

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

If any of the following standard clauses or any FAR/DFARS clauses contained herein do not apply to a particular Order due to the nature of the work performed (for instance, FAR 52.246-“Inspection of Supplies - Fixed-Price” does not apply if the Order is solely for Services), such clauses are considered not applicable to that Order.

1. RELEASE OF INFORMATION AND ADVERTISING

A. Except as required by law, Seller shall not release to anyone outside Seller's organization any information, or confirmation or denial of same, with respect to this Order or the subject matter hereof without the prior written approval of Buyer. Requests for approval shall be made at least fifteen (15) days before the proposed date for release and shall identify the specific information to be released, the medium to be used, and the purpose for the release. Additionally, Seller shall not use the name “Northrop Grumman” or any other Buyer trade name, any Products, parts thereof or replicas of Products, or in any other way identify Buyer in any advertisement, display, news release, or other disclosure without Buyer’s prior written consent. The Parties agree that in the event a news release is so approved and made, such news will recognize Buyer and Seller.

B. The Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract. Seller shall submit requests for authorization to the Buyer.

2. ANTI-TRAFFICKING IN PERSONS

A. Seller is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:

1. Trafficking in persons, including, but not limited to the following: a. sex trafficking; or b. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
2. The procurement of a commercial sex act;
3. The use of forced labor in the performance of company business;
4. The use of misleading or fraudulent recruitment activities;
5. Charging employees recruitment fees;
6. Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working;
7. Providing or arranging housing that fails to meet the host country housing and safety standards; or
8. If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual’s native language and prior to the individual departing from his or her country of origin.

B. Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract laborers and subcontractors to abide by and comply with the requirements of this clause.

C. Upon written notice, Buyer or its Authorized Representatives may audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Seller agrees to cooperate with and provide Buyer with any information reasonably

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

requested in support of Buyer's due diligence or other efforts and in order to verify compliance with this clause. Seller will, in all of its lower-tier subcontracts and contracts relating to this or any other Buyer Order with Seller, include provisions which secure for Buyer all of the rights and protections provided for within this clause.

D. Seller acknowledges that if Seller or any of its employees, agents, contract laborers or subcontractors engages in any of the prohibited activities in this clause, this Order is subject to termination.

E. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.

F. Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.

G. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

3. **INSURANCE:** Seller and its subcontractors, at their sole cost and expense, will at all times, prior to commencement and throughout the period of performance of this Order, maintain with reputable insurance companies that are authorized to do business under the laws of the state(s) in which the work is being performed, insurance coverage in the minimum amounts as indicated below:

- A. Worker's Compensation insurance coverage (or DBA, LS&H, or local equivalent outside the U.S.) as required by the laws of the state in which the work is performed, and such insurance shall provide waiver of subrogation against Buyer.
- B. Employer Liability insurance in the amount of \$1,000,000.
- C. Commercial General Liability (CGL) (ISO form CG 0001 12/04 or equivalent) with a Combined Single Limit (CSL) of \$ 2,000,000 bodily injury and/or property damage. Coverage shall include, but not necessarily be limited to, premises and operations, Products and completed operations and contracts.
- D. Automobile Liability (AL) with a CSL of \$2,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
- E. If work involves Aviation or Spacecraft Products, Aviation Products Liability with a CSL of \$100,000,000. In addition, for any Seller who will be responsible for aircraft in their care, custody and control, Hangar keeper's Liability Insurance with adequate limits to cover all such aircraft at any one location.
- F. If project involves ownership or lease of an aircraft, on Buyer's behalf, Aviation Hull and War Risk for Replacement Cost or Agreed value.
- G. For Foreign Direct Sales, such insurance as mandated by the country involved.
- H. Additional insurance types and/or limits will be necessary if the work involves special or hazardous operations. The special or hazardous operations include, but are not limited to: information technology/cyber risk, dispensing of medical care, operations involving the nuclear
- I. hazard, providing professional engineering advice, large construction projects (above \$5,000,000) hazardous waste, food service (including liquor liability), crane operation,

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

work above ground, work below ground, and operations involving demolition or explosives. Following are examples for additional types of insurance:

