

AEROVIRONMENT, INC. FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT - FEDERAL ACQUISITION REGULATION (FAR) CLAUSES FOR ALL SUBCONTRACTS, AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES FOR SUBCONTRACTS UNDER U.S. DEPARTMENT OF DEFENSE (DOD) CONTRACTS

A. INCORPORATION OF FAR CLAUSES

The FAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract or higher-tier subcontract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract, and the SELLER shall have no right of direct action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract, and not any FAR disputes clause.

B. INCORPORATION OF DFARS CLAUSES

If this Subcontract is under a DOD Prime Contract, the DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract or higher-tier subcontract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract, and the SELLER shall have no right of direct action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract, and not any FAR disputes clause.

C. GOVERNMENT SUBCONTRACT

(1) This Subcontract is entered into by the parties in support of a U.S. Government prime contract. The term "Subcontract" as used in the text of this document (including parenthetical instructions), *but not in the clauses listed herein*, includes subcontracts and purchase orders between AV and SELLER.

(2) In all clauses listed herein, terms shall be revised to suitably identify the party to establish SELLER's obligations to AV and to the Government, and to enable AV to meet its obligations under the prime contract. *In the clauses listed herein*, and without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean AV, the term "Contracting Officer" shall mean AV's subcontracting or purchasing representative, the term "Contractor" or "Offeror" shall mean SELLER, "Subcontractor" shall mean SELLER'S subcontractor or supplier, and the term "Contract" shall mean this subcontract or purchase order. For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change (a) 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, or (b) when title to property is to be transferred directly to the Government. The listed FAR clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following FAR clauses do not apply to this subcontract, such clauses are considered to be self-deleting. The SELLER, by signing its offer, hereby certifies compliance with the following clauses and is, therefore,

eligible for award. With respect to any applicable FAR clauses incorporated into this subcontract relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the SELLER grants to AV the right to use, disclose, modify, combine, integrate or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this subcontract to the extent necessary, and for such period as is required, for AV to complete its performance under AV's U.S. Government programs.

D. PRESERVATION OF THE GOVERNMENT'S RIGHTS

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

E. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION INCORPORATED BY REFERENCE

The following FAR clauses apply to this Subcontract:

No minimum dollar value threshold:

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| FAR 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applies if the subcontract is funded under ARRA) |
| FAR 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Pursuant to paragraph (f), the Contractor must include the substance of this clause, including the flowdown requirement, in subcontracts) |
| FAR 52.204-2 | Security Requirements (applies if the Work requires access to classified information) |
| FAR 52.204-9 | Personal Identity Verification of Contractor Personnel (applies if SELLER will have physical access to a federally-controlled facility or access to a Federal information system) |
| FAR 52.204.21 | Basis Safeguarding of Covered Contractor Information Systems (Pursuant to paragraph (d), the Contractor must include the substance of this clause, including the flowdown provision, in all subcontracts, including subcontracts for the acquisition of commercial items). |
| FAR 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Pursuant to paragraph (d), the Contractor must include the substance of this clause, including the flowdown provision, in all subcontracts, including subcontracts for the acquisition of commercial items). |

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<p>FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Pursuant to (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.</p> <p>FAR 52.208-8 Required Sources for Helium and Helium Usage Data (applies if the subcontract involves a major helium requirement)</p> <p>FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.</p> <p>FAR 52.215-9 Changes or Additions to Make-or-Buy Program</p> <p>FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (paragraph (a)(1)(ii) requires submission of previous prices for cost reasonableness evaluation)</p> <p>FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (paragraph (a)(1)(ii) requires submission of previous prices for cost reasonableness evaluation)</p> <p>FAR 52.219-8 Utilization of Small Business Concerns (applies if the subcontract offers further subcontracting opportunities)</p> <p>FAR 52.222-41 Service Contract Labor Standards (applies if the subcontract is for services, and subject to the Service Contract Labor Standards statute)</p> <p>FAR 52.222-50 Combating Trafficking in Persons</p> <p>FAR 52.222-55 Minimum Wages Under Executive Order 13658</p> <p>FAR 52.222-62 Paid Sick Leave Under Executive Order 13706</p> <p>FAR 52.223-7 Notice of Radioactive Materials (if the subcontract is for items containing radioactive materials)</p> <p>FAR 52.223-11 Ozone-Depleting Substances (applies if the Work was manufactured with or contains ozone-depleting substances)</p> <p>FAR 52.225-1 Buy American Act -- Supplies (applies if the Work contains other than domestic components)</p> <p>FAR 52.225-5 Trade Agreements (applies if the Work contains other than U.S.-made or designated country end products as specified in the clause)</p> <p>FAR 52.225-13 Restrictions on Certain Foreign Purchases (prohibits transactions with Burma, Cuba, Iran, North Korea and Sudan, except as authorized by the Office of Foreign Assets Control in the Treasury Department)</p> <p>FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States (applies only in that circumstance)</p>	<p>FAR 52.227-19 Commercial Computer Software License Providing Accelerated Payments to Small Business Subcontractors (applies if SELLER is a small business concern, but does <i>not</i> apply if AV does not receive accelerated payments under the prime contract or higher-tier subcontract)</p> <p>FAR 52.232-40 Government Delay of Work Subcontracts for Commercial Items Government Property (ALT 1) ("Contracting Officer" means "AV," except for the definition of Property Administrator, where it is unchanged, and in paragraphs (c) and (h)(4)(iii) where it includes AV. "Government" is unchanged in the phrases "Government property" and "Government-furnished property," and where elsewhere used, except in paragraph (d)(1), where it means "AV," and except in paragraphs (d)(2) and (g), where the term includes AV. The following is added as paragraph "(n)": SELLER shall provide to AV immediate notice if the Government or other another customer (i) revokes its assumption of loss under any direct contract with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required."</p> <p>FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (applies if the subcontract may involve ocean transportation of supplies)</p> <p>FAR 52.251-1 Government Supply Source (When the contracting officer authorizes use of Government supply sources for contract performance).</p> <p>Subcontracts exceeding \$3,500 in value:</p> <p>FAR 52.222-54 Employment Eligibility Verification (does not apply to services that are part of the purchase of a COTS item)</p> <p>Subcontracts exceeding \$10,000 in value:</p> <p>FAR 52.222-21 Prohibition of Segregated Facilities (to be included in every subcontract subject to FAR 52.222-26)</p> <p>FAR 52.222-26 Equal Opportunity (applies if the subcontract value exceeds \$10,000, or if the aggregate value of all subcontracts to the subcontractor in a 12-month period exceeds, or can reasonably be expected to exceed, \$10,000)</p> <p>FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act</p> <p>Subcontracts exceeding \$15,000 in value:</p> <p>FAR 52.222-36 Affirmative Action for Workers with Disabilities</p>
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Subcontracts of \$30,000 or more in value:

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (applicable to subcontracts when AV is the prime contractor; the usual substitution of the parties is not applicable to this clause; SELLER shall report to AV the compensation information required under the clause, if not exempt)

DFARS 252.204-7012

Safeguarding of Unclassified Controlled Technical Information (reports required under paragraph (d) shall be made through AV; insert "and AV" after "Contracting Officer" in paragraph (d) (5)

DFARS 252.204-7015

Notice of Authorized Disclosure of Information to Litigation Support Contractors

DFARS 252.204-7018

Prohibition On The Acquisition Of Covered Defense Telecommunications Equipment Or Services

Subcontracts exceeding \$35,000 in value:

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applies if the subcontract exceeds \$35,000 in value and is *not* for commercial off-the-shelf items (COTS))

DFARS 252.204-7020

NIST SP 800-171 DOD ASSESSMENT Requirements Cybersecurity Maturity Model Certification Requirements (Applies if the Contract, statement of work or Prime Contract requires a specific CMMC level.)

DFARS 252.204-7021

Item Unique Identification and Valuation (applies if the subcontract requires the Work to contain "unique item identification"; items subject to unique item identification are identified elsewhere in the subcontract; all reports required to be submitted under this clause shall be submitted to AV)

Subcontracts of \$100,000 or more in value:

FAR 52.222-35 Equal Opportunity for Veterans

DFARS 252.211-7003

Hazard Warning Labels (applies if the subcontract requires the delivery of hazardous materials) Safety Precautions For Ammunition And Explosives (applies only if the articles furnished under the subcontract contain ammunition or explosives, including liquid and solid propellants) (delete "prime" in paragraph (g)(1)(ii) and add "and AV Procurement Representative") Change in Place of Performance - Ammunition and Explosives (applies if DFARS 252.223- 7002 applies to the subcontract)

Subcontracts valued over the Simplified Acquisition Threshold (currently \$250,000 except for supplies or services to be used to support a contingency operation):

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Alternate 1)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions

FAR 52.222-35 Equal Opportunity for Veterans (unless exempted by rules, regulations, or orders of the Secretary of Labor

DFARS 252.223-7001

FAR 52.246-2 Inspection of Supplies – Fixed-Price

DFARS 252.223-7002

Subcontracts exceeding \$5,000,000 in value:

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (applies if the subcontract exceeds \$5,000,000 in value, *and* the period of performance is more than 120 days; disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

DFARS 252.223-7003

Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (applies if the subcontract is for the development, production, manufacture, or purchase of arms, ammunition, or explosives, or when arms, ammunition, or explosives will be provided to SELLER as Government Furnished Property.) Prohibition of Hexavalent Chromium

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

The following DFARS clauses apply to this Subcontract if it is under a DOD prime contract or a higher-tier subcontract under such a prime contract:

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights

DFARS 252.203-7003 Agency Office of the Inspector General

DFARS 252.204-7008 Export-Controlled Items

DFARS 252.204-7009 Limitations on the Use or

Disclosure of Third Party Contractor Reported Cyber Incident Information

DFARS 252.223-7007

DFARS 252.223-7008

DFARS 252.225-7001

Buy American and Balance of Payments Program (applies if the Work contains other than domestic

