optics Industry

Glass products are to be manufactured and inspected IAW MIL-PRF-13830 or as specified on the drawing.

- a. Inspection guidelines for Scratch / Dig.
- b. Glass to have Chamfer unless specified otherwise.

4.3. Quality Notes

These Q-Notes will apply to the Purchase order unless the supplier specifically requests an exemption. All exemption requests will be reviewed by MSP Aviation and accepted or disapproved accordingly.

4.3.1. Quality Assurance Requirements

Q1 Document Retention

The supplier must retain all quality-related documents for a minimum of 11 years and shall include but are not limited to, such items as: Receiving/ Receiving Inspection, First Article Inspections, In-Process and Final Inspection results, Traceability and Serialization, Calibrations, completed Manufacturing Plans, Process Certifications, actual test data of all tests performed, and any other applicable inspection documents. All Inspection and test data are to be made available for review by MSP Aviation and/or Government Representative upon request. This requirement shall be communicated by Supplier to all its sub-tier suppliers.

Q2 Right of Access

The supplier will permit MSP, its customers, and regulatory Agency Representative access to all facilities and pertinent quality records pertaining to this Purchase Order at the expense of the supplier.

Q3 Notification of Nonconformance

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The supplier will notify MSP via e-mail to sales@msp-aviation.com of any non-conformance. Under no circumstances do we grant disposition of non-conforming product.

Q4 Material Review

The supplier is NOT authorized to deviate from the supplied documentation unless authorized in writing prior to shipment.

Q5 Special Processes

All suppliers shall provide Certificates of Conformance or test reports, as required in execution of this Purchase Order.

Q6 Flow Down of Requirements

The supplier shall impose requirements upon his vendors as appropriate to maintain compliance with the requirements of this purchase order. If any changes to the manufacturing method or programs are required, the supplier must notify MSP.

Q7 Vietnam Era Veteran's Recovery Act

The supplier shall comply with the Equal Opportunity for Disabled Veterans and Veterans of the Vietnam Era Act Federal Acquisition Regulations (FAR) part 52.222-35: Section C.1 Federal Regulations (g) and Section C.15: 41 CFR 60-250.5

Q8 EEO

If the value of this award is greater than \$10,000, the supplier shall comply with the provisions of FAR part 52.222.26 Executive Order 11246, as amended, and 41CFR60

Q9 Corrective Action Response

Supplier shall provide written response to MSP's Supplier Corrective Action notice, detailing corrective action, root cause, and preventative measures for observed non-compliances to the Purchase Order requirements.

Q10 Quality System

The supplier shall as a minimum maintain a quality management system certified to applicable ISO 9000 series and/or AS9000 series quality standards or maintain a quality management system which complies with industry standards and specifications which is appropriate to the type of product.

Q11 Chemical and Physical

When required on the face of this Purchase Order, the supplier shall furnish reports documenting the physical and chemical characteristics of the articles supplied.

Q12 Preference for Domestic Specialty Metals

The supplier shall comply with DFARS 252.225-7014-1

Q13 Vendor Survey

A new Supplier shall complete a Vendor Survey and agree to comply with Terms and Conditions.

Q14 Sub-Tier Approval

Hardcopies of this document may not be the current revision. Verify the revision level before use.

The information contained in this document is confidential, privileged, and may not be used, published, or redistributed without the prior written consent of MSP Aviation.

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The Supplier shall not contract work to any sub-tier vendor until MSP has reviewed the sub-tier vendor's ability to perform and understanding of the work requirements.

Q15 Suppliers Material/Process

The Suppliers must provide the applicable specification page for all materials and/or processes. Material Test Reports - A Material Certification Test Report is required with each shipment. The test report shall state that the material has been tested, inspected, and found to be compliant with the applicable drawings/specifications. The test report shall list the specifications/drawings including revision to which the material has been tested and traceability to the material lot. The test report shall contain the actual measurements for chemical, mechanical, and physical properties.

Q16 Measurement Traceability

Measuring equipment shall be calibrated against measurement standards traceable to international or national measurement standards; where no such standards exist, the basis used for calibration or verification shall be recorded.

Q17 Certificate of Conformance

A signed Certificate of Conformance is required with all shipments. The C of C shall state that the parts or materials meet all the requirements of this order. In addition, the C of C must provide traceability to a specific manufacturing control identifier by means of a lot, batch, or date code. If the parts or material were not manufactured by the Supplier, the name and address of the original manufacturer must be identified. The C of C shall include MSP Aviation's PO number, Part Number, applicable drawing/specification number, revision, and quantity in shipment. The C of C shall be signed by the Supplier's authorized Quality representative.

Q18 Compliance with Law

- (a) Supplier shall comply with all the applicable provisions of all Federal, State, and Local laws and ordinances and all lawful orders, rules, and regulations hereunder; and such compliance shall be a material requirement on this contract. This shall include, but shall be limited to compliance with FAA, DOT, and other transportation regulations; as well as the Hazard Communication Standard promulgated pursuant to the Occupational Health and Safety Act.
- (b) Supplier shall control the dissemination of and access to technical data, information and other items received under this contract in accordance with U.S. export control, Foreign Corrupt Practices Act and other foreign laws and regulations.
- (c) Supplier shall comply with DFAR 252.225.770 Prohibition on Acquisition of USML items.
- (d) Supplier agrees to inform Purchaser of line item "part" export classification and foreign person(s) involved and any subsequent changes.