1. Errors and omissions or professional liability
 2. Commercial Crime, including employee dishonesty coverage, and if relevant, computer crime and wire transfer coverage, with limits of at least \$5 million per occurrence. Coverage must apply to loss or damage to Buyer (or to third parties for whom Services are performed), that is caused by Seller's employees.
 3. Environmental impairment liability or pollution liability insurance with a minimum limit of \$10 million per event, \$10 million aggregate covering the Seller's relevant locations under this agreement.
 4. Warehouse liability insurance with a minimum limit of \$10 million, covering the Seller's relevant locations under this agreement. Coverage must not contain exclusions for financial records of any kind.
- J. Such other insurance as Buyer may require as set forth in this Order or an attachment hereto.
- K. Limits required may be met by any combination of primary and umbrella/excess insurance.
- L. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.
- M. The insurance required under this Order must be placed with insurers rated "A-" or better by A.M. Best Company, Inc.
- N. The duty to defend, indemnify, and hold harmless Buyer under this agreement shall not be limited by the insurance required in this Order.

B. The insurance required in this Order shall include the following provisions:

1. Seller shall waive the insurer's rights of recovery and subrogation against Buyer;
2. The insurance required in items 2,3,4 and 5 above shall name Buyer as an additional insured;
3. Seller's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by Buyer and any insurance, self-insurance or self-retention maintained by Buyer shall be excess of Seller's insurance;
4. Severability of interests wording in all policies and endorsements;
5. The legal defense provided to Buyer under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for Buyer is necessary;
6. The insolvency or bankruptcy of the insured Seller shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Seller from meeting the retention limit under the policy.

C. If requested, Seller shall provide a Certificate of Insurance to the Buyer's Authorized Representative evidencing Seller's compliance with these requirements. Seller shall also furnish renewed certificates upon request of Buyer's Authorized Representative.

4. CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (CTPAT) PROGRAM

A. Buyer supports the U.S. Customs and Border Protection (CBP) in the CTPAT program. This program is designed to protect the supply chain from the introduction of terrorist contraband (weapons,

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

explosives, biological, nuclear or chemical agents, etc.) in shipments to Buyer originating from off-shore of the U.S., or in drop shipments to Seller's sub-tier suppliers, Buyer's customers or other subcontractors originating from off-shore of the U.S. Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers must be with transportation companies that are CTPAT validated by the U.S. Customs Service. In addition, Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers. Such measures may include, but are not limited to, physical security of manufacturing, packing, and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation, and maintenance of procedures to protect the security and integrity of all shipments. Seller shall contact Buyer's Authorized Representative for assistance in identifying transportation companies that are validated under the CTPAT program. Information about CTPAT can be found at www.cbp.gov.

B. Ocean/Land Container Shipments. Seller agrees to ensure the physical integrity and security of all ocean/land containers under this Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including Weapons of mass destruction), or introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures must include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas. Staged ocean and land containers must be secured from unauthorized access, and the immediate surrounding areas must be inspected on a regular basis to ensure these areas remain free of visible pest contamination. Seller acknowledges that ocean and land border container shipments made under this Order must be with certified and validated transportation providers participating in their country's respective trade security program (Authorized Economic Operator,

Partnership in Protection, Trusted Trader, CTPAT, or equivalent). Seller shall use International Standard Organization (ISO) 17712 high security seals and have written procedures that document and control access, distribution, controls in transit, and destruction of ISO 17712 seals. Transportation providers must notify the Buyer of the date, time, location, and reason any seal in transit is broken/replaced. Upon notification, Buyer, or its designee, may audit all pertinent records relating to the above and identify procedures in order to verify compliance with the requirements of this provision. Seller acknowledges that it has reviewed its supply chain security procedures and contractual terms with its transportation providers and by acceptance of this Order Seller certifies that its security procedures and transportation provider's contractual terms adhere to this clause and are in accordance with trade security requirements of its respective country.

5. Duty-free Entry. This purchase order is issued pursuant to one or more U. S. Government Prime Contracts as noted on the face hereof. Seller agrees to comply with the U. S. Customs Requirements for Duty-Free Entry for Purchase Orders Awarded to Non-U.S. Suppliers.

