

**SUPPLEMENTAL FLOWDOWN FOR
 N00024-17-C-2100 (DO-A3) and N00027-17-C-2117 (DX-A3)**

I. GENERAL.

1. This Supplemental Flowdown document is in addition to the Raytheon Technologies Corporation (RTX) Standard Terms and Conditions of Purchase (revision as indicated elsewhere in this order or subcontract), and the Raytheon Technologies Corporation (RTX) Flowdown of U.S. Government Terms and Conditions, (revision as indicated elsewhere in this order or subcontract). In the event of a conflict between a provision in this document and Buyer's Standard Terms and Conditions of Purchase, the Standard Terms and Conditions of Purchase shall control to the extent permitted by law except for newer versions of clauses contained herein.

2. Supplier shall incorporate the applicable Clauses in each lower-tier subcontract placed in support of this Order.

II. CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov>
 Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses:
<http://www.acquisition.gov>

A. FAR Clause by Reference

Clause Number	Title, (Mon. Year)
52.215-22	LIMITATIONS ON PASS THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT (Oct 09)
52.219-9 Alt II	SMALL BUSINESS SUBCONTRACTING PLAN (Oct 01)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (Jul 10)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (Dec 04)
52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (May 95)
52.223-14	ACQUISITION OF EPEAT-REGISTERED TELEVISIONS (Aug 03)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (May 08)
52.223-92	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (May 08)
52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (Jun 97)
52.227-12	PATENT RIGHTS 0 RETENTION BY THE CONTRACTOR (LONG FORM) (Jan 97)
52.233-1	DISPUTES (Jul 02)
52.234-4	EARNED VALUE MANAGEMENT SYSTEM (Jul 06)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (Aug 96)
52.242-14	SUSPENSION OF WORK (Apr 84)
52.242-17	GOVERNMENT DELAY OF WORK (Apr 84)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (May 01)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (Jan 97)
52.246-24	LIMITATION OF LIABILITY - HIGH VALUE ITEMS (Feb 07)
52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY (Feb 06)

B. DFARS Clause by Reference

Clause Number	Title, (Mon. Year)
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (Apr 12)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (Apr 92)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (Nov 01)
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (Apr 10)
252.215-7000	PRICING ADJUSTMENTS (Dec 91)
252.225-7004	REPORT OF INTENDED PERFORMANCE OUSTIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD (Oct 10)
252.225-7006	ACQUISITION OF THE AMERICAN FLAG (Oct 10)
252.225-7019	RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN (Dec 09)
252.225-7022	RESTRICTION ON ACQUISITION OF POLYCRYLONITRILE (PAN) CARBON FIBER (Jun 05)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (Dec 09)
252.227-7010	LICENSE TO OTHER GOVERNMENT AGENCIES (Aug 84)
252.227-7039	PATENTS - REPORTING OF SUBJECT INVENTIONS (Apr 90)
252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER (May 95)
252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Jan 08)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (Dec 91)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (Mar 18)

III. OTHER CLAUSES AND REQUIREMENTS

The following provisions are provided in full text and form a part of this document.

A. A-DoD NNS SUPPLEMENT

1. SPECIAL REQUIREMENTS.

- A. The following restrictions shall apply to Seller and Seller's subcontractors. Accordingly, Seller shall insert the following clauses in all subcontracts awarded by Seller under this order:
- i. MERCURY EXCLUSION. Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this Order.
 - ii. POLYCHLORINATED BIPHENYLS PROHIBITION. Seller shall not employ equipment or use material that is known or suspected of containing polychlorinated biphenyls.
 - iii. PROHIBITION OF YELLOW WRAPPINGS OR PROTECTION DEVICES. SELLER SHALL NOT USE YELLOW WRAPPING MATERIAL OR ATTACHED YELLOW PROTECTION DEVICES SUCH AS CAPS OR PLUGS.
 - iv. BRASS AND COPPER BLACK OXIDE COATED THREADED FASTENER PROHIBITION. Seller shall not use brass or copper black oxide coated threaded fasteners when installing or replacing threaded fasteners in the accomplishment of any work required by this order.
- B. In lieu of flowing down these requirements, Seller may put in place a system or process acceptable to Buyer which insures that the goods and services Seller delivers meet these requirements, e.g. testing

components for mercury contamination. Violations of any of the requirements of this paragraph will be cause for rejection of the goods. In addition to the requirements of this paragraph 7, Seller shall flow down such other clauses of this Order when required by the specific terms of the clause, e.g. OFARS 252.225-7009, Restriction On Acquisition Of certain Articles containing Specialty Metals, and such other clauses necessary to satisfy seller's contractual obligations even when not identified as a mandatory flow down.