Q19 Safeguarding of Unclassified Controlled Technical Information (Cybersecurity)

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The Supplier shall comply with DFARS 252.204.7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (Applies when the Supplier has unclassified controlled technical information resident on or transiting through Purchaser’s unclassified information systems). Suppliers that provide services or products being sold to the Department of Defense (DoD) are required to comply with the minimum cybersecurity standards set by Defense Federal Acquisition Regulations (DFARS) 48 CFR § 252.204-7012. All DoD contractors that process, store or transmit Controlled Unclassified Information (CUI) must meet DFARS minimum security standards. DFARS provides a set of adequate security controls to safeguard information systems where contractor data resides. Based on NIST 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations”, manufacturers must implement these security controls through all levels of their supply chain. A minimum of CMMC Level 1 is required. CMMC Level 3 may be required per contractual requirements.

Q20 Counterfeit Parts Prevention

The supplier shall establish and maintain a Counterfeit Parts/Material Prevention and Control Plan per P20 using AS5553 section 4 (Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition), and AS6174 section 3 (Counterfeit Material, Assuring Acquisition of Authentic and Conforming Material) to ensure that counterfeit goods are not delivered to MSP Aviation.

Q21 Code of Ethics

The Supplier represents that is has neither received nor given any gifts, gratuities, nor participated in any other conduct relating to this order that violates the Buyer’s Code of Ethics and Business Conduct. Furthermore, the supplier affirms it conducts its business fairly, impartially, and in an ethical manner. All personnel involved in producing products or services associated with this purchase order are to be made aware of their contribution to product safety.

Q22 Registration, Evaluation, Authorization, and Restriction of Chemicals Regulation & Substances of Very High Concern (REACH/SVHC)

In relation to REACH, Supplier shall fully cooperate with buyer to fulfill all obligations under REACH including: (i) Supplier Shall deliver products to Buyer that do not contain any substances that are prohibited under such REACH regulations or that require registration and have not been duly registered under REACH; (ii) Supplier shall notify Buyer of any REACH substances of very high concern (SVHC) exceeding 0.1% by weight of the individual article being supplied by Supplier and shall only deliver components that contain SVHC (a) that have been authorized for their specific use or (b) the relevant use of which is exempted from authorization; (iii) Supplier shall submit to Buyer duly completed Material Declaration Forms and, to the extent necessary, Safety Data Sheets and/or safety information; (iv) Upon request, Supplier shall provide all information showing that Supplier has fulfilled its obligations under REACH

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(including registration and pre-registration numbers of the relevant substances);
(v) Supplier shall comply with the obligations stipulated in REACH related to the identification, notification and/or authorization of substances appearing on the Candidate List or the Authorization List to the ECHA; (vi) Supplier shall comply with the obligations stipulated in REACH related to the restriction of substances as set out in REACH; and (vii) Supplier shall comply with the obligations relating to the classification, labelling and packaging of products as set out in Regulation (EC) No 1275/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures.

Q23 Conflict Minerals (CMRT)

Supplier asserts that no “Conflict Minerals” were used in the processing of this product. The United States Conflict Minerals rule requires companies to provide a report to the U.S. Securities and Exchange Commission (SEC) on the due diligence processes in place to determine conflict mineral sources. Companies must also disclose the chain of custody used to avoid obtaining 4 specific minerals from countries adjacent to and including the Democratic Republic of the Congo (DRC) that are known to finance or benefit armed groups (Legal Reference: Dodd-Frank Act).

Q24 Anti-Slavery & Human Trafficking

All MSP Aviation agents and subcontractors must agree to comply with the Anti-Slavery and Human Trafficking Policy and all applicable anti-trafficking laws and regulations such as FAR 52.222-50 and FAR 52.222-56. MSP Aviation agents and subcontractors must have procedures to prevent trafficking in persons and to monitor, detect and terminate any agents, subcontracts or subcontractor employees that have engaged in such activities.

Q25 FOD Prevention

Supplier shall maintain a Foreign Object Damage/Debris (FOD) Prevention Program compliant with NAS 412

Q26 Notice of Escape (NOE)

Supplier shall provide written notification to MSP when a nonconformance is determined to exist, or is suspected to exist, on product already delivered to MSP.

Written notification shall include the following information:

1. MSP Purchase Order number(s).
2. Affected process(es) or product number(s) and names.
3. Description of the nonconforming condition and the affected engineering requirement (i.e., what it is and what it should be).
4. Quantities, dates, and destinations of delivered shipments.
5. Suspect/affected serial number(s) or date codes.
6. Notification must occur within three (3) business days of knowing all the above information.

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The requirements set forth above shall be flowed down by Supplier to Suppliers' supply chain, with the modification that all supply chain notification shall pass through Supplier (and not be made direct from supply chain to MSP). Supplier shall notify MSP of all sub-tier escapes in accordance with respective communication process set forth herein. For purpose of this note, supply chain shall mean Supplier's complete network of material, equipment, information, and services integrated into products and services.