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DFARS 252.225-7007	components; applies in lieu of FAR 52.225-1) Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies (applies if SELLER is supplying items on the U.S. Munitions List)	DFARS 252.227-7013	Government provides said incentive payment to AV) Rights in Technical Data -- Noncommercial Items (applies to the extent specified in DFARS 252.227-7015)
DFARS 252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies if the Work to be furnished contains specialty metals; paragraph (d) is deleted)	DFARS 252.227-7014	Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation (applies in lieu of FAR 52.227-14)
DFARS 252.225-7012	Preference for Certain Domestic Commodities	DFARS 252.227-7015	Rights in Technical Data -- Commercial Items
DFARS 252.225-7021	Trade Agreements (applies if the Work contains other than U.S.-made, qualifying country, or designated country end products; applies in lieu of FAR 52.225-5)	DFARS 252.227-7019	Validation of Asserted Restrictions - Computer Software (applies when the subcontract requires computer software that will be delivered to the Government)
DFARS 252.225-7039	Defense Contractors Performing Private Security Functions Outside of the United States	DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (applies when the subcontract requires the delivery of technical data)
DFARS 252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside The United States (applicable to subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander)	DFARS 252.234-7004	Cost and Software Data Reporting System (Applies as described in the CSDR contract plan)
DFARS 252.225-7048	Export-Controlled Items	DFARS 252.232.7017	Accelerating Payments To Small Business Subcontractors—
DFARS 252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	DFARS 252.237-7010	Prohibition On Fees And Consideration
DFARS 252.225-7972	Prohibition on Procurement of Foreign-Made Unmanned Aircraft Systems (Deviation 2020-O0015)	DFARS 252.239-7018	Prohibition on Interrogation of Detainees by Contractor Personnel DFARS 252.239-7017
DFARS 252.225-7993	Dev 2015-O0016 Prohibition on Contracting with the enemy		Notice of Supply Chain Risk (Applies if this Subcontract involves the development or delivery of any information technology, whether acquired as a service or as a supply; insert "or AV" after "Government" throughout)
DFARS 252.225-7994	Dev 2015-O0016 Additional access to Contractor and Subcontractor In the United States Central Command Theater of Operations		
DFARS 252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (applies if the subcontract value exceeds \$500,000; in subparagraph (f)(1) "Contractor" shall mean "AV"; AV shall have no liability to SELLER for any incentive payment under this clause unless and until the	DFARS 252.244-7001	Supply Chain Risk (Applies if this Subcontract involves the development or delivery of any information technology, whether acquired as a service or as a supply; insert "or AV" after "Government" throughout) DFARS 252.244-7000
		DFARS 252-246-7000	Subcontracts for Commercial Items
		DFARS 252.246-7003	Contractor Purchasing System Administration Material Inspection and Receiving Report
			Notification of Potential Safety Issues (applies if the subcontract is for (i) parts identified as critical

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	safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system; SELLER shall provide notifications to AV and the contracting officer identified to SELLER)
DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (applicable to solicitations and resulting subcontracts for (i) electronic parts; (ii) end items, component parts, or assemblies containing electronic parts; and (iii) services where the subcontractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service)
DFARS 252.247-7023	Transportation of Supplies by Sea (applies in lieu of FAR 52.247-64; in the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence; paragraphs (f) and (g) shall not apply if the subcontract is valued at or below the simplified acquisition threshold)
DFARS 252.247-7024	Notification of Transportation of Supplies by Sea (applicable if the subcontract meets the criteria set forth in paragraph (b) (2) (ii) of the clause)
DFARS 252.249-7002	Notification of Anticipated Contract Termination or Reduction (applies if the subcontract exceeds \$650,000 in value; delete paragraph (d) (1) and the first five words of paragraph (d) (2))

G. CERTIFICATIONS AND REPRESENTATIONS

SELLER acknowledges that AV will rely upon SELLER's certifications and representations, including representations as to business size and socio-economic status as applicable, contained herein and in any written offer, proposal or quote, or company profile submission, which results in award of a subcontract to SELLER. By entering into such Subcontract, SELLER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of AV, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify AV 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 exceeding \$150,000)
 (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, to AV 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 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(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;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

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(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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 AV if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, AV may terminate this contract for default.

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.

For Subcontracts/Purchase Orders issued under a NASA contract, the following NASA Federal Acquisition Regulations (FAR) Provisions and Clauses shall apply:

1852.208-81	Restrictions on Printing and Duplicating	Nov 04.
1852.223-74	Drug- and Alcohol-Free Workforce	Nov-15.
1852.225-70	Export Licenses	Feb-00.
1852.228-76	Cross-Waiver of Liability for Space Station Activities	Oct-12.
1852.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle Launches	Oct-12.
1852.244-70	Geographic Participation in the Aerospace Program	Apr-85.

The above AEROVIRONMENT, INC. FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT - FEDERAL ACQUISITION REGULATION (FAR) CLAUSES FOR ALL SUBCONTRACTS, AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES FOR SUBCONTRACTS UNDER US