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

6. LABOR DISPUTES

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Order, Seller shall immediately give notice to Buyer’s Authorized Representative and provide all relevant information including, but not limited to, nature of dispute, labor organizations involved, contingency plans regarding the protection of Buyer’s Order, and estimated duration. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES AND PROVISIONS

The following clauses set forth in the FAR and DFARS as in effect on the date of this purchase order, unless otherwise noted, are incorporated herein by reference. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by its corresponding note, if any. Seller shall include the appropriate FAR and DFARS clauses as required in any lower-tier subcontract. Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR “Disputes” clause, the dispute shall instead be disposed of in accordance with the clause entitled “Disputes” in these terms and conditions. Where necessary to derive proper meaning in a subcontract situation from these clauses, “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: (1) 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, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-1, 52.227-2, and DFARS 252.227-7013 and 252.227-7014.

Clause	FAR Reference
Gratuities	52.203-3
NOTE: As used in this clause, “Government” means “Buyer” (except “Government” means “Buyer or Government” in the phrase “to any Officer, official or employee of the Government”), “hearing” means opportunity to be heard, and “in any competent court”, means “pursuant to the Disputes clause contained herein”.	
Restrictions on Subcontractor Sales to the Government	52.203-6
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
Anti-Kickback Procedures	52.203-7
NOTE: The substance of this clause, except subparagraph (c)(1), is applicable to any Order and all lower-tier	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

subcontracts which exceed \$150,000. Seller shall immediately notify Buyer of any alleged violations involving any of Buyer's or Seller's employees.	
Limitation on Payments to Influence Certain Federal Transactions	52.203-12
NOTE: Applicable to any Order greater than \$150,000.	
Contractor Code of Business Ethics and Conduct	52.203-13
NOTE: Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days. NOTE: Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Seller, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the Prime Contract under which this Order is being issued, with a copy to the Contracting Officer of the Prime Contract.	
Display of Hotline Poster(s)	52.203-14
NOTE: Applicable to any Order greater than \$6,000,000 and period of performance greater than 120 days (commercial items exempt).	
Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.203-15
Preventing Personal Conflicts of Interest	52.203-16
NOTE: Applicable to any Order greater than \$150,000	
Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	52.203-17

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	52.203-18
NOTE: This is not applicable to solicitations for a personal services contract with an individual if the services are to be performed entirely by the individual, rather than by an employee of the contractor or a subcontractor.	
Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.203-19
NOTE: Applicable in all solicitations and resultant contracts, other than personal services contracts with individuals.	
Security Requirements	52.204-2
NOTE: Delete paragraph (c). NOTE: Applicable if this Order involves access to Classified Information.	
Personal Identity Verification of Contractor Personnel	52.204-9
Reporting Executive Compensation and First-Tier Subcontract Awards	52.204-10
Basic Safeguarding of Covered Contractor Information Systems	52.204-21
NOTE: Applicable to all Orders at any tier for other than commercially available off-the-shelf items.	
Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	52.204-23

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment NOTE: Not including (b)(2) or (d)(2)	52.204-24
Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment NOTE: Pursuant to (e), not including (b)(2).	52.204-25
Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	52.209-6
Material Requirements	52.211-5
Defense Priority and Allocation Requirements	52.211-15
NOTE: Clause is applicable unless this Order provides no DPAS rating.	
Audit and Records – Negotiation	52.215-2
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
Price Reduction for Defective Certified Cost or Pricing Data	52.215-10
NOTE: Applicable to any Order when cost or pricing data are required.	
Price Reduction for Defective Certified Cost or Pricing Data - Modifications	52.215-11
NOTE: Applicable if FAR 52.215-10 is not applicable to this Order.	
Subcontractor Certified Cost or Pricing Data	52.215-12
NOTE: Applicable to any Order when cost or pricing Data are required.	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

Subcontractor Certified Cost or Pricing Data - Modifications	52.215-13
NOTE: Applicable if FAR 52.215-12 is not applicable to this Order.	
Integrity of Unit Prices	52.215-14
NOTE: Delete paragraph (b) NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
Pension Adjustments and Asset Reversions	52.215-15
NOTE: Applicable to any Order when cost or pricing Data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.	
Facilities Capital Cost of Money	52.215-16
NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed Facilities Capital Cost of Money in its offer.	
Waiver of Facilities Capital Cost of Money	52.215-17
NOTE: Applicable only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose Facilities Capital Cost of Money in its offer.	
Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	52.215-18
NOTE: Applicable to any Order when cost or pricing Data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.	
Notification of Ownership Changes	52.215-19