Q27 FAA PMA (14 CFR Part 21) Production Approval Holder Quality Program Requirements

Supplier shall comply with the following:

1. Must maintain present approved Quality System & notify MSP Aviation of any changes to said system.
2. Must notify MSP Aviation of any changes to its certifications.
3. Must notify MSP Aviation of any changes to design details, materials & process previously approved for this PO or Contract.
4. Must maintain measuring & test equipment traceable to NIST in the performance of this PO or Contract.
5. Must have documented data retention control that meets CFR Part 21 requirements in the performance of this PO or Contract.
6. Must maintain traceability throughout the manufacturing, inspection & test systems in the performance of this PO or Contract.
7. All substitutes processes for which work is performed under this PO or contract must be approved by MSP Aviation.
8. No MRB authority is granted in the performance of this PO or Contract.
9. Must guarantee access to Customer / Regulatory agencies in the performance of this PO or Contract.

Q28 Shelf Life

Limited life materials shall have a minimum of 80% remaining life expectancy at time of receipt.

Q29 Critical Process

The material supplied against this order requires a "critical process" in its fabrication. Evidence of objective certification of the process and/or operators must be provided to MSP Aviation for inspection as requested.

Q30 Failure Analysis

Failure Analysis/Tear down Reports required. Supplier must submit failure analysis report or for FAA conformity items a tear down report. This shall document the MSP Aviation purchase order number, Defective Material Tag (DMT) number (if provided), part number, serial number, cause of the failure, corrective action to preclude recurrence and effect on other delivered product. The failure analysis / Tear down report must accompany the product when returned to MSP Aviation.

Q31 Test Data

Generated test data will be on file at the manufacturer's facility and will be available for review by MSP Aviation as required.

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Q32 Test Data Deliverable

Requested test data must be furnished with the material shipped against this order.

Q33 Acceptance at Destination

Materials on this order will be inspected and or tested upon receipt at MSP Aviation to verify full conformance to all specified requirements. Failure to meet any specifications may result in immediate rejection and return of the material at the supplier's expense.

Q34 Government Source Inspection

This material is subject to evaluation by a Government representative prior to shipment. Upon receipt of this order, promptly notify the Government representative, who normally services your plant, so that appropriate planning for Government inspection can be accomplished. If the supplier has a difficulty in locating a Government representative, MSP Aviation's Purchasing Department will provide assistance. Shipping papers for each lot shipped must bear evidence of Government surveillance in the form of authorized Government Quality Assurance Representative Signature and/or stamp.

Q35 Coupons/Test Specimens Deliverable

Test specimens (micro sections) and coupons, as required by controlling specification, drawing, or Purchase Order notes, must be included in each shipment against this order. MSP Aviation assumes Defense Logistics Agency (DLA) retention responsibilities.

Q36 First Article Source Inspection

A "First Article" Inspection for all requirements shown on the control drawing and/or specification will be performed in the presence of an MSP Aviation Representative at the supplier's facility.

Q37 First Piece Inspection (FPI)

The Supplier shall perform a FPI the first time the Supplier produces an item for MSP Aviation or if it has been greater than 24 months since the last production of that item or there is a change to the drawing for that item. All drawing notes and dimensions shall be verified on one part. Inspection and measurement results shall be recorded, including actual measurements with location identified. Data may be in Supplier's standard format. The Supplier shall attach a removable tag to the part identifying it as the "First Piece Sample." A copy of the FPI data and sample, and material certifications for all raw materials and finishes shall be included with the shipment. This requirement does not replace any drawing or specification requirements for lot conformance inspection.

Additional Requirements for Machined/Fabricated Parts:

1. Detailed requirements and applicable specifications are defined in the detailed part drawing.
2. Dimensional check shall be performed on each production lot utilizing sampling inspection in accordance with ANSI/ASQ Z1.4. Samples are to

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be selected randomly from the lot. Actual measurements shall be recorded for each sample, Supplier format is acceptable.

3. A Certificate of Conformance and dimensional data shall be supplied with each shipment.

Raw material C of C s shall be supplied with each shipment. MSP Aviation must be notified prior to outsourcing of any process

Q38 Electro-Static Discharge Control (ESD) Program

The Supplier shall have an established ESD Control Program in accordance with MIL-STD-1686, JESD-625 or ANSI/ESD S20.20. The Supplier shall take the necessary precautions to ensure that components and assemblies susceptible to static damage are adequately protected during manufacturing, inspection, test, packaging, and shipping. Packaging shall be marked with an ESD caution label.

Q39 Drop Ship Items

A copy of all documentation (as required by this document) shall be shipped with the item to the ship to location on the purchase order and another copy shall be delivered to MSP Aviation’s Buyer

Q40 Special Handling Notification

Supplier shall notify MSP Aviation of any special handling required for material being supplied to MSP Aviation. This notification may be shipped with the material or noted on the packing slip.

Q41 Digital Product Definition

As a part of this purchase order, Boeing or Boeing sub-contractor is providing digital product definition (DPD) material which shall be controlled, maintained, and validated in accordance with Boeing’s DPD procedure D6-51991 (current revision). Within 2 weeks after the receipt of this order, the supplier shall submit procedures which demonstrate compliance with Boeing’s DPD procedure D6-51991. Production shall not commence without prior and written acceptance of the DPD process by MSP Aviation Supplier Quality Assurance representative.

Q42 Environmental Health and Safety Performance

Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system (EMS) appropriate for its business throughout the performance of this contract. Buyer expects that Seller’s EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this clause to its suppliers. Seller shall not deliver items that contain any asbestos mineral fibers.

