

GENERAL AND FAR FLOWDOWN PROVISIONS FOR COST REIMBURSEMENT SUBCONTRACTS AND PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER U.S. GOVERNMENT CONTRACTS

SECTION I – GENERAL PROVISIONS

1. ACCEPTANCE OF CONTRACT/TERMS

(a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.

(b) SELLER's acknowledgement, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.

(c) Unless expressly accepted in writing by HONEYWELL, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgement are objected to by HONEYWELL and have no effect.

2. APPLICABLE LAWS

(a) This Contract shall be governed by and construed in accordance with the laws of the State from which this Contract is issued by HONEYWELL, without regard to its conflicts of law's provisions, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR) or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of Government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.

(b)(1) SELLER, in performance of this Contract, agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits and pay all fees and other required charges. SELLER shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority.

(2) If: (i) HONEYWELL's contract cost or fee is reduced; (ii) HONEYWELL's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on HONEYWELL; or (iv) HONEYWELL incurs any other cost or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers or subcontractors at any tier, HONEYWELL may proceed as provided for in (4) below.

(3) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Contract, if SELLER or its lower-tier subcontractors; (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon HONEYWELL's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on HONEYWELL's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or if (v) U.S. Government alleges any of the foregoing; and as a result, (A) HONEYWELL's contract price or fee is reduced; (B) HONEYWELL's costs are determined to be unallowable; (C) any fines, penalties, or interest are assessed on HONEYWELL; or HONEYWELL incurs any other costs or damages; HONEYWELL may proceed as provided for in paragraph (4) below.

(4) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (2) and (3) above, HONEYWELL may make a reduction of corresponding amounts (in whole or in part) in the costs and fee of this Contract or any other Contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. Such sums shall not be considered allowable costs under any provision of the Contract. In case of withholding(s), HONEYWELL may withhold the same amount from SELLER under this Contract.

(c) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to HONEYWELL hereunder

is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec 2601 et seq.) as amended.

(d) SELLER shall provide to HONEYWELL with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated there under, or its state approval counterpart.

3. ASSIGNMENT

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by HONEYWELL. Nevertheless, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if HONEYWELL is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to set off or recoupment for any present or future claims of HONEYWELL against SELLER. HONEYWELL shall have the right to make settlements and/or adjustments in price without notice to any assignee financial institution.

4. COMMUNICATION WITH HONEYWELL CUSTOMER

HONEYWELL shall be solely responsible for all liaison and coordination with the HONEYWELL customer, including the U.S. Government, as it affects the applicable prime contract, this Contract, and any related contract.

5. CONTRACT DIRECTION

(a) Only the HONEYWELL Procurement Representative has authority on behalf of HONEYWELL to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

(b) HONEYWELL engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be in writing and sent to the HONEYWELL Procurement Representative.

6. COUNTERFEIT WORK

(a) For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

(b) SELLER agrees and shall ensure that Counterfeit Work is not delivered to HONEYWELL.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to HONEYWELL directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distribution chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by HONEYWELL.

(d) SELLER shall immediately notify HONEYWELL with the pertinent facts if SELLER becomes aware of or suspects that it has furnished Counterfeit Work. When requested by HONEYWELL, SELLER shall provide OCM/OEM documentation that authenticates traceability of the applicable OCM/OEM.

(e) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace

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such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation HONEYWELL's cost of removing the Counterfeit Work, of reinserting 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 HONEYWELL may have in law, equity or under any other provision of this Contract.

(f) This clause applies in addition to any quality provision, specification, statement of work, or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

(g) SELLER shall include paragraphs (a) through (d) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to HONEYWELL.

7. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.

(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations and its agency supplements Defense Federal Acquisition Regulation (DFAR), NASA FAR Supplement and, the Department of Energy (DEAR) FAR Supplement.

(c) "HONEYWELL" means HONEYWELL INTERNATIONAL, INC., acting through its companies or business units as identified on the face of this Contract. If a subsidiary or affiliate of HONEYWELL is identified on the face of this Contract, then "HONEYWELL" means that subsidiary or affiliate.

(d) "HONEYWELL Procurement Representative" means a person authorized by HONEYWELL's cognizant procurement organization to administer and/or execute this Contract.

(e) "SELLER" means the party identified on the face of this Contract with whom HONEYWELL is contracting.

(f) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

8. DISPUTES

All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by HONEYWELL.

9. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on basis that this Contract or acknowledgement contains an electronic signature.