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

<p>NOTE: Applicable to any Order when cost or pricing Data are required or for which any pre-award or post-award cost determinations will be subject to FAR Subpart 31.2.</p>	
<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</p>	<p>52.215-20</p>
<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications</p>	<p>52.215-21</p>
<p>Limitation on Pass-Through Charges</p>	<p>52.215-23</p>
<p>NOTE: Applicable to any Order when the total estimated Order value exceeds the threshold for obtaining cost or pricing Data in FAR 15.403-4 and the contemplated contract type is expected to be any contract type except those contract types listed in FAR 15.408(n)(2)(i)(B)(2). Seller shall notify Buyer in writing if: (1) Seller changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under this Order. The notification shall identify the revised cost of the subcontract effort and shall include verification that Seller will provide added value; or (2) Any subcontractor changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that</p>	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

<p>the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).</p>	
<p>NOTE: Applicable to any Order when the total estimated Order value exceeds the threshold for obtaining cost or pricing Data in FAR 15.403-4 and the contemplated contract type is expected to be any contract type except those contract types listed in FAR 15.408(n)(2)(i)(B)(2). Seller shall notify Buyer in writing if:</p> <p>(1) Seller changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under this Order. The notification shall identify the revised cost of the subcontract effort and shall include verification that Seller will provide added value; or</p> <p>(2) Any subcontractor changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).</p>	
<p>Incentive Price Revision – Firm Target</p>	<p>52.216-16</p>
<p>NOTE: Applicable to any FPIF Order or line item.</p>	
<p>Incentive Price Revision – Successive Targets</p>	<p>52.216-17</p>
<p>NOTE: Applicable to any FPIS Order or line item</p>	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

Utilization of Small Business Concerns	52.219-8
NOTE: Applicable unless contract is for personal services, or the contract, together with all of its subcontracts, will be performed entirely outside the U.S. and its outlying areas.	
Small Business Subcontracting Plan	52.219-9
NOTE: Applicable to any Order greater than \$750,000 or lower threshold if effective under older higher-tier contract.	
Notice to the Government of Labor Disputes	52.222-1
Contract Work Hours and Safety Standards – Overtime Compensation	52.222-
NOTE: Applicable to Orders at any tier greater than \$150,000.	
Nondisplacement of Qualified Workers	52.222-17
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000.	52.222-20
NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.	
Prohibition of Segregated Facilities	52.222-21
NOTE: Applicable if Equal Opportunity clause has been determined to apply to this Order.	
Equal Opportunity	52.222-26
NOTE: Applicable only (i) if this Order is not exempted by Secretary of Labor under	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

Executive Order 11246 as amended per FAR 22.807, and (ii) then only with respect to provisions of subparagraphs (b) (1) through (b)(11) [binding Seller thereto].	
Equal Opportunity for Veterans	52.222-35
NOTE: Applicable to any Order of \$150,000 or more.	
NOTE: The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. Buyer and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.	
Equal Opportunity for Workers With Disabilities	52.222-36
NOTE: Applicable to any Order greater than \$15,000 or lower threshold if effective under older, higher-tier contract.	
NOTE: The clause at 41 CFR 60-741.5(a) is incorporated herein by reference. Buyer and Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.	
Employment Reports on Veterans	52.222-37

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

NOTE: Applicable to any Order at or over the Simplified Acquisition Threshold.	
Compliance with Veterans' Employment Reporting Requirements	52.222-38
NOTE: Applicable to any Order over the Simplified Acquisition Threshold and not for the acquisition of commercial items.	
Notification of Employee Rights Under the National Labor Relations Act	52.222-40
NOTE: Applicable to any Order greater than \$10,000.	
Service Contract Labor Standards	52.222-41
NOTE: Applicable only to the extent that such clause is in Buyer's higher-tier contract and this Order is subject to the Service Contract Labor Standards statute.	
Combating Trafficking in Persons	52.222-50
Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements	52.222-51
Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements	52.222-53
Employment Eligibility Verification	52.222-54
NOTE: Applicable to any Order greater than \$3,500 with a period of performance of 120 days or greater.	
Minimum Wages Under Executive Order 13658	52.222-55
NOTE: Applicable to Orders subject to the Service Contract	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

