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**GREENSOURCE FABRICATION LLC**

**TERMS AND CONDITIONS OF PURCHASE**

GreenSource Fabrication LLC (“Buyer”) and the seller (“Seller”) of good and services (“work”) described in a purchase order issued by Buyer have agreed that the following terms and conditions shall apply to the purchase order:

**1. ORDER ACCEPTANCE**

Seller’s acknowledgement, acceptance of payment, or commencement of performance shall constitute Seller’s acceptance of the purchase order. Unless expressly accepted in writing by Buyer, additional or differing terms or conditions proposed by Seller are rejected by Buyer and shall have no effect.

**2. DELIVERY**

Seller shall deliver the work by the delivery date noted in the purchase order. Time is of the essence in Seller’s performance of the purchase order. Shipment shall be to the location directed by Buyer. Title and risk of loss to goods shall pass to Buyer upon receipt of the goods at the location directed by Buyer.

**3. PAYMENT TERMS**

3.1 Unless otherwise agreed by the parties, payment terms shall be net thirty (30) days from Buyer’s receipt of a proper invoice from Seller. Seller shall not submit an invoice until actual completion of performance of the work that is the subject of the invoice, including delivery as directed in the purchase order. Payment shall be deemed to have been made as of the date of Buyer’s mailing of the payment or electronic funds transfer.

3.2 Unless otherwise specified, Seller’s prices shall include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, each of which Seller shall list separately on the invoice.

3.3 Each payment shall be subject to reduction to the extent of amounts found by either party to not be properly payable. Buyer shall have the right to set off any amount owing from Seller to Buyer under the purchase order or any other contract between the parties.


**4. QUALITY ASSURANCE**

4.1 Seller shall have a quality management system in place.

4.2 Seller shall provide and maintain a quality control system to an industry recognized quality standard and with any other quality requirements identified in the purchase order. Seller shall impose the applicable quality requirements on its subcontractors.

4.3 Seller shall only tender goods to Buyer that have passed all testing and inspection requirements and that otherwise conform to all requirements of the purchase order.

4.4 Records of all quality control inspection work by Seller shall be kept complete and available to


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Buyer and its customers for at least 10 years.

- 4.5 Buyer and Buyer’s customer shall each have the right, at no charge to Buyer or Buyer’s customer, to access the sites where the work is performed and to receive Seller data in order to conduct quality audits, perform or witness inspections or tests, assess conformance with Buyer’s specifications, assess performance of goods, or assess conformance with any terms of the purchase order.
- 4.6 Seller agrees to use only experienced, trained and qualified employees in the performance of the work.
- 4.7 Seller shall provide to Buyer, upon Buyer’s request, the identity of its suppliers and/or the location of manufacture or performance of the work identified in the purchase order, including any subcomponents and materials.
- 4.8 Seller shall ensure all employees are aware of their contributions to product or service conformity and safety and importance of ethical behavior.
- 4.9 Seller shall provide a Certificate of Conformance (C of C) with each shipment of products. The C of C must certify that the products meet all specified requirements, including but not limited to, technical specifications, quality standards, and regulatory compliance.

5. COUNTERFEIT WORK

- 5.1 The following definitions apply to this clause:  
 "Counterfeit Work" means work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.  
 "Suspect Counterfeit Work" means work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the work is authentic.
- 5.2 Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under the purchase order.
- 5.3 Seller shall only purchase products to be delivered or incorporated as work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller’s inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the work, and (iii) Seller obtains the advance written approval of Buyer.
- 5.4 Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in the purchase order.

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5.5 Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer or Buyer’s customer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under the purchase order.

5.6 This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, warranty or other provision included in the purchase order addressing the authenticity of work.

5.7 In the event that work delivered under the purchase order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine work conforming to the requirements of the purchase order. Notwithstanding any other provision in the purchase order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer’s and Buyer’s customer’s costs of removing Counterfeit Work, of installing replacement work and of any testing necessitated by the reinstallation of work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of the purchase order.