10. EXPORT CONTROL

(a) SELLER agrees to comply with all applicable U.S. export control laws and regulations, specifically including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 ET. Seq.; and the Export Administration Act, 50 U.S.C app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, SELLER agrees that it will not transfer any

export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to SELLER or SELLER's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

(b) SELLER agrees to notify HONEYWELL if any deliverable under this Contract is restricted by export control laws or regulations.

(c) SELLER shall immediately notify the HONEYWELL Procurement Representative if SELLER is, or becomes, listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

(d) If SELLER is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, SELLER represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains and effective export/import compliance program in accordance with the ITAR.

(e) Where SELLER is a signatory under a HONEYWELL export license or export agreement (e.g., TAA, MLA), SELLER shall provide prompt notification to the HONEYWELL Procurement Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the SELLER's performance under this Contract.

(f) SELLER shall be responsible for all losses, costs, claims, causes for action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

11. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

12. FEE (Applicable only if this Contract includes fee)

HONEYWELL shall pay the SELLER for performing this Contract the fee as specified in this Contract.

13. FURNISHED PROPERTY

(a) Title to all property purchased by the SELLER which the SELLER is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the Government (through the Buyer) or HONEYWELL upon the SELLER's delivery of such property. Title to all other property, the cost of which is reimbursable to the SELLER, shall pass to and vest in the Government (through the Buyer) or HONEYWELL upon issuance for use in Contract performance, commencement of processing for use in Contract performance or reimbursement of the cost whichever occurs first.

(b) All Government or HONEYWELL owned property furnished by the Buyer or property acquired by the SELLER, title to which vests in the Government or HONEYWELL, is subject to the provisions of FAR 52.245-1 as referenced in Section II – FAR Flow Down Provisions of this document and shall be used only for the performance of this Contract.

(c) The SELLER assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government, HONEYWELL Customer, or HONEYWELL owned property upon its acquisition or delivery to the SELLER. However, the SELLER is not responsible for reasonable wear and tear to this property or for property properly consumed in the performance of this Contract.

(d) At HONEYWELL's request, or upon completion or termination of this Contract, SELLER shall submit property listings to HONEYWELL and retain all property at its expense until disposition directions are received from HONEYWELL. The SELLER, at SELLER's expense, will prepare such property for shipment and deliver them to HONEYWELL in the same

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condition as originally provided, reasonable wear and tear excepted, or make such other disposal as may be directed by HONEYWELL.

(e) SELLER shall maintain a documented property management system applicable to property covered by Section II and shall make this documentation available to HONEYWELL upon request.

(f) Requests for non-interference use of any property accountable to this Contract must be transmitted to HONEYWELL with the requesting contract number and customer. (Reference FAR 52.245-9, Use and Charges Provisions, as referenced in Section II of this document).

14. GRATUITIES/KICKBACKS

(a) SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a HONEYWELL supplier.

(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of **FAR 52.203-7** or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by specific reference, except that paragraph (c) (1) of FAR 52.203-7 shall not apply.

15. INDEPENDENT CONTRACTOR RELATIONSHIP

(a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by the SELLER to perform Work under this Contract shall be SELLER's exclusively without any relation whatsoever to HONEYWELL.

(b) SELLER shall be responsible for and hold harmless HONEYWELL, its customers, from and against all losses, costs, claims, causes, causes of action, damages, liabilities, and expenses, including attorneys fees, all expenses 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 this Contract.

16. INFORMATION OF HONEYWELL

Information provided by HONEYWELL to SELLER remains the property of HONEYWELL. SELLER agrees to comply with the terms of any Proprietary Information Agreement with HONEYWELL and to comply with all proprietary information markings and restrictive legends applied by HONEYWELL to anything provided hereunder to SELLER. SELLER agrees not to use any HONEYWELL provided information for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior, written consent of HONEYWELL. SELLER shall maintain data protection processes and systems sufficient to adequately protect HONEYWELL information.

17. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to HONEYWELL without prior execution of a Proprietary Information Agreement by the parties.

18. INSURANCE/ENTRY ON HONEYWELL PROPERTY

(a) SELLER will maintain and carry liability insurance which includes, but is not limited to, commercial general liability (including product liability and for services to be performed, completed operations liability) in a sum no less than \$5,000,000, automobile liability in a sum no less than \$5,000,000, workmen's compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount of no less than \$1,000,000, with insurance carriers acceptable to HONEYWELL. SELLER will, if requested by HONEYWELL, furnish certificates of insurance from its carrier(s) on the foregoing coverage, which shall provide that such coverage shall not be changed without thirty (30) days advance, written notification to HONEYWELL from the carrier(s).