Labor Standards statute or the Wage Rate Requirements (Construction) statute	
Certification Regarding Trafficking in Persons Compliance Plan	52.222-56
Hazardous Material Identification and Material Safety Data	52.223-3
NOTE: Entry is considered to be “none” unless Seller explicitly states otherwise within its quotation or proposal. ALT I applies if procurement is for other than the Department of Defense.	
Notice of Radioactive Materials	52.223-7
Ozone-Depleting Substances	52.223-11
Encouraging Contractor Policies to Ban Text Messaging While Driving	52.223-18
Privacy Act	52.224-2
Buy American – Supplies	52.225-1
Duty-Free Entry	52.225-8
NOTE: Applicable only if such clause is contained in Buyer's higher-tier contract under which any reduced duty-free entry thresholds shall apply. Under paragraph (c)(1), change "20 days" to "30 days." Under paragraph (c)(2), change "10 days" to "20 days".	
Restrictions on Certain Foreign Purchases	52.225-13
NOTE: Clause is applicable if purchased item is other than commercial item or component per clause at FAR 52.244-6.	
Contractors Performing Private Security Functions Outside the United States	52.225-26
Authorization and Consent	52.227-1
NOTE: Applicable only if contained in the controlling Prime Contract and to any Order greater than the	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

simplified acquisition threshold.	
Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
NOTE: Applicable to any Order greater than the simplified acquisition threshold.	
Refund of Royalties	52.227-9
Filing of Patent Applications – Classified Subject Matter	52.227-10
Patent Rights – Ownership by the Contractor	52.227-11
Insurance – Work on a Government Installation	52.228-5
NOTE: Applicable on any Order that requires work on a Government installation.	
Cost Accounting Standards	52.230-2
Disclosure and Consistency of Cost Accounting Practices	52.230-3
Administration of Cost Accounting Standards	52.230-6
Interest	52.232-17
Unenforceability of Unauthorized Obligations	52.232-39
Providing Accelerated Payments to Small Business Subcontractors	52.232-40
Industrial Resources Developed Under Defense Production Act Title III	52.234-1
NOTE: Applicable only if this Order is identified elsewhere herein as stemming from a major system Prime Contract.	
Accident Prevention	52.236-13
Protection of Government Buildings, Equipment, and Vegetation	52.237-2
NOTE: Applicable to any work performed on a Government installation. "Government" thereunder means Buyer, Prime Contractor [if not	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

Buyer], and any upper-tier subcontractor.	
Bankruptcy	52.242-13
NOTE: Any such notification shall be to Buyer. After "for all Government contracts," insert "with Seller".	
Stop-Work Order	52.242-15
NOTE: The 90 day period in the first and fourth sentences of paragraph (a) is changed to 120 days. NOTE: Paragraph (b) is changed to require "Contractor shall resume work upon written notice".	
Competition In Subcontracting	52.244-5
Subcontracts for Commercial Items	52.244-6
Government Property or Alternate I	52.245-1
NOTE 1: Applicable to any Order if Government property is furnished to Seller. NOTE 2: The basic clause (non-Alt 1 version) applies in most instances except for conditions referenced in Note 3 below. NOTE 3: The Alternate 1 version of FAR 52.245-1 shall apply if; this Order was issued to Seller as a Firm Fixed Price type contracts not awarded on the basis of submission of certified cost or pricing Data, Buyer's Prime Contract contains the Alternate 1 provisions, or if Seller has a disapproved property control system at the time of Order award. Under the Alternate 1 clause Seller shall assume Full Risk of Loss for Government Property under Seller's accountability during	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

<p>performance of this Order NOTE: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer". The following is added as paragraph (n): "Contractor shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system". In the event of any of the aforementioned conditions Seller shall immediately assume Full Risk of Loss for all loss or damage to Government property commencing on the day Seller's property system approval was withdrawn or rescinded."</p>	
<p>Inspection of Supplies - Fixed-Price</p>	<p>52.246-2</p>
<p>Inspection of Services - Fixed-Price</p>	<p>52.246-4</p>
<p>Preference for U.S. - Flag Air Carriers</p>	<p>52.247-63</p>
<p>NOTE: Applicable to any Order and lower-tier subcontracts that involve international air transportation and are greater than the simplified acquisition threshold.</p>	
<p>Preference for Privately Owned U.S. - Flag Commercial Vessels</p>	<p>52.247-64</p>
<p>Value Engineering</p>	<p>52.248-1</p>
<p>NOTE: Applicable to any Order of \$150,000 or more except as specified in FAR 48.201(a). NOTE: In paragraph (j), "Contracting Officer" means the U.S. Government</p>	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