5.8 Seller shall include section 5 of these terms and conditions or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as work to Buyer.

**6. WARRANTY**

6.1 Seller warrants that all work furnished pursuant to the purchase order shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of the purchase order and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming work is identified within the warranty period, Seller, at Buyer's option, shall promptly repair, replace, or reperform the work. Transportation of replacement work, return of non-conforming work, and reperformance of work shall be at Seller's expense. If repair, or replacement, or reperformance of work is not timely, Buyer may elect to return, reperform, repair, replace, or reprocur the work at Seller's expense. All warranties shall run to Buyer and Buyer’s customers.

6.2 Seller warrants that it will perform any services under the purchase order with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

6.3 Seller warrants that it is and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the work to be furnished by Seller under the purchase order.

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7. PROPERTY


- 7.1 Buyer may provide to Seller property owned by either Buyer or its customer. Such property shall be used only for the performance of the purchase order. Title to such property shall remain in Buyer or its customer. Seller shall be responsible for, and promptly notify Buyer of, any loss or damage to such property.
- 7.2 The Government Property clause of the Federal Acquisition Regulation (FAR) shall apply in lieu of section 7.1 with respect to property to which the U.S. Government has title.
- 7.3 If items are bailed to Seller or progress payments made, Seller grants Buyer a security interest in goods, equipment, machinery, contract rights, inventory, and raw materials, whether now existing or hereafter arising, provided by Buyer and/or purchased or used by Seller to perform the purchase order. Seller agrees to execute and deliver all documents requested by Buyer to protect and maintain Buyer's security interest.

8. CHANGES

- 8.1 No changes, modifications, waiver or interpretation of any of the provisions of the purchase order shall be binding upon either party unless in writing and signed by an authorized representative of the party intended to be bound thereby.
- 8.2 No changes to products, processes, materials, suppliers, or manufacturing locations that may affect product quality, performance, or compliance with specified requirements shall be implemented without prior written approval from Buyer. This includes, but is not limited to, changes in design, materials, manufacturing processes, testing methods, and subcontracted suppliers.
- 8.3 If Seller identifies a potential change to products, processes, materials, suppliers or manufacturing locations that will benefit Buyer, Seller may notify Buyer in writing of such proposed change. Seller must provide detailed documentation of the proposed change, including the reason for the change, potential impact on product quality and performance, and any relevant test data or validation results. No proposed product change shall be permitted without a written modification to the purchase order in accordance with Section 8.1 above.
- 8.4 Any changes made without prior written approval will be considered non-compliant and may result in the rejection of the affected products. Seller will be responsible for all costs associated with non-compliance, including rework, replacement, and any potential delays.

9. TERMINATION

- 9.1 If Seller for any reason anticipates failure to meet the delivery date or any other requirements of the purchase order, Seller shall promptly notify Buyer in writing, and, upon request, provide Buyer adequate assurance of performance. If Seller fails to perform any obligation under the purchase order, fails to make progress so as to endanger timely performance, or becomes insolvent or becomes the subject of a bankruptcy petition, Buyer may, by written notice, terminate the purchase order or portion thereof for default without any liability or obligation to the Seller for the portion terminated. Seller shall be liable to Buyer for any and all expenses, costs or damages, including procurement costs, requalification costs, and any other non-recurring costs arising out of the Seller's failure to perform.

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9.2 Buyer may terminate all or any part of the purchase order for convenience at any time after notice to Seller. Upon receipt of notice of termination, Seller shall immediately stop work as directed in the notice, place no further subcontracts or orders in furtherance of the terminated work, and terminate all subcontracts related to the terminated work. Seller shall submit a final termination settlement proposal to Buyer within 60 days from the effective date of termination. The termination proposal shall be subject to review and audit by the Buyer and negotiation of the parties. In no event shall Buyer be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any amount in excess of the price listed in the purchase order for the terminated work. In the event that Buyer erroneously terminates the purchase order in whole or in part for default, such termination shall be treated by the parties as a termination for convenience subject to section 9.2 of these terms and conditions.