Q43 Executive Order 14024

Per Executive order 14024 Section 1(a)(i), the direct import of certain iron, steel, and aluminum products from Russia is prohibited as of 2/2023. Seller must provide certificates of origin if materials used fall within this requirement.

4.4. Government Contracts

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Conditions applicable to orders placed under United States government contracts. If an order is placed under a United States government contract, or a subcontract under any United States Government contract, the following additional terms and conditions shall apply as required by the terms of the prime contract, or by operation of law or regulation:

1. MSP Aviation shall have the same rights and remedies afforded the Government under the following Federal Acquisition Regulations, E.G. the name "MSP Aviation" may be substituted for "Government" in these claims.

2. PRIMARY CONTRACTUAL CLAUSES: The following clauses of the Federal Acquisition Regulation (FAR), Department of Defense (DoD) FAR Supplement (DFARS), National Aeronautics and Space Administration Supplement (NFARSUP), or Air Force Federal Acquisition Regulation Supplement (AFFARS) (collectively, "FAR Clauses") as applicable, are hereby incorporated by reference, and in the manner set forth below, as modified by any parenthetical information. However, whenever any clause includes a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with Article 3., entitled "Applicable Law and Disputes". Clauses referenced below shall be those in effect on the effective date of this Order. If there is a conflict or addition to a clause in effect on the effective date of this Order and a clause of the Prime Contract, the Prime Contract clause shall govern. Wherever necessary to make the context of the clauses set forth below applicable to this Order, the term "Contractor " shall mean supplier, the term "Contract" shall mean this Order, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government", and "Contracting Officer" do not change: (1) In the phrases "Government Property", "Government-Owned Property", "Government Equipment"; (2) When a right , act, authorization or obligation can be granted or performed only by the Government or the prime contact Contracting Officer or his duly authorized representative; (3) When title to property is to be transferred directly to the Government; (4) Where specifically modified as set forth below; and (5) in FAR's 52-210-7, 52-214-2,52-215-2, 52.227-2, 52.246-23. The clauses incorporated herein by reference have the same force and effect as if they were incorporated and attached in full text.

3. SUPPLEMENTAL CLAUSES: FAR Clauses inapplicable to the performance of this Order under Buyer's Government contract are self-deleting. If the substance of a FAR Clause is different than the substance of the clause actually incorporated in Buyer's Government contract, then the substance of the clause actually incorporated in the Buyer's Government contract shall apply instead. The parties hereby agree to include these Supplemental Terms and Conditions any additional or revised FAR Clauses incorporated in Buyer's Government contact that are applicable to the performance of the Order. The parties shall handle any amendments to these Supplemental Terms and Conditions under Clause 10, Changes. Supplier shall flow down to its lower-tier subcontractors all applicable FAR Clauses and any other requirements of this Order and applicable law so as to enable and ensure that Buyer and Supplier comply with all applicable requirements of Buyer's Government contract. It is intended by the parties that these FAR Clauses shall apply to Supplier in such manner as is

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necessary to reflect the position of Supplier as a subcontractor to Buyer, and to insure Supplier complies with its obligations to Buyer and to the Government, and to enable Buyer to meet its own contract obligations to the Government. Consequently, in interpreting and applying FAR Clauses flowed down to Supplier, and as context requires, the terms "Contractor" and "Offeror" shall mean Supplier, the term "Contract" shall mean this Order, and the term "Government", "United States", "Contracting Officer", "Administrative Contracting Officer" and equivalent phrases shall mean Buyer and/or Buyer's Procurement Representative. In addition, the term "Commercial Item" means a commercial item as defined in FAR 2.101. However, as an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

- a. In the phrases "Government Property", "Government-Furnished Property" and "government-Owned Property";
 - b. In the patent rights clauses incorporated herein, if any;
 - c. When a right act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
 - d. When title to property is to be transferred directly to the Government; and
 - e. When access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Order.
4. FAR Clauses flowed down by Buyer to Supplier pursuant to this provision may require submission of certificates. All such required representations and certifications made by Supplier in connection with these FAR Clauses, including all such certifications submitted by Supplier with its offer, are hereby incorporated in this Order by reference. Supplier shall, with respect to applicable FAR Clauses flowed down pursuant to this provision, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FAR Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Suppliers compliance with the terms and provision of U.S. laws, originates, or regulations. As used in this paragraph, the word "certificate" shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.
 5. Supplier shall indemnify, hold Buyer harmless, and at Buyer's election, defend Buyer and its Customer(s) and their respective officers, directors, employees, and agents from and against any price reduction in Buyer's contract, as well as Buyer's reasonable attorney fees and other direct costs to defend contract claims from Buyer's Customers when said reduction is attributable to the failure of Supplier or Supplier's Suppliers at any tier to properly discharge applicable duties under the Truth in Negotiation Act, Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this provision. These Supplemental Terms and Conditions are in addition to and not in derogation of the General Terms and Conditions and any "other" terms and conditions of this Order; however, in the event that any Supplemental Term or Condition or any "other" term and condition of this Order, the Supplemental Term or Condition shall govern.