- C. Violations of any of the requirements of this paragraph will be cause for rejection of the goods at Buyer's sole discretion.

2. CAST COPPER NICKEL (CUNI) AND PERVASIVE COMMODITY SPECIAL REQUIREMENTS.

- A. Quality. Seller shall ensure that cast Copper-Nickel (CuNi) and Pervasive commodity material is obtained only from manufacturers or other suppliers approved by Buyer. Specific certifications, test reports, or other non-hardware deliverables shall be provided by Seller as specified in the Order.

- B. Cast CuNi. Seller and its suppliers shall only use Buyer approved CuNi foundries in the performance of this Order. The current list of approved CuNi foundries is available under Technical Documents (under "Procurement") at this website:
http://supplier.huntingtoningalls.com/sourcing/res_technical.html. Seller's use of an approved foundry does not relieve the Seller of its responsibility to ensure all technical, service, and Order requirements are met.

- C. CuNi testing. The following supplemental requirements apply to the testing of CuNi castings manufactured for Buyer at any level and are in addition to, or in conjunction with, testing required elsewhere in this Order. Seller shall invoke these requirements on orders at all levels for CuNi castings from an approved foundry:
 - i. For each heat, the foundry shall test and have available a chemical test report for an "A" (beginning of furnace charge pour) and "B" (end of furnace charge pour) test specimen. The test reports and the specimen shall be identified as "A" and "B" in addition to the heat number traceability.
 - ii. Mechanical test bars shall be poured no sooner than 50% through the furnace charge pour.
 - iii. The foundry or supplier shall maintain the "A" and "B" test specimens, the mechanical test bars, and the test results as objective quality evidence, subject to audit and further analysis by Buyer and/or Electric Boat Corporation (EB).
 - iv. Retention time shall be a minimum of seven (7) years following certification of the heat.
 - v. Notify Buyer for disposition prior to disposal of records and specimens.
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vi. Buyer's and Electric Boat's (EB) products may be poured in the same heat; however, the heat shall be unique to Buyer and/or EB. No other customer's product shall be included in the heat.

D. Chemistry and mechanical test report submittal shall be in accordance with the requirements contained elsewhere in this Order. If chemical test reports are required to be submitted, the "B" chemistry test results shall be submitted, unless otherwise specified.

E. Butt Weld and socket Weld Pipe Fittings are considered herein to be included in the Pervasive Commodities Program. Examples of these Fittings include, but are not limited to, non-nuclear parts of standard dimensions used in the assembly of a piping system, such as couplings, elbows, tees, crosses, caps, unions, reducers, and flanges. Seller and its suppliers shall only use Buyer approved manufacturers for Butt Weld and socket Weld Pipe Fittings provided under this order. The current list of approved Butt Weld and Socket Weld Pipe Fittings manufacturers is available under Technical Documents (under "Procurement") at this website:
http://supplier.huntingtoningalls.com/sourcing/res_technical.strn.
Seller's use of an approved manufacturer does not relieve the Seller of its responsibility to ensure that all technical, service, and Order requirements are met.

3. TRANSMISSION ABROAD OF NAVAL NUCLEAR PROPULSION INFORMATION.

A. This paragraph applies only if, during the performance of this Order, Seller will have access to Naval Nuclear Propulsion Information ("NNPI") as defined in OPNAVINST 9210.3. All defined terms in this paragraph shall have the same meaning as those terms are defined in Part I of SBF P9152
(<https://spars.huntingtoningalls.com/PROCUREMENT/procforms.html>).
Seller shall review OPNAVINST 9210.3 and DoD Pamphlet 5230.25PH and abide by the applicable requirements of those publications.