## 10. INSURANCE

10.1 Seller and its subcontractors shall maintain throughout the performance of the work the following insurances:

- (1) Workers' compensation insurance meeting the statutory requirements where work will be performed;
- (2) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;
- (3) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as Buyer may require;
- (4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as Buyer may require; and
- (5) Such other insurance as Buyer may require.

10.2 Seller shall provide Buyer thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance, provided however such notice shall not relieve Seller of its obligations to maintain the required insurance. If requested, Seller shall provide a "Certificate of Insurance" evidencing Seller's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. "Subcontractor" as used in this clause shall include Seller's subcontractors at any tier. Seller's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in the purchase order.

## 11. REMEDIES AND INDEMNIFICATION

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11.1 Seller shall be liable for any costs, expenses and damages incurred by Buyer related to or arising from Seller’s acts or omissions in the performance of the purchase order. The rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

11.2 Seller shall defend, indemnify, and hold harmless Buyer, Buyer’s customers, insurers, affiliates and their officers, directors, employees, and agents from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney’s fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, consultants or subcontractors at any tier, in the performance of the purchase order.

**12. INTELLECTUAL PROPERTY**

12.1 Intellectual property developed by Seller when performing work under the purchase order is considered and referred to in these terms and conditions as Foreground Intellectual Property. All other intellectual property shall be considered and referred to in these terms and conditions as Background Intellectual Property.

12.2 Seller grants to Buyer a non-exclusive, perpetual, irrevocable, fully paid-up, worldwide license to use, copy and make derivative works of Seller’s Background Intellectual Property and to disclose Seller’s Background Intellectual Property to Buyer’s customers, partners, affiliates and contractors in connection with the sale, test, qualification, adaptation, modification, servicing, or repair of work performed under the purchase order, including where such work is incorporated into a higher tier assembly.


12.3 Nothing in these terms and conditions shall entitle a party to ownership rights in any Background Intellectual Property of the other party.

12.4 Buyer shall own all Foreground Intellectual Property along with any intellectual property rights thereto. As part of performance of the purchase order, Seller shall deliver all Foreground Intellectual Property to Buyer. Seller irrevocably assigns and agrees to assign all right, title and interest in Foreground Intellectual Property. Seller agrees to take reasonably necessary actions to enable Buyer to secure and perfect all rights in Foreground Intellectual Property.

12.5 Seller will obtain from its employees and subcontractors, for the benefit of Buyer and at Seller’s sole expense, all intellectual property rights in Foreground Intellectual Property, including the execution of all patent applications, assignments, and other instruments necessary for Buyer to secure and vest title in Foreground Intellectual Property.

12.6 All Foreground Intellectual Property that is considered “Work Made for Hire” as defined in 17 U.S.C. § 101 shall be deemed a “work made for hire” under the purchase order, with all right, title and interest in such Foreground Intellectual Property vesting with Buyer.

12.7 The terms of section 12 of these terms and conditions shall supersede any use restrictions stated in any proprietary information agreement between the parties.


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12.8 Seller warrants that the work performed or delivered under the purchase order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country, or otherwise impose any limitation or condition on the Buyer’s use, reproduction, modification, distribution or conveyance of the work. Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney’s fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the work performed or delivered under the purchase order infringes or otherwise violates the intellectual property rights of any person or entity or imposes any limitation or condition on the Buyer’s use, reproduction, modification, distribution or conveyance of the work.