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CLAUSES LISTED BY REFERENCE:

I. FAR (48 CFR Chapter 1) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)

A. GENERAL – FOR ALL APPLICABLE ORDERS

- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (Applicable to all Solicitations except those for a personal services contract with an individual)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Applicable to all Solicitations except those for a personal services contract with an individual.)
- 52.204-2 Security Requirements (Applicable if Order requires access to classified information excluding any reference to any changes clause in the prime contract.)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Applicable if Seller will have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system.)
- 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Applicable if contract is funded in whole or in part with Recovery Act funds.)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Applicable to all Orders, except commercially available off-the shelf items, in which Seller may have Federal contract information residing in or transiting through its information systems.)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.211-5 Material Requirements (Applicable for all Orders for supplies that are not commercial items.)
- 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity (Applicable for all Orders and for subparagraphs (c)(1) through (11) only.)
- 52.222-41 Service Contract Labor Standards (Applicable if this Order/ Contract is subject to the Service Contract Act.)
- 52.222-50 Combating Trafficking in Persons

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- 52.222-54 Employment Eligibility Verification (Applicable if this Order; (1) is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) or construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (Applicable if the prime contract includes 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia)).
- 52.223-3 Hazardous Material Identification and Material Safety Data (Applicable if this Order involves hazardous material.)
- 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Applicable if the end Products were manufactured with or contain ozone-depleting substances.)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.224-3 Privacy Training (Applicable for all Orders when the Supplier employees will; (a) Have access to a system of records; (b) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (c) Design, develop, maintain, or operate a system of records.)
- 52.225-1 Buy American Act – Supplies (Applicable if the Seller’s products contain other than domestic components.)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Applicable if Sellers' personnel are performing work OCONUS in an area designated for contingency operations, humanitarian/peacekeeping operations, or military exercises, or when supporting a diplomatic/consular mission.)
- 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification
- 52.227-1 Authorization and Consent (Applicable if the prime contract contains this clause.)
- 52.227-10 Filing of Patent Applications -- Classified Subject Matter (Applicable if Sellers products or any patent application may cover classified subject matter.)
- 52.227-11 Patent Rights -- Ownership by the Contractor (Applicable if this Order includes, at any tier, experimental, developmental or

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- research work, and Seller is a small business or domestic nonprofit organization. References to "Government", "Contracting Officer" and "Contractor" as contained in this clause remain unchanged)
- 52.227-13 Patent Rights -- Ownership by the Government (Applicable if this Order/Contract is for experimental, developmental, or research work and made applicable by FAR 27.3 or Buyer's Prime Contract. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Buyer's Procurement Representative identified on the face of this Order.)
- 52.227-14 Rights in Data – General (Applicable if data will be produced, furnished or acquired under this Order.)
- 52.227-16 Additional Data Requirements
- 52.228-3 Workers Compensation Insurance (Defense Base Act) (Applicable if the requirements at FAR 28.309(a) applies to this Contract.)
- 52.228-4 Workers Compensation and War-Hazard Insurance Overseas (Applicable if the requirements as FAR 28.309(b) apply to this Contract.)
- 52.232-17 Interest (Seller shall indemnify Buyer for all interest assessed under this clause for Seller or its low-tier subcontractors' acts or omissions. Applicable unless any of the categories specified in FAR 32.611(a) applies.)
- 52.232–40 Providing Accelerated Payments to Small Business Subcontractors (Applicable for small business subcontractors.)
- 52.234-1 Industrial Resources Developed Under Title III, Defense Production Act
- 52.242-15 Stop-Work Order
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property (Alternates 1 and 2 apply. Applicable if Government property is furnished in the performance of this Contract. Substitute "Buyer" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (n): Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.)
- 52.247-63 Preference for U.S.-Flag Air Carriers (Applicable if this Order

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involves international air transportation.)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

B. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

Section 503 of Rehabilitation Act

Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

C. ALL ORDERS EQUAL TO OR GREATER THAN \$15,000

52.222-36 Equal Opportunity for Workers with Disabilities

D. ALL ORDERS EQUAL TO OR GREATER THAN \$35,000

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable if not a subcontract for commercial items.)

E. ALL ORDER EQUAL TO OR GREATER THAN \$100,000

VEVRAA Vietnam Era Veterans' Readjustment Assistance Act
 (VEVRAA) Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

F. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.)

52.222-35 Equal Opportunity for Veterans

52.222-37 Employment Reports on Veterans

G. ALL ORDERS EQUAL TO OR GREATER THAN \$250,000

52.202-1 Definitions

52.203-3 Gratuities (Except Orders for personal services and those

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- between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense.)
- 52.203-5 Covenant Against Contingent Fees (Except Orders for commercial items (see FAR Parts 2 and 12).)
- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures (Delete paragraph (c)(1). In (c)(2), a copy of such reports must also be provided to Buyer. Buyer will have the right to withhold from Seller, the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller or any amounts the Government withholds from Buyer as a result of Seller's violation of this clause.)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Applicable if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this Order.) (Applicable for other than commercial items.)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Applicable for other than commercial items.)
- 52.203-16 Preventing Personal Conflicts of Interest (Applicable if Seller will perform acquisition functions closely associated with inherently governmental functions)
- 52.215-2 Audit and Records – Negotiation (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)
- 52.215-14 Integrity of Unit Prices (Excluding paragraph (b).)
- 52.219-8 Utilization of Small Business Concerns
- 52.222-17 Non-Displacement of Qualified Workers (Applicable for nonexempted service contracts that succeed contracts for the same work at the same location.)
- 52.225-8 Duty-Free Entry
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applicable If the prime contract contains FAR 52.227-1.)
- 52.228-5 Insurance -- Work on a Government Installation
- 52.242-13 Bankruptcy (Within the clause, replace "government" with "Buyer".)
- 52.244-2 Subcontracts
- 52.248-1 Value Engineering
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is

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deleted; in paragraph (l) change "90 days" to "45 days".)