Contracting Officer, and, in the legend of paragraph (m), "Government" means both the U.S. Government and Buyer. DOD deviation applies if this Order stems from higher-tier contract with DOD.	
Clause	DFARS Reference
Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	252.203-7001
NOTE: Applicable to all first-tier Orders greater than the simplified acquisition threshold.	
Display of Fraud Hotline Poster(s)	252.203-7004
NOTE: Applicable to Orders greater than \$6,000,000, except for Orders for commercial items or lower-tier subcontracts performed entirely outside the U.S.	
Anti-Terrorism Awareness Training for Contractors NOTE: Applicable when performance requires routine physical access to a Federally-controlled facility or military installation. Information and guidance pertaining to DoD antiterrorism awareness training is available at https://jko.jten.mil/ or as otherwise identified in the performance work statement.	252.204.7004
Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	252.204-7009
Safeguarding Covered Defense Information and Cyber Incident Reporting	252.204-7012
NOTE: Applicable to all Orders, at any tier, including orders for commercial items, for operationally critical	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

support, or for which performance will involve covered defense information, unless the Order is solely for commercially available off-the-shelf items.	
Limitations on the Use or Disclosure of Information by Litigation Support Contractors	252.204-7014
Notice of Authorized Disclosure of Information for Litigation Support	252.204-7015
Covered Defense Telecommunications Equipment or Services— Representation	252.204-7016
Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services— Representation	252.204-7017
Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	252.204-7018
Notice of NIST SP 800-171 DoD Assessment Requirements	252.204-7019
NIST SP 800-171 DoD Assessment Requirements	252.204-7020
Intent to Furnish Precious Metals as Government- Furnished Material	252.208-7000
NOTE: Applicable to any Order and all lower-tier subcontracts unless it is known that the item being purchased contains no precious metals.	
Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	252.209-7004
NOTE: Applicable to any Order of \$150,000 or more.	
Acquisition Streamlining	252.211-7000

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

NOTE: Applicable to any Order greater than \$1,500,000 and which stems from a Prime Contract under a systems acquisition program.	
Small Business Subcontracting Plan (DOD Contracts)	252.219-7003
NOTE: Applicable to any Order anticipated to be valued at \$750,000 or lower threshold if effective under older, higher-tier contract.	
Restrictions on the Use of Mandatory Arbitration Agreements NOTE: Failure to comply with this provision will be considered a material breach and, at the sole discretion of Buyer, may result in termination for default or cause.	252.222-7006
Hazard Warning Labels	252.223-7001
NOTE: Applicable to any Order which requires delivery of hazardous materials.	
Safety Precautions for Ammunition and Explosives	252.223-7002
NOTE: Applicable to any Order involving articles furnished containing ammunition or explosives. Government safety representatives may evaluate Seller compliance.	
Change in Place of Performance - Ammunition and Explosives	252.223-7003
NOTE: Applicable if DFARS 252.223-7002 applies to this Order.	
Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	252.223-7007
NOTE: Applicable to any Order and all lower-tier	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

subcontracts involving arms, ammunition and explosives.	
Prohibition of Hexavalent Chromium	252.223-7008
NOTE: Applicable to any Order for Products, maintenance and repair Services, or construction materials unless the exceptions listed in DFARS 223.7304 apply.	
Buy American and Balance of Payments Program	252.225-7001
Qualifying Country Sources As Subcontractors	252.225-7002
Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies	252.225-7007
Restriction on Acquisition of Certain Articles Containing Specialty Metals	252.225-7009
NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted. NOTE: Upon Seller notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.	
Preference for Certain Domestic Commodities	252.225-7012
NOTE: Applicable to any Order greater than the	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

simplified acquisition threshold.	
Duty – Free Entry	252.225-7013
Restriction on Acquisition of Hand or Measuring Tools	252.225-7015
Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
NOTE: Applicable to any Order and all lower-tier subcontracts if Product supplied contains ball or roller bearings.	
Trade Agreements	252.225-7021
Restriction on Acquisition of Forgings	252.225-7025
Exclusionary Policies and Practices of Foreign Governments	252.225-7028
Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	252.225-7030
Waiver of United Kingdom Levies	252.225-7033
Buy American – Free Trade Agreements – Balance of Payments Program	252.225-7036
Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	252.225-7040
NOTE: Applicable to all Orders where subcontractor personnel are supporting U.S. Armed Forces deployed outside the U.S.	
Antiterrorism/Force Protection for Defense Contractors Outside the United States	252.225-7043
Export Controlled Items	252.225-7048
Restriction on Acquisition of Certain Magnets and Tungsten	252.225.7052
Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

