

**Airborne Systems North America – Defense Federal Acquisition Regulation Supplement (DFARS)
Flowdown Provisions for Subcontracts Under a United States Department of Defense Prime Contract**

A. INCORPORATION OF DFARS CLAUSES

The DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contract Disputes Act shall have no application to this Contract, and nothing in this Contract grants Seller a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the DFARS clauses included in this Contract.

B. GOVERNMENT SUBCONTRACT

- (a) This Contract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the DFARS clauses referenced below and otherwise in this Contract:
 - 1. "Commercial Item" means a commercial item as defined in FAR 2.101.
 - 2. "Commercially available off-the-shelf (COTS) Item" means a COTS item as defined in FAR 2.101.
 - 3. "Contract" means this Contract.
 - 4. "Contracting Officer" means the U.S. Government Contracting Officer for ASNA's government prime contract under which this Contract is entered.
 - 5. "Contractor" and "Offeror" means Seller, which is the party identified on the face of the Contract with whom ASNA is contracting, acting as the immediate subcontractor to ASNA.
 - 6. "Prime Contract" means the contract between ASNA and the U.S. Government or between ASNA and its higher-tier contractor who has a contract with the U.S. Government.
 - 7. "Subcontract" means any contract placed by the Seller or lower-tier subcontractors under this Contract.

C. NOTES

- (a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.
 - 1. Substitute "ASNA" for "Government" or "United States" throughout this clause.
 - 2. Substitute "ASNA Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.
 - 3. Insert "and ASNA" after "Government" throughout this clause.
 - 4. Insert "or ASNA" after "Government" throughout this clause.
 - 5. Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through ASNA.
 - 6. Insert "and ASNA" after "Contracting Officer" throughout this clause.
 - 7. Insert "or ASNA Procurement Representative" after "Contracting Officer" throughout this clause.
 - 8. If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.
- (b) See also the clause of this Contract entitled Communication with ASNA Customer with respect to communications between Seller and the Government.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Seller agrees that upon the request of ASNA it will negotiate in good faith with ASNA relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as ASNA may reasonably deem necessary in order to

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comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendments to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If ASNA furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that ASNA, acting on its own behalf, may modify or limit any rights the Government may have to authorize Seller's use of such Furnished Items in support of other U.S. Government prime contracts.

F. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

The following DFARS clauses apply to this Contract:

DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (Dec. 2008) (Applies if this Contract exceeds \$250,000, except this clause does not apply if this Contract is for commercial items or components.)

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

DFARS 252.203-7003 Agency Office of the Inspector General (Aug. 2019) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 Display of Fraud Hotline Poster(s) (Aug. 2019) (Applies if this Contract exceeds \$6 million and is not for commercial items. If this clause applies, it shall apply in lieu of FAR 52.203-14.)

DFARS 252.204-7000 Disclosure of Information (Oct. 2016) (Note 5 applies.)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (Feb. 2019) (Applies when this Contract requires Seller to routinely access a Federally-controlled facility or military installation.)

DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct. 2016) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec. 2019) (Applies if this Contract is for operationally critical support or performance will involve covered defense information. Seller shall furnish ASNA copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish ASNA copies of any reports Seller receives from its lower tier subcontractors.)

DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (May 2016)

DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Dec. 2019) (Copies of reports provided by Seller under this clause will be provided to ASNA.)

DFARS 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Dec. 1991) (Applies if this Contract involves purchase of items containing precious metals.)

DFARS 252.211-7003 Item Unique Identification and Valuation (Mar. 2016) (Applies if this Contract requires the Work to contain unique item identification. Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to ASNA. "Government" means "ASNA" except in the definition of "issuing agency" in paragraph (a).)

DFARS 252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data (July 2019) (This clause applies in lieu of FAR 52.215-20. Note 2 applies. Paragraph (b)(ii)(E) does not apply.)

DFARS 252.222-7000 Restrictions on Employment of Personnel (Mar. 2000)

DFARS 252.223-7008 Prohibition of Hexavalent Chromium (June 2013) (Applies if this Contract is for supplies, maintenance and repair services, or construction materials. Note 2 applies.)

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DFARS 252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies (Dec. 2018) (Applies if this Contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Dec. 2019) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) does not apply.)

DFARS 252.225-7013 Duty-Free Entry (Apr. 2020) (Applies if this Contract is for (i) qualifying country components; or (ii) nonqualifying country components for which Seller estimates that duty will exceed \$200 per unit.)

DFARS 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (June 2011) (This clause does not apply if this Contract is for (1) commercial items; or (2) items that do not contain ball or roller bearings.)

DFARS 252.225-7019 Restriction on Acquisition of Anchor and Mooring Chain (Dec. 2009) (Applies if this Contract is for items containing welded shipboard anchor and mooring chain, four inches or less in diameter.)

DFARS 252.225-7025 Restriction on the Acquisition of Forgings (Dec. 2009) (Applies if this Contract is for forging items or other items that contain forging items.)

DFARS 252.225-7048 Export-Controlled Items (June 2013)

DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (Oct. 2020) (Applies except where an exception in paragraph (c) applies.)

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr. 2019) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "ASNA." ASNA shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to ASNA.)

DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items (Feb. 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb. 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7015 Technical Data - Commercial Items (Feb. 2014)

DFARS 252.227-7016 Rights in Bid or Proposal Information (Jan. 2011)

DFARS 252.227-7019 Validation of Asserted Restrictions - Computer Software (Sept. 2016)

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Sept. 2016)

DFARS 252.228-7001 Ground and Flight Risk (June 2010)

DFARS 252.228-7005 Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Nov. 2019)

DFARS 252.231-7000 Supplemental Cost Principles (Dec. 1991) (Applies to the extent this Contract is subject to the cost principles at FAR Part 31.)

DFARS 252.235-7003 Frequency Authorization (Mar. 2014) (Applies if this Contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.)

DFARS 252.239-7010 Cloud Computing Services (Oct. 2016) (Applies if this Contract involves or may involve cloud services.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Dec. 1991) (Applies if this Contract requires securing telecommunications.)

DFARS 252.244-7000 Subcontracts for Commercial Items (Sept. 2020)

DFARS 252.246-7003 Notification of Potential Safety Issues (June 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Seller shall provide notifications to ASNA and the Contracting Officer identified to Seller.)

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DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug. 2016) (Paragraphs (a) through (e) apply. To the extent this clause conflicts with other provisions of this Contract, this clause shall prevail. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.246-7008 Sources of Electronic Parts (May 2018) (Applies if this Contract is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.)

DFARS 252.247-7023 Transportation of Supplies by Sea (Feb. 2019) (Applies in lieu of FAR 52.247-64 in all Contracts involving ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$250,000. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (June 2020) (Applies if this Contract exceeds the threshold at DFARS 225.870-4(c)(2)(i)(A)(1). Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)