H. ALL ORDERS EQUAL TO OR GREATER THAN \$500,000

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Applicable for all Solicitations which may be performed outside the United States and is not entirely for commercially available off-the-shelf items.)

I. ALL ORDERS EQUAL TO OR GREATER THAN \$700,000

52.219-9 Small Business Subcontracting Plan (Applicable when Seller is not a small business.)

52.219-16 Liquidated Damages -- Subcontracting Plan (Applicable when Seller is not a small business.)

J. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)

52.215-12 Subcontractor Certified Cost or Pricing Data

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.)

52.215-15 Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).)

52.215-16 Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.)

52.215-17 Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.)

52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract meets the applicability requirements of FAR 15.408(j).)

52.215-19 Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications

52.215-23 Limitations on Pass-Through Charges

52.230-2 Cost Accounting Standards (Clause excluding paragraph (b).)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$750,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR

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30.201-4(b)(1.)

52.230-6 Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at FAR 52.230-4 or FAR 52.230-5)

K. ALL ORDERS EQUAL TO OR GREATER THAN \$2,000,000 AND IF DoD CLASS DEVIATION 2018-O0015 IS REFERENCED WITHIN THE PRIME CONTRACT OR MODIFICATION AWARDED AFTER JULY 1, 2018

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in the FAR but shall also mean Buyer.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Clause shall not only retain the original meaning of those terms as written in the FAR but shall also mean Buyer.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-12 Subcontractor Certified Cost or Pricing Data (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-15 Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-16 Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-17 Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract

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meets the applicability requirements of FAR 15.408(j).)

(Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-19 Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.215-23 Limitations on Pass-Through Charges (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.230-2 Cost Accounting Standards (Clause excluding paragraph (b).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$2,000,000 \$750,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

52.230-6 Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at FAR 52.230-4 or FAR 52.230-5) (Applicable if DoD Class Deviation 2018-O0015 is referenced within the prime contract or modification award after July 1, 2018.)

L. ALL ORDERS EQUAL TO OR GREATER THAN \$5,500,000

52.203-13 Contractor Code of Business Ethics and Conduct (Applicable if the Orders period of performance is more than 120 days.)

52.203-14 Display of Hotline Poster(s) (Applicable except if the Order is for the acquisition of a commercial item or is performed entirely outside the United States.)

M. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000,000

52.222-24 Pre-award On-Site Equal Opportunity Compliance Evaluation

N. ALL DPAS RATED ORDERS

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52.211-15 Defense Priority and Allocation Requirements (Applicable if a priority rating is noted within this Order.)

II. In addition to those Supplemental Terms and Conditions for Fixed Price Orders set forth above, the following additional FAR Clauses apply to Fixed Price Orders.

- 52.227-9 Refund of Royalties (Applicable for all fixed price Orders when reported royalty exceeds \$250.)
- 52.242-1 Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)
- 52.243-1 Changes -- Fixed-Price (Applicable for all fixed price Orders, except within paragraph (c) change "30 days" to "20 days", and within paragraph (e) delete the first sentence.)
- 52.246-2 Inspection of Supplies -- Fixed-Price (Applicable for fixed price type Orders.)
- 52.246-4 Inspection of Services -- Fixed-Price (Applicable for fixed price type Orders.)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Applicable for fixed price type Orders less than \$250,000)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders equal to or greater than \$250,000. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)
- 52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Applicable for fixed price type services Orders.)

III. In addition to those clauses set forth above, the following additional FAR Clauses apply to Cost-Reimbursable, Time-and-Materials and/or Labor-Hour Orders.

- 52.216-7 Allowable Cost and Payment (Applicable if Order is cost reimbursable or time and materials type.)
- 52.216-8 Fixed Fee (Applicable if Seller is entitled to receive a fixed fee under the Order.)
- 52.216-10 Incentive Fee (Applicable if Seller is entitled to receive an incentive fee under the Order.)
- 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (Applicable for time-and-materials and labor-hours Orders only.)
- 52.232-20 Limitation of Cost (Applicable for cost reimbursable type Orders.)

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- 52.232-22 Limitation of Funds (Applicable for incrementally funded, cost reimbursable type Orders.)
- 52.242-1 Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)
- 52.243-2 Changes -- Cost-Reimbursement (Applicable for all cost reimbursable Orders except, within paragraph (c) change "30 days" to "20 days", and within paragraph (d) delete the first sentence.)
- 52.246-3 Inspection of Supplies -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)
- 52.246-5 Inspection of Services -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)
- 52.249-6 Termination (Cost-Reimbursement) (Applicable for cost reimbursement type Orders. Also in paragraph (d) change "120 days" to "45 days"; in paragraph (e) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (f) change "1 year" to "60 days"; and paragraph (j) is deleted)

IV. DFARS (48 CFR Chapter 2) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)

A. GENERAL – FOR ALL APPLICABLE ORDERS

- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7000 Disclosure of Information
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Applicable for all Orders for services that include support for the U.S. Government's activities related to safeguarding covered defense information and cyber incident reporting.)
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Applicable for all Orders if covered defense information is resident or transiting on or through Seller's information systems. In paragraph (c)(1)(ii), add "and to Textron Systems' Procurement Representative" to the end of the sentence.)
- 252.211-7003 Item Unique Identification and Valuation
- 252.211-7007 Reporting of Government-Furnished Property
- 252.222-7000 Restrictions on Employment of Personnel
- 252.223-7001 Hazard Warning Labels
- 252.223-7002 Safety Precautions for Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)
- 252.223-7003 Change in Place of Performance--Ammunition and Explosives

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(Applicable for all Orders that involve ammunition or explosives.)

- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Alternate I (Applicable When the Secretary of the Military Department issues a determination under the exception at DFARS 223.7104(a)(10))
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7001 Buy American and Balance of Payments Program – Basic
- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Applicable for all Orders if Seller is supplying items on the U.S. Munitions List.)
- 252.225-7008 Restriction on Acquisition of Specialty Metals (Applicable if Seller is supplying items which contain specialty metals.)
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Paragraph (d) is deleted)
- 252.225-7010 Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applicable if DFAR 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)
- 252.225-7013 Duty-Free Entry
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain
- 252.225-7021 Trade Agreements – Basic (Applicable if the Order contains other than U.S.-made, qualifying country, or designated country end products. Applicable in lieu of FAR 52.225-5.)
- 252.225-7025 Restriction on Acquisition of Forgings
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
- 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (Applicable in lieu of FAR 52.225-19.)
- 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
- 252.225-7048 Export-Controlled Items
- 252.227-7013 Rights in Technical Data – Noncommercial Items
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (the term “Government” shall remain throughout this clause, the term “Contracting Officer” shall mean both “Contracting Officer and Buyer”)

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- 252.227-7015 Technical Data – Commercial Items
- 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 Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program
- 252.227-7019 Validation of Asserted Restrictions – Computer Software
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7014 are used and/or referenced within the prime contract.)
- 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 (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7018 is used and/or referenced within the prime contract.)
- 252.227-7032 Rights in Technical Data and Computer Software (Foreign) (Applicable for all Orders with foreign contractors to be performed overseas, except Canada.)
- 252.227-7033 Rights in Shop Drawings
- 252.227-7037 Validation of Restrictive Markings on Technical Data (Applicable for all Orders when DFARS 252.227-7013, DFARS 252-227-7014 or DFARS 252.227-7015 are used and/or referenced within the prime contract.)
- 252.227-7038 Patent Rights – Ownership by the Contractor (Large Business) (Applicable for all Orders for experimental, developmental, or research work or construction that includes experimental, development or research work to be performed by a large business for a Defense agency.)
- 252.227-7039 Patents – Reporting of Subject Inventions
- 252.228-7001 Ground and Flight Risk
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (the term “Government” shall mean “Government and Buyer”)
- 252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs (Applicable for all Orders if Contract is funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act.)
- 252.235-7003 Frequency Authorization – Basic
- 252.239-7010 Cloud Computing Services (Applicable for all Orders if Seller expects to use, involve, or may involve, cloud services)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques,

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- and Services (Applicable if this Order requires securing telecommunications.)
- 252.239-7018 Supply Chain Risk (Applicable when Order includes products or services involving "information technology" as defined by clause.)
 - 252.243-7001 Pricing of Contract Modifications
 - 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
 - 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Applicable for all Orders when FAR 52.245-1, Government Property is used and/or referenced within the prime contract.)
 - 252.246-7001 Warranty of Data – Basic (Applicable for all Orders. Additional liability provisions at paragraph (d)(3) are applicable only if the Alternate I or II version of this clause is included in the prime contract.)
 - 252.246-7003 Notification of Potential Safety Issues
 - 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applicable for all subcontracts for electronic parts or assemblies containing electronic parts)
 - 252.246-7008 Sources of Electronic Parts (Applicable to all Solicitations/Orders including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.)
 - 252.247-7023 Transportation of Supplies by Sea – Basic
 - 252.247-7024 Notification of Transportation of Supplies by Sea
- B. ALL ORDERS EQUAL TO OR GREATER THAN \$35,000**
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
- C. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000**
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Applicable to all Orders of \$700,000 or more when Seller is first-tier subcontractor or Orders on of \$150,000 or more when Seller is lower-tier subcontractor.)
- D. ALL ORDERS EQUAL TO OR GREATER THAN \$250,000**
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (Within the clause, delete paragraph (g).)
 - 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Applicable unless it has been determined items being acquired do not contain precious metals in their manufacture.)
 - 252.225-7012 Preference for Certain Domestic Commodities
- E. ALL ORDERS EQUAL TO OR GREATER THAN \$500,000**

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252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

F. ALL ORDERS EQUAL TO OR GREATER THAN \$700,000

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) – Basic

252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award

G. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000

252.215-7002 Cost Estimating System Requirements

252.231-7000 Supplemental Cost Principles

H. ALL ORDERS EQUAL TO OR GREATER THAN \$1,000,000

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

252.225-7033 Waiver of United Kingdom Levies (Applicable if Order is with UK Sellers.)