### 13. PROTECTION OF INFORMATION

- 13.1 Seller shall not reproduce or disclose any information, knowledge or data of Buyer that Seller may receive from Buyer or have access to, without Buyer’s prior written consent. Seller agrees not to use any information, knowledge or data of Buyer for any purpose except to perform the purchase order. Seller agrees to maintain data protection processes and systems sufficient to adequately protect Buyer’s information and comply with any law or regulation applicable to such information.
- 13.2 If Seller becomes aware of any unauthorized use or disclosure of Buyer’s information, Seller shall take appropriate immediate actions to investigate and contain the unauthorized use or disclosure and any associated risks. Seller shall notify Buyer within seventy-two (72) hours of discovery of unauthorized use or disclosure of Buyer’s information. Seller shall provide cooperation to Buyer and Buyer’s customer in conducting any investigation regarding unauthorized use or disclosure of Buyer’s information. Any costs incurred in investigating or remedying unauthorized use or disclosure of Buyer’s information shall be the responsibility of Seller. Seller’s obligations under section 13.1 and 13.2 of these terms and conditions are in addition to the obligations set forth in any applicable acquisition regulation clause governing information security.
- 13.3 Buyer’s information provided to Seller remains the property of Buyer. Within thirty (30) days of the completion of work under or termination of the purchase order, or upon request by Buyer, Seller shall return or certify destruction of all Buyer information, including all copies.
- 13.4 Seller shall not provide any proprietary information to Buyer without prior execution of a proprietary information agreement by the parties.
- 13.5 Seller shall not release any information concerning the purchase order or Seller’s business relationship with Buyer to any third party without Buyer’s prior written consent, except as required by applicable law, rule, injunction or administrative order. Seller shall not use Buyer’s name, photographs, logo, trademark or other identifying characteristics without Buyer’s prior written approval.



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#### 14. COMPLIANCE WITH LAWS


Seller represents and warrants that it shall perform all work required by the purchase order in compliance with applicable international, national, state and local laws, orders, rules, regulations and ordinances. Seller shall procure all licenses and permits and pay all fees and other required charges.

#### 15. CHEMICAL SUBSTANCES


- 15.1 Seller represents that each chemical substance constituting or contained in work sold or otherwise transferred to Buyer hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017). Seller shall make available to Buyer all Safety Data Sheets for any material provided to Buyer, or brought or delivered to Buyer or its customer's premises in the performance of the purchase order, as required by applicable law such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- 15.2 Work delivered by Seller under the purchase order may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012) (BPR).
- 15.3 Seller represents and warrants that the work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR, and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of Seller's work or substances in Seller's work in the EEA, and that all such work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by REACH, CLP, and BPR.
- 15.4 Seller shall timely respond to any request from Buyer with all relevant information on the work so that the intents of REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, Seller shall provide all information necessary for Buyer and/or any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.
- 15.5 Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.

#### 16. INTERNATIONAL TRADE COMPLIANCE



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- 16.1 Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").
- 16.2 Seller shall notify Buyer if any deliverable under the purchase order is restricted by applicable Trade Control Laws. Before providing Buyer any item or data controlled under any of the Trade Control Laws, Seller shall provide in writing to Buyer the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify Buyer in writing of any changes to the export classification information of the item or controlled data. Seller represents that an official authorized to bind the Seller has determined that the Seller or the designer, manufacturer, supplier or other source of the work has properly determined their export classification.
- 16.3 Seller shall not export, re-export, transfer, disclose or otherwise provide or make accessible Buyer's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such export-controlled information to any military application unless Seller receives advance, written authorization from Buyer and verification of any required export authorization is in place. Seller shall not provide a defense service as defined by the Trade Control Laws using any or all of Buyer's technical data and/or hardware. Upon Buyer's request, Seller shall demonstrate to Buyer's, and Buyer's customer's, reasonable satisfaction, Seller's and Seller's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent Seller's work provided under the purchase order includes packing, labeling, processing, and/or handling exports for Buyer, Seller shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. Seller shall also promptly notify Buyer if it becomes aware of any failure by Seller or Seller's lower-tier subcontractors to comply with this clause and shall cooperate with Buyer in any investigation of such failure to comply.
- 16.4 Seller hereby represents that neither Seller nor any parent, subsidiary or affiliate of Seller is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). Seller shall immediately notify Buyer if Seller, or any parent, subsidiary or affiliate of Seller becomes listed on any Restricted Party List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