Rights in Technical Data – Noncommercial Items	252.227-7013
Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
Technical Data - Commercial Items	252.227-7015
Rights in Bid or Proposal Information	252.227-7016
Validation of Asserted Restriction – Computer Software	252.227-7019
Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	252.227-7025
Deferred Delivery of Technical Data or Computer Software	252.227-7026
Deferred Ordering of Technical Data or Computer Software	252.227-7027
Technical Data – Withholding of Payment	252.227-7030
Validation of Restrictive Markings on Technical Data	252.227-7037
Patent Rights-Ownership by the Contractor (Large Business)	252.227-7038
Patents – Reporting of Subject Inventions	252.227-7039
Ground and Flight Risk	252.228-7001
NOTE: Applicable if included in Buyer’s higher-tier contract.	
Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
Supplemental Cost Principles	252.231-7000
Frequency Authorization and Alternate I	252.235-7003
NOTE: Authorization shall be through or coordinated with Buyer’s Authorized Representative.	
Protection Against Compromising Emanations	252.239-7000

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
ITEMS – U.S. GOVERNMENT**

NOTE: Applicable to Orders for computer equipment or systems to process Classified Information.	
Cloud Computing Services	252.239-7010
Telecommunications Security Equipment, Devices, Techniques and Services	252.239-7016
Pricing of Contract Modifications	252.243-7001
Requests for Equitable Adjustment	252.243-7002
Warranty of Data	252.246-7001
Notification of Potential Safety Issues	252.246-7003
Contractor Counterfeit Electronic Part Detection and Avoidance System	252.246-7007
<p>NOTES: The provision of paragraphs (a) – (e), including its definition of “electronic parts,” are incorporated herein by reference. For orders in support of Northrop Grumman Mission Systems sector, this clause is applicable to all orders for electronic parts or assemblies containing electronic parts. For orders in support of the Northrop Grumman Aerospace Systems sector, this clause is applicable only if standard note X1066 or X1067 is contained within the order. For orders containing electronic parts or assemblies in support of Northrop Grumman Technology Services sector, this clause is applicable to all orders in support of Department of Defense Prime Contracts.</p>	
Sources of Electronic Parts	252.246-7008

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
 TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
 ITEMS – U.S. GOVERNMENT**

<p>NOTES: For orders in support of Northrop Grumman Mission Systems sector, this clause is applicable to all orders for electronic parts or assemblies containing electronic parts. For orders in support of the Northrop Grumman Aerospace Systems sector, this clause is applicable only if standard note X1066 or X1067 is contained within the order. For orders containing electronic parts or assemblies in support of Northrop Grumman Technology Services sector, this clause is applicable to all orders in support of Department of Defense Prime Contracts.</p>	
<p>Transportation of Supplies by Sea</p>	<p>252.247-7023</p>
<p>NOTE: Applicable in any Order and all lower-tier subcontracts for ocean transportation of supplies. Paragraphs (f) and (g) shall not apply if this Order or any lower-tier subcontract is at or below the simplified acquisition threshold. NOTE: Paragraph (c), first sentence has been modified as to read “Seller and its subcontractors may request that Buyer obtain Government authorization for shipment...” “45” is changed to “60” days in paragraph (d) and “30” to “20” in paragraph (e). In paragraph (e), delete “and the division of National Cargo, Office of Market Development, Maritime</p>	

**NG-001 Additional Terms and Conditions for Northrop Grumman Purchase Orders
 TERMS AND CONDITIONS FIRM FIXED PRICE ORDER FOR NON-COMMERCIAL
 ITEMS – U.S. GOVERNMENT**

<p>Administration, U.S. Department of Transportation, Washington, DC 20590.” In paragraph (g) “for the purposes of the Prompt Payment clause of this contract” is deleted. NOTE: Seller agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Seller’s failure to comply with the requirements of this clause.</p>	
<p>Notification of Anticipated Contract Termination or Reduction</p>	<p>252.249-7002</p>