(b) In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of HONEYWELL or its customers for any reason in connection with this Contract then SELLER and its subcontractors shall procure and maintain, for the performance of this Contract, workers compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance consistent with article (a). SELLER shall provide HONEYWELL 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 procure and maintain the required insurance. If requested, SELLER shall send a "Certificate of Insurance" showing SELLER's compliance with these requirements. SELLER shall name HONEYWELL as an additional insured for the duration of this Contract. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of HONEYWELL and is not contributory with any insurance with HONEYWELL may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations for procuring and maintaining insurance coverage's are freestanding and are not affected by any other language in this Contract.

(c) SELLER's personnel, including SELLER's subcontractors, shall comply with all HONEYWELL security, safety, rules of conduct, badging and personal identity, and related requirements while on HONEYWELL premises. In addition, prior to entry on HONEYWELL premises, SELLER shall coordinate with HONEYWELL to gain access to facilities. SELLER shall provide information reasonably required by HONEYWELL to ensure proper identification of personnel, including but not limited to, verification of citizenship, lawful permanent resident status, protected individual or other status. HONEYWELL may, at its sole discretion, have SELLER remove any specified employee of SELLER from HONEYWELL's premises and request that such employee not be reassigned to any HONEYWELL premises under this Contract.

(d) SELLER shall defend, indemnify and hold harmless HONEYWELL, its officers, employees, and agents from any losses, costs, claims, causes of actions, damages, liabilities, and expenses, including attorney fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors.

19. INTELLECTUAL PROPERTY

(a) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefore, SELLER agrees to defend, indemnify, and hold harmless HONEYWELL and its customers from and against any claims, losses, costs, and expenses, including reasonable attorney fees, arising out of the action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under and provisions of this Contract except with regards to allowable insurance costs.

(b) SELLER's obligation to defend, indemnify, and hold harmless HONEYWELL and its customers under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to HONEYWELL's prime contract for infringement of a U.S. patent and HONEYWELL and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys fees by a third party.

(c) In addition to the Government's rights in data and inventions SELLER agrees that HONEYWELL in the performance of its prime contract obligations, shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare

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derivative, and authorize other to do any, some or all of the foregoing, and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract. SELLER certified the originality of all delivered items and states that no portion is protected by any copyright or similar right vested in any third party.

(d) All reports, memoranda or other materials in written form, including machine readable form, prepared by SELLER pursuant to this Contract and furnished to HONEYWELL by SELLER hereunder shall become the sole property of HONEYWELL.

20. OFFSET CREDIT/COOPERATION

This Contract has been entered into in direct support of HONEYWELL's international offset programs. All offset benefits credits resulting from this Contract are the sole property of HONEYWELL to be applied to the offset program of its choice. SELLER agrees to assist HONEYWELL in securing appropriate offset credits from the respective country government authorities.

21. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practices.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the HONEYWELL contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Billings of lading shall include this Contract number.

(c) Unless otherwise specified, delivery shall be FOB Place of Shipment.

22. PART OBSOLESCENCE

HONEYWELL may desire to place additional orders for Work purchased hereunder, SELLER shall provide HONEYWELL with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Contract.

23. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net 30 days from the latest of the following: (i) HONEYWELL's receipt of the SELLER's proper invoice; (ii) scheduled delivery date of the work; or (iii) actual delivery of the Work.

(b) Each payment made shall be in accordance with the following FAR clauses which are incorporated by reference:

FAR 52.216-7 "Allowable Cost and Payment (Jun 2011)" "Contracting Officer" means Buyer's procurement representative except in paragraph (a) delete "by the Contracting Officer" from paragraphs (a) and (g); "Government" means Buyer except in paragraph (b)(1)(ii)(f) where it means Government and in paragraph (b)(4) where it means Government or Buyer. In paragraph (a) change "once every two weeks" to "once every month." In addition, add the following to paragraph (a): "Concurrent with the submission to Buyer of an invoice and statement, the SELLER shall forward copies to its cognizant Government audit agency."

Paragraphs (d) and (c) are replaced with the following: in lieu of the actual indirect costs of performance of this Contract, SELLER will be reimbursed on the basis of final indirect cost rates negotiated between the SELLER and the Government, unless otherwise provided in this Contract. Those indirect cost rates, basis of application, and the period to which they apply shall be identical to those agreed upon by SELLER and the Government in connection with SELLER's other cost-type contracts currently in force. If SELLER is provisionally reimbursed for indirect costs under other cost-type contracts pending the negotiation of final indirect cost rates, SELLER will be provisionally reimbursed under this Contract on the basis of those rates."

In paragraph (g) insert "by the Government" after "audit."

