

DDG 1000 HW

Flow Down Terms and Conditions and Special Requirements

T's and C's listed below are in addition to Northrop Grumman Corporation's standard T's and C's.

Flow Down Terms and Conditions

1. ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises. (b) To the best of its knowledge and belief, the Contractor has identified and made known to the Government all known Organizational Conflicts of Interest at the time of contract definitization. The Contractor represents that it will act in good faith and take reasonable steps to identify and make known in writing to the Contracting Officer, Organizational Conflicts of Interest (hereinafter referred to as "OCI") as that term is used in FAR Subpart 9.5 that may arise prior to definitization and during the performance of the definitized contract. Full disclosure, including a description of the OCI, shall be made in writing to the Contracting Officer within fourteen (14) days. The Contracting Officer will provide the Contractor its determination within thirty (30) days and shall request a specific mitigation plan or a request for a waiver of the OCI (in accordance with FAR 9.503). Should the Contracting Officer identify an OCI that has not been previously identified, the Contracting Officer shall request, and the Contractor shall provide for Contracting Officer approval, a specific mitigation plan, if required. The Contracting Officer's decision as to the existence or nonexistence of an OCI, approval of a mitigation plan or waiver of a particular OCI under this contract shall be final. (c) The Contractor acknowledges that this contract is subject to the provisions of FAR 9.5, and further, the Contractor acknowledges that the OCI provisions in FAR 9.5, if applicable, may affect, if not properly mitigated, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of work under this contract. (d) The Contractor agrees to abide by the provisions of FAR 9.505-4 and will implement appropriate procedures for the proper handling and protection of Proprietary and/or Competition Sensitive information. (e) The Contractor shall notify the Contracting Officer, in writing, when it becomes known that the Contractor has been tasked to evaluate or advise the Government concerning its own products, services, or activities or those of a competitor developed under this contract so that appropriate measures can be taken to mitigate any potential for an OCI. (f) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract. (g) Compliance with the provisions of this clause is a material requirement of this contract. (h) The Contractor shall include the provisions of this clause in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate."

2. DFAR 252.227.7017

3. DFAR 252.227.7028

Special Requirements

1. **Obsolescence Notification** – applies to DEHN, GMS, Schroff, Siemens, TE Tech, Vanguard, Vicor, and any other supplier identified at purchase order placement.

Purchase orders shall be subject to the acceptance of the following terms:

When SELLER has knowledge that any hardware item or material to be provided in performance of this purchase order is obsolete, is marked for impending obsolescence, or has an established end of production date, SELLER shall immediately give initial notice thereof, including all relevant information with respect thereto, to Northrop Grumman. Such notice shall include, but not be limited to (1) complete details of which parts are affected, including rated Mean Time Between Failure (MTBF), where available; (2) date of obsolescence; (3) end of production date; (4) reason for obsolescence; (5) pricing and availability of last-time buy; (6) supportability terms (repair and warranty) for last-time buy; and (7) SELLER's recommendation for replacement hardware inclusive of known impacts to performance, pricing, availability and lead time. SELLER's initial notifications of obsolescence shall be made through the end of the contracted warranty period for the items provided under this order.

SELLER shall also provide a semi-annually obsolescence status report for each hardware item or material item commencing upon receipt of this order. Status reporting shall include, but not be limited to (1) item identification, (2) obsolescence status, and (3) any updated information applicable to initial notifications of obsolescence provided above. BUYER may direct SELLER to discontinue the reports at any time.