B. If Seller has Foreign Nationals and/or Representatives of a Foreign Interest who work within or have access to its premises, Seller shall have a Technology Access Control Plan which:

- i. Denies Foreign Nationals, Representatives of a Foreign Interest, and unauthorized U.S. Citizens and U.S. Nationals access to Naval Nuclear Propulsion Information; and
- ii. Permits only authorized U.S. Citizens, U.S. Nationals, Foreign Nationals and/or Representatives of a Foreign Interest access to Technical Data other than Naval Nuclear Propulsion Information or restricts access to Naval Nuclear Propulsion Information

and/or Technical Data only to U.S. citizens and U.S. Nationals who have a need-to-know.

- C. Seller shall have an active certification number under the U.S./Canada Joint Certification Program pursuant to DoD Pamphlet 5230.25PH and shall provide the active certification number and expiration date to the Buyer.
 - D. Seller shall not disclose NNPI to Foreign Nationals. U.S. Citizens and U.S. Nationals representing a foreign government, foreign private interest or other Foreign Nationals, are considered to be included in the definition of Foreign Nationals for industrial security purposes and the purpose of the restrictions contained in this paragraph 3.
 - E. Disclosure of Restricted Data as defined in the Atomic Energy Act of 1954 as amended, relating to the Naval Nuclear Propulsion Program to employees of seller granted Limited Clearances under the provisions of DOD 5220.22M, National Industrial Security Program Operating Manual (NISPO) is denied.
 - F. Any issue or release of NNPI beyond parties with a need to know and necessary for the performance of this Order, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of Buyer.
 - G. Buyer shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of NNPI. If a court or administrative order makes immediate review by Buyer impractical, Seller will take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.
 - H. In addition to the requirements of this paragraph 3, the Seller shall comply with all other requirements relative to Naval Nuclear Propulsion Information (NNPI) wherever located in this Order.
 - I. Seller agrees to insert this "Transmission Abroad of Naval Nuclear Propulsion Information" clause including this subparagraph Din all of its subcontracts issued under this Order.
4. ADDITIONAL SECURITY REQUIREMENTS.
(In addition to complying with any other security requirements contained in this order, Seller shall not disclose "Restricted Data" as defined in the Atomic Energy Act of 1954 as amended, relating to Navy Nuclear Propulsion Program to employees who have been granted Limited (interim) Clearances except under the provisions of DoD 5220.22M, National Industrial security Program Operating Manual (NISPO).
5. MANUFACTURE OF REPAIR PARTS.
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- a. If:
 - i. The Seller is providing a ship component or equipment; and
 - ii. The Order specification, by reference to a Military Specification or otherwise, specifies repair parts or stock components (collectively "repair parts"), and
 - iii. The Seller intends the manufacturing of the ship component or equipment to be outside the United States or Canada; then seller agrees that, in addition to any other data required by this Order, Seller shall furnish sufficient data so that the repair parts can be produced in the United states or Canada.

- b. The requirements of this paragraph shall not apply if Seller has made arrangements satisfactory to the Buyer and approved by the Government for the manufacturing of repair parts in the United States or Canada. For the purposes of this paragraph, the term "sufficient data" means detail drawings and other technical information sufficiently extensive in **detail** to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout, and tooling. Seller shall provide all data in English and according to the United States system of weights and measures.

- c. All drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of the contract, unless Seller has made arrangements satisfactory to the Buyer and approved by the Government for the manufacturing of repair parts in the United States or Canada, Seller shall grant to the United States Government for a period of seven (7) years, Government Purpose Rights as defined in the clause of this Order entitled Rights in Technical Data - Non Commercial Items (DFARS 252.221-7013).

6. NOTICE OF PRIOR WAIVERS AND DEVIATIONS.

In the event the Seller is providing or proposing to provide to the Buyer an item:

- A. That has previously been provided to the Navy for inclusion as Government Furnished Material (GFM) on ENTERPRISE or previous NIMITZ Class Ships, or
- B. Seller is developing for the Navy under another Government program; then the Seller shall immediately notify Buyer in writing indicating any specification differences, waivers and/or deviations that were or are in effect for the item(s).