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- 16.5 If Seller is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, Seller represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- 16.6 Where Seller is a party to or signatory under a Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA) of the Buyer or Buyer’s customer, license exception or license exemption (collectively, "Export Authorization"), Seller shall provide prompt notification to Buyer in the event of (i) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect Seller's performance under the purchase order, or (ii) any change by Seller that might require Buyer or Buyer’s customer to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. Seller shall provide to Buyer all information and documentation as may reasonably be required for Buyer to prepare and submit any required export license applications. Delays on Seller's part to submit the relevant information for export licenses shall not constitute an excusable delay under the purchase order.
- 16.7 Upon completion of performance of the purchase order, Seller and its lower-tier subcontractors shall as directed by Buyer, return or destroy all export controlled technical data, technology, hardware or other items. Seller shall provide a certificate of destruction for all destroyed items.
- 16.8 Seller shall include section 16 of these terms and conditions or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or delivered as work to Buyer. Seller shall immediately notify Buyer upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.
- 16.9 Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under section 16 of these terms and conditions.

## 17. CODE OF CONDUCT

Seller shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics, and compliance. Seller shall have management systems, tools and processes to ensure: (i) compliance with applicable laws and contract requirements; (ii) promote awareness and commitment to ethical business practices; (iii) facilitate the timely discovery, investigation, disclosure and corrective actions to address violations of law, contract requirements, or the Seller’s code of conduct; and (iv) provide training to its employees on compliance requirements and methods for employees to report ethics and compliance concerns.

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**18. ASSIGNMENT AND CHANGE IN CONTROL**

Any assignment of Seller’s rights or delegation of Seller’s duties under the purchase order shall be void unless Buyer provides prior written consent. Prior to a potential change of control of Seller, Seller will promptly notify Buyer in writing thereof. If the change in control occurs, Buyer has the right at its discretion to terminate the purchase order.

**19. INDEPENDENT CONTRACTOR RELATIONSHIP**

Seller’s relationship to Buyer shall be that of an independent contractor. The purchase order does not create an agency, partnership or joint venture relationship between Buyer and Seller or either party’s personnel. Seller’s personnel performing services under the purchase order shall remain employees of Seller and shall not be entitled to any rights, benefits or privileges of Buyer employees.

**20. PLACE OF PERFORMANCE**

If Seller intends to change the place of performance of work under the purchase order from the place identified in Seller’s proposal, Seller shall provide prior written notice to Buyer. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by Seller to Buyer at least six months in advance.

**21. WORK AT BUYER’S FACILITY**

Seller shall ensure that Seller personnel performing work at Buyer’s facility comply with Buyer’s workplace policies, including facility access policies. Seller personnel shall comply with all of Buyer’s safety and security procedures and take all necessary precautions to prevent the occurrence of any injury to person or property while at Buyer’s facility. Seller shall ensure that Seller personnel performing work at Buyer’s facility do not bring weapons of any kind to the facility, and do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcohol while at Buyer’s facility. Seller personnel shall not use Buyer’s facility to engage in promotional activities at Buyer’s facility or conduct work other than work for Buyer.

**22. GOVERNING LAW**


All disputes between the Parties shall be governed by the law of the state of Connecticut, notwithstanding its conflict of laws rules. The application of the United Nations Convention on the International Sale of Goods will not apply.

**23. SURVIVAL**

All rights, duties and obligations which by nature should apply beyond the term of the purchase order will remain in force after the complete performance of the purchase order.

**24. NO WAIVER**


Any failure or delay in the exercise of rights or remedies under the purchase order will not operate to waive or impair such rights or remedies. Any waiver given will not be construed to provide or

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require future waivers.