I. ALL ORDERS EQUAL TO OR GREATER THAN \$1,500,000

252.211-7000 Acquisition Streamlining

J. ALL ORDERS EQUAL TO OR GREATER THAN \$2,000,000 AND IF DoD CLASS DEVIATION 2018-00015 IS REFERENCED WITHIN THE PRIME CONTRACT OR MODIFICATION AWARDED AFTER JULY 1, 2018

252.215-7002 Cost Estimating System Requirements (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)

252.231-7000 Supplemental Cost Principles (Applicable if DoD Class Deviation 2018-00015 is referenced within the prime contract or modification award after July 1, 2018.)

K. ALL ORDERS EQUAL TO OR GREATER THAN \$5,500,000

252.203-7004 Display of Fraud Hotline Poster(s)

L. ALL ORDERS EQUAL TO OR GREATER THAN \$50,000,000

252.234-7004 Cost and Software Data Reporting System

V. AFFARS (PART 5352) Clauses Incorporated by Reference

5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements

5352.223-9000 Elimination of Use of Class 1 Ozone Depleting Substances (ODS)

5352.242-9000 Contractor Access to Air Force Installations

5352.242-9001 Common Access Cards (CACs) for Contractor Personnel

VI. ADDITIONAL FAR CLAUSE FLOW DOWNS – Clauses Incorporated by Reference

A. FAR REFERENCE:

40 CFR Part 372 Toxic Chemical Release Reporting

50-201.1 Walsh-Healey Public Contract Act

52.203-2 Certificate of Independent Price Determination.

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52.203-15	Whistleblower Protection Under the American Recovery and Reinvestment
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.204-7	System for Award Management
52.204-8(d)	Annual Representations and Certifications as applicable
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	System for Award Management Maintenance
52.204-18	Commercial and Government Entity Code Maintenance
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.204-26	Covered Telecommunications Equipment or Services-Representation
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.
52.209-5	Certification Regarding Responsibility Matters
52.209-7	Information Regarding Responsibility Matters
52.212-4	Contract Terms and Conditions-Commercial Items
52.212-3	Offeror Representations and Certifications-Commercial Items
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items
52.213-4	Terms and Conditions – Simplified Acquisitions (Other than Commercial Items).
52.214-26	Audit and Records - Sealed Bidding
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding
52.219-28	Post-Award Small Business Program Re-representation
52.222-3	Convict Labor
52.222-19	Child Labor-Cooperation with Authorities and Remedies
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance (Applicable to companies with 50 employees and a single award greater than \$50,000 to develop and have on file an Affirmative Action Program.)
52.222-39	Reserved
52.222-51	Exemption from Application of 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

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52.222-55	Minimum Wages under Executive Order 13658
52.222-59	Compliance with Labor Laws
52.222-60	Paycheck Transparency
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
52.223-7	Notice of Radioactive Materials (subsection (a) shall read "15 days")
52.223-10	Waste Reduction Program
52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment.
52.223-14	Acquisition of EPEAT®-Registered Televisions.
52.223-19	Compliance with Environmental Management Systems.
52.224-2	Privacy Act
52.225-2	Buy American Act Certificate
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act
52.225-5	Trade Agreements. (Applies if the Work contains other than U.S. made, or designated country end products as specified in the clause.)
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations
52.227-12	Reserved
52.229-3	Federal, State, and Local Taxes
52.230-5	Cost Accounting Standards - Educational Institution
52.232-39	Unenforceability of Unauthorized Obligations
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.236-13	Accident Prevention
52.242-17	Government Delay of Work
52.244-1	Reserved
52.245-9	Use and Charges
52.245-17	Special Tooling
52.245-18	Special Test Equipment
52.246-11	Higher-Level Contract Quality Requirement. Higher-Level Contract Quality Requirement
52.246-16	Responsibility for Supplies
52.246-17	Warranty of Supplies of a Noncomplex Nature
52.246-26	Reporting Nonconforming Items.
52.247-1	Commercial Bill of Lading Notations.
52.249-8	Default (Fixed-Price Supply and Service)
52.251-1	Government Supply Sources
52.253-1	Computer Generated Forms.

B. DFARS REFERENCE:

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252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition on persons Convicted of Fraud or Other Defense Contract Relate Felonies
252.203-7003	Agency Office of the Inspector General
252.204-7002	Payment for Subline Items Not Separately Priced
252.204-7003	Control of government personnel work product
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation
252.204-7019	Notice of NIST SP800-171 DoD Assessment Requirements
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement
252.211-7006	Radio Frequency Identification
252.222-7007	Reserved
252.225-7000	Buy American - Balance of Payments Program Certificate.
252.225-7002	Qualifying country sources as subcontractors.
252.225-7003	Report of intended performance outside the United States and Canada - Submission with offer.
252.225-7014	Preference for Domestic Specialty Metals
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7036	Buy American Act - Free Trade Agreements - Balance of Payments Program
252.225-7047	Export by Approved Community Members in Performance of the Contract
252.232.7010	Levies on Contract Payments
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
252.232-7006	Wide Area WorkFlow Payment Instructions
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.239-7009	Representation of Use of Cloud Computing
252.243-7002	Requests for Equitable Adjustment
252.244-7001	Contractor Purchasing System Administration
252.245-7004	Reporting, Reutilization, and Disposal
252.246-7000	Material Inspection and Receiving Report
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer.

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252.247-7022 Representation of extent of transportation by sea.

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