7. VENDOR INFORMATION REQUEST

- A. Seller shall make no changes to the requirements of the order without

the prior written consent of the Buyer. Seller may submit requests for changes to the specifications or plans only on Buyer's Vendor Information Request (VIR) Form, No. NN3409. Changes that affect the price or delivery schedule or both shall only be made through written modification of this Order. A dispositioned

VIR applies only to the item for which it is submitted; the resolution may not be extended to any other item under the same or another Order without Buyer's explicit written consent.

Notwithstanding the foregoing, if complete details for the manufacture of a component are not provided by the Buyer or its customer, Seller shall have internal corrective action authority for updating or changing piece part drawings or for resolving departures from Seller's piece part drawings or internal procedures without VIR submittal to the Buyer ONLY if the corrective action does not depart from or affect in any manner the following:

- i. Order, Appendices, Terms and Conditions, requirements, including listed specification effectivity dates;
- ii. Material specification requirements;
- iii. Drawings or procedures issued by or subject to approval by the Buyer or its customer;
- iv. Safety, reliability, interchangeability, form, fit, or function of the component or component parts; or
- v. Shock or vibration integrity of qualified designs.

- B. Any corrective action taken as a result of Seller's internal review and disposition shall meet sound engineering principles, and records of all corrective actions must be maintained and made available to Buyer or its customer upon request. Copies of approved VIR's shall be sent with the material.

8. SHIPPING AND LABELING INSTRUCTIONS.

Unless otherwise provided in the Order, Seller shall ship material to: Huntington Ingalls Incorporated, **Main** Distribution center, 2175 Aluminum Avenue, Bldg. 872, Hampton, VA 23661. Seller shall clearly mark each shipping package, container label and all shipping documents with the Order number (P.O. #XXXXXXXXXX), the item number, the Newport News Part number (if applicable), Seller's invoice number, and the release number, if applicable. For container labels, Seller shall provide the following additional information: Shipper's name and address; Consignee Name; number of packages; gross and net weight and number of pieces per carton. Sellers shall go to the routing guide at: <http://supplier.huntingtoningalls.com> for complete shipping instructions. Use the carrier in the guide for the shipping location. The Buyer's routing requirements shall flow down to the Seller's suppliers, In those instances when the Seller's supplier must ship to the Seller, the sub-supplier must contract the NNS Traffic Office at NNSTrafficOffice@hii-nns.com or (800) 426-1910 for assistance.

9. FREIGHT CHARGES.

Unless otherwise specified in this Order, the Buyer will pay freight charges and insurance, and Seller shall ship to Buyer on a freight

collect basis using Buyer's preferred carrier. Buyer will not accept C.O.D, shipments unless expressly provided for in the Order.

10. DOMESTIC BARGE SHIPMENTS. Seller shall notify the Traffic Section of Buyer at 1-800-426-1910 at least 30 calendar days prior to shipment by domestic barge.
11. PACKING AND CRATING. Seller shall, when practicable, ship in packages or loose pieces for unloading by a standard 4000-pound forklift truck. Unless otherwise provided in the order, Seller's price includes all charges for packing and crating.
12. VALUE DECLARATION. Seller shall not insure for excess value via any mode of transportation. For shipments at Buyer's risk in which freight rates are based on released value Seller shall declare the lowest value on the bill of lading. For shipments at Buyer's risk via domestic air freight, air freight forwarder, and Parcel Post, Seller shall insert the notation NVD (no value declared).
13. DELIVERY. These requirements are in addition to those contained in the "Delivery, Title" clause in the General Provisions For Orders Under U.S. Government Contracts. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Order. Unless otherwise specified in this Order or authorized by the Buyer, Seller shall not:
 - A. Make partial shipments of individual line items; or
 - B. Make shipments more than 90 days in advance.
14. SUBCONTRACTING. No subcontract at any tier placed under this Order shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.404-(c) (4) (i) of the Federal Acquisition Regulation (FAR).
15. COMPLIANCE WITH WORKSITE RULES. (applicable only if Seller will be performing work on Buyer's property or a worksite under Buyer's control). While on Buyer's property/worksite, seller shall comply with all of Buyer's safety and security rules and regulations to include but not limited to the most recent version of Buyer's safety handbook, Safety sense Handbook for New Employees, contractors, and Visitors. Prior to performing Production Work on Buyer's Newport News, Virginia, property, or at other locations if informed by Buyer that Seller must be "safety qualified to perform the work, Seller shall also coordinate with Buyer's Environmental, Health, and **Safety** (EH&S) Department (027) to complete the qualification process, and comply with the requirements of Buyer's "Contractor EH&S Resource Manual" which is available under Supplier Resources at this web site:
http://supplier.huntingtoningalls.com/sourcing/Contractor_Safety/index.htm. "Production Work" is defined as operations that involve hazards to personnel, including but not limited to construction, demolition, "hot work," work in enclosed and confined spaces, blasting,