## 25. INTERPRETATION

The captions and headings used in these terms and conditions have been inserted for the convenience of the parties and shall not define, limit, or enlarge the scope of meaning of the purchase order or any provision thereof. These terms and conditions shall be construed as if drafted jointly by the parties. No provision in these terms and conditions shall be interpreted for or against any party because that party drafted the provision. If there are inconsistencies or conflicts in the provisions applicable to the purchase order, precedence shall be given in the following order: (i) the face sheet of the purchase order, including price, specifications, drawings, quality requirements, or work statements; (ii) modifications to these terms and conditions that specifically reference the section being modified; (iii) the terms and conditions of the purchase order. If any portion of the purchase order is determined to be contrary to applicable law, the balance of the purchase order shall remain in full force and effect.

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**ATTACHMENT A**

**GREENSOURCE FABRICATION LLC**


**FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FAR SUPPLEMENT FLOWDOWN PROVISIONS**

**A. INCORPORATION OF FAR AND AGENCY FAR SUPPLEMENT CLAUSES**

For purchase orders in support of U.S. Government contracts, the FAR and FAR Supplement 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 the purchase order. Full text of FAR clauses is available at [FAR | Acquisition.GOV](https://www.far.acquisition.gov). Full text of DFARS clauses is available at [DPC | Defense Acquisition Regulations System | DFARS/PGI \(osd.mil\)](https://www.dpc.defenseacquisitionregulations.com). In interpreting and applying FAR and DFARS clauses, and as context requires, the terms “Contractor” and “Offeror” shall mean Seller, the term “Contract” shall mean this subcontract, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer. The Contracts Disputes Act shall have no application to the purchase order, and nothing in the purchase order grants Seller a direct claim or cause of action against the U.S. Government. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included below.

**B. FAR CLAUSES**

- 52.202-1        DEFINITIONS (JUN 2020)
- 52.203-6        RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
- 52.203-7        ANTI-KICKBACK PROCEDURES (JUN 2020) (If order exceeds \$150,000. Paragraph (c)(1) does not apply.)
- 52.203-12       LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
- 52.203-13       CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (if order exceeds \$6M and performance period is 120 days or more)
- 52.203-17       CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) (if order exceeds \$250,000)
- 52.203-19       PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- 52.204-21       BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
- 52.204-23       PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
- 52.204-27       PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
- 52.209-6        PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020) (If order exceeds \$35,000, except commercially available off-the-shelf items.)
- 52.211-15       DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) (Applies unless the order provides no DPAS rating)
- 52.215-14       INTEGRITY OF UNIT PRICES (NOV 2021) (if order exceeds \$250,000. Paragraph (b) does not apply.)
- 52.219-8        UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
- 52.219-9        SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) (If order exceeds \$750,000 and small business subcontracting plan is incorporated into order.)
- 52.222-4        CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (MAY 2018)
- 52.222-21       PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 52.222-26       EQUAL OPPORTUNITY (JUN 2020)
- 52.222-35       EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (If order valued at \$150,000 or more.)
- 52.222-36       AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (If order exceeds \$15,000.)
- 52.222-37       EMPLOYMENT REPORTS ON VETERANS JUN 2020 (If order valued at \$150,000 or more.)
- 52.222-40       NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (If order exceeds \$10,000.)
- 52.222-50       COMBATING TRAFFICKING IN PERSONS (JAN 2019)

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- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (If order exceeds \$3500.)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.227-1 AUTHORIZATION AND CONSENT JUN 2020 ALT I (APR 1984) (If order exceeds \$250,000.)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (If order exceeds \$250,000.)
- 52.242-15 STOP-WORK ORDER (AUG 1989)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2020)

**C. DFARS CLAUSES**

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008)
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (SEPT 2013)
- 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019) (If order exceeds \$6M.)
- 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)
- 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (MAY 2016)
- 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)
- 252.204-7020 NIST SP 800-171 DoD ASSESSMENT REQUIREMENTS (NOV 2020)
- 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (JUL 2019) (If order exceeds simplified acquisition threshold. Paragraphs (c) and (d) only apply to sole-source subcontracts above \$2M.)
- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (MAR 2016) ALT I (DEC 2019) (If order exceeds \$750,000 and small business subcontracting plan is incorporated into order.)
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
- 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)
- 252.225-7009 RESTRICTION OF ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019)
- 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)
- 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)
- 252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022) (If order exceeds \$5M. Does not apply to orders for commercial products or commercial services.)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (If order exceeds \$500,000.)
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014)
- 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
- 252.227-7038 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Includes Alt II (DEC 2007).)
- 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020)


**D. CLAUSE DEVIATIONS IN FULL TEXT**

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Report - Basic (Deviation 19-009C)

The following points of contact in this clause shall mean "Buyer":

- "Contracting Officer"



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- “Procuring Contracting Officer”
- “Security COR”
- “Contracting Officers Representative”

(a) Definitions. As used in this clause -

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination.

Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at

<http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and is -

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.


Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and



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computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)

(A) The Contractor shall implement NIST SP 800-171 prior to contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.


(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall

-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide

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operationally critical support; and

(ii) Rapidly report cyber incidents to this contract to the Contracting Officer's Representative for surveillance of security performance (Security COR) and to the Procuring Contracting Officer. Contractors at any tier are not to report cyber incidents solely related to this contract via the Defense Industrial Base on-line portal (DIBNET) or to the DoD Cyber Crime Center (DC3). If the cyber incident involves other DoD contracts, contractors shall not enter any information related to this contract or order via the DIBNET portal.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the following elements. If not all information is available within 72 hours of discovery, then the contractor shall submit to the Security COR and the Contracting Officer, a follow-on report with the added information when more information becomes available. Contractors shall provide classified information in accordance with the classified information transmittal requirements specified in the DD Form 254 for this contract and applicable security classification guides.

- Company name
- Company point of contact information (address, position, telephone, email)
- Unique Entity Identifier (Data Universal Numbering System (DUNS) Number)
- Contract number (s) or other type of agreement affected or potentially affected
- Contracting Officer or other type of agreement point of contact (address, position, telephone, email)
- U.S. Government Program Manager point of contact (address, position, telephone, email)
- Contract or other type of agreement clearance level (Unclassified, Confidential, Secret, Top Secret, Not applicable)
- Facility CAGE code
- Facility Clearance Level (Unclassified, Confidential, Secret, Top Secret, Not applicable)
- Impact to Covered Defense Information
- Ability to provide operationally critical support
- Date incident discovered
- Location(s) of compromise
- Incident location CAGE code
- DoD program, platforms or systems involved
- Type of compromise (unauthorized access, unauthorized release (includes inadvertent release), unknown, not applicable)
- Description of technique or method used in cyber incident
- Incident outcome (successful compromise, failed attempt, unknown)
- Incident/Compromise narrative
- If the cyber incident involved other DoD contracts, and these contracts contain the DFARS clause at 252.204-7012, provide DIBNET incident report number
- Any additional information


(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software in accordance with instructions provided by the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect

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against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD -

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall -

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and


(2) Require subcontractors to -

- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
- (ii) Notify the prime Contractor (or next higher-tier subcontractor) for cyber incident submission instructions within 72 hours of discovery of any cyber incident, when reporting a cyber incident to DoD as required in paragraph (c) or this clause. Subcontractors must submit the report as instructed within 72 hours of receiving submission instructions.

(End of clause)

## E. CERTIFICATIONS AND REPRESENTATIONS

Seller acknowledges that Buyer will rely upon Seller’s certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer,

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proposal or quote, or company profile submission, which results in award of a contract to Seller. By entering into such contract, Seller makes the certifications and representations set forth below. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.

**1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)**

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, Seller shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**2. FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

(a)(1) Seller certifies, to the best of its knowledge and belief, that--

(i) Seller and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) Seller shall provide immediate written notice to Buyer if, at any time, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**3. FAR 52.222-22 Previous Contracts and Compliance Reports**

(a) Seller represents that if Seller has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) Seller has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) Seller performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

**4. FAR 52.222-25 Affirmative Action Compliance**

(a) Seller represents: (1) that Seller has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Seller will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) Seller performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.