painting, material handling, working with hazardous materials or equipment, efforts in direct support of Buyer's Production Work, and similar operations. In addition to any other remedies Buyer may be entitled to, Buyer may, without notice and an opportunity to cure:

- A. Terminate this Order for default if Seller fails to comply with any of the provisions of this paragraph; or
 - B. Expel from Buyer's property/work site, any employee, subcontractor or agent of Seller found violating any of the provisions of this paragraph. Access by non-US. citizens to Buyer's property/worksites is prohibited unless approved in writing by Buyer.
16. RESTRICTION ON CERTAIN PAYMENTS (ORDERS TO WHICH THE COST PRINCIPLES AT FAR PART 31 APPLY). Seller shall obtain Buyer's written permission prior to requiring employees to perform work under this order for which the employees will be eligible to receive overtime premium pay as defined in FAR 22.103-1. Any overtime premium pay that is paid to Seller's employees for work performed under this Order for which Seller has failed to obtain Buyer's prior written approval shall be an unallowable cost under this Order. Employees and subcontractors' employees performing work under this Order will complete a full shift at the worksite. Man-hour costs (whether straight-time or overtime) and transportation costs for Seller personnel or Seller's subcontractor personnel traveling to or from worksites, including travel to worksites other than the Seller's facility for performance of the work shall not be an allowable cost under this Order. The restriction on travel costs contained in the previous sentence shall apply only to payments for travel time before or after the workers' regular shifts and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable, and allowable. The restrictions on the allowability of travel costs do not apply to manufacturer's representatives when specifically required by the Order specifications.
17. INVOICE PROCESSING. (back to top) Unless Seller is part of Buyer's Invoice less Payment System, Seller shall send all invoices, in duplicate, showing the Order number and Order Item Number to the Huntington Ingalls Incorporated. address on the first page of this Order, Attention: Accounts Payable.
18. ANTI-TERRORISM STANDARDS.
Seller shall ensure that any services to be delivered in a Department of Defense ("DoD") occupied space or ship are governed by the requirements set forth in DoD Instruction 2000.16, DoD Antiterrorism Standards. HSC will review DOD instruction.
19. FAR/DFARS CI.A.USES/PROVISIONS.
- A. The below listed FAR and DFARS clauses are incorporated by reference and made part of this Order with the same force and effect as though set forth in full text.

- B. Unless the text in these clauses clearly reserves rights in the Government only or as otherwise noted, the terms "Contractor means "Seller," "Contracting Officer" means "Buyer," "Contract" means this Order and "Government" means "Buyer or the Government." However, the words "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract contracting officer or duly authorized representative.

- C. Applicable thresholds include Truth in Negotiation Act Threshold (TINA) at \$700,000; Simplified Acquisition Threshold (SAT) at \$150,000; and Micro-purchase Threshold at \$3,000.

- D. Whenever the FAR or DFARS clauses include a requirement for the resolution of disputes between the Parties in accordance with the "Disputes clause, " the dispute shall be disposed of in accordance with the provision entitled "Disputes" in this Order.

- E. The full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

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