FAR 52.216-8 "Fixed Fee (Jun 2011)." Applicable if this is a cost plus fixed fee contract. "Contracting Officer" means Buyer's procurement representative; "Government" means Buyer, and "Schedule" means this Contract. Payment of fee will be made in monthly installments based on the percentage of completion of its contract, as determined by Buyer.

FAR 52.232-20 "Limitation of Cost (Apr 1984)." Applicable if this Contract is fully funded. "Contracting Officer" means Buyer's procurement representative; "Government" means Buyer and "Schedule" means this Contract. In paragraph (b) (1) the time period is 90 days. In the first sentence of paragraph (a), the word "exclusive" is replaced with the word "inclusive." Paragraph (d) (1) is revised to read: "Buyer is not obligated to reimburse SELLER for costs incurred and fee in excess of (i) the estimated cost and fee specified in this Contract or, (ii) if this is a cost sharing subcontract, the estimated cost to Buyer specified in this Contract."

FAR 52.232-22 "Limitation of Funds (Apr 1984)." Applicable if this Contract is incrementally funded. "Contracting Officer" means Buyer's procurement representative; "Government" means Buyer and "Schedule" means this Contract. In paragraph (c), the time period is 90 days. In the second sentence of paragraph (b) the word "exclusive" is replaced with the word "inclusive." Paragraph (f)(1) is revised to read: "Buyer is not obligated to reimburse SELLER for costs incurred and fee in excess of the total amount allotted by Buyer to this Contract; and ..."

(c) HONEYWELL shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing HONEYWELL's payment or electronic funds transfer.

(e) Unless otherwise specified, estimated costs include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

24. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Face of Purchase Order and/or Task Order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) These terms; (3) any supplementary terms invoked in this Contract, and (4) the Statement of Work.

25. PRIORITY RATING

If so identified, this Contract is a "rated order" certified for national defense use, and the SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

26. PROHIBITED SOFTWARE

(a) This clause only applies to Work that includes the delivery of software.

(b) As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL-Compatible, Free Software License."

(c) As used, "Prohibited Software" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a Prohibited License, or (3) software provided under a license that (a) subjects the delivered software to any Prohibited License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates HONEYWELL to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

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(d) Unless SELLER has obtained HONEYWELL's prior, written consent, which HONEYWELL may withhold in its sole discretion, SELLER shall not use in connection with this Contract, or deliver to HONEYWELL, any Prohibited Software.

(e) SELLER agrees to defend, indemnify, and hold harmless HONEYWELL, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or delivery of Prohibited Software.

27. QUALITY CONTROL SYSTEM

(a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to HONEYWELL and its customers.

28. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior, written approval of HONEYWELL.

29. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

30. SURVIVABILITY

(a) If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in the following clauses:

**APPLICABLE LAWS
COUNTERFIT WORK
ELECTRONIC CONTRACTING
EXPORT CONTROL
INDEPENDENT CONTRACTOR RELATIONSHIP
INFORMATION OF HONEYWELL
INSURANCE/ENTRY ON HONEYWELL PROPERTY
INTELLECTUAL PROPERTY
PROHIBITED SOFTWARE
RELEASE OF INFORMATION**

(b) Those U.S. Government flow down provisions that by their nature should survive.

31. TIMELY PERFORMANCE

(a) SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by HONEYWELL, HONEYWELL may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall timely notify HONEYWELL, in writing, giving pertinent details. This notification shall not change any delivery schedule.

(d) In event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow times unless there has been prior, written consent by HONEYWELL.

32. WAIVERS, APPROVALS, AND REMEDIES

(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such

provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) HONEYWELL's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

SECTION II – FAR FLOWDOWN PROVISIONS

A. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

B. INCORPORATION OF FAR CLAUSES

As used herein, "FAR" shall mean the Federal Acquisition Regulation, "DFARS" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation, "NASA" shall mean the National Aeronautics and Space Administration, "NFS" shall mean the NASA Supplement to the Federal Acquisition Regulations, "DOE" shall mean the Department of Energy, "DEARS" shall mean the DOE Supplement to the Federal Acquisition Regulations, "DOT" shall mean the Department of Transportation, "TAR" shall mean the DOT Supplement to the Federal Acquisition Regulations. Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which this Contract is issued; however, if Buyer does not enter into a Contract with its customer until after the date of this Contract, such clauses are those in effect on the date of this Contract and SELLER agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's Contract with its customer. The applicable Government clauses are the FAR and DFARS clauses cited unless the Government contract number on the face of this Contract indicates that this Contract is placed under a NASA, DOE or DOT prime or higher-tier subcontract, in which event the FAR and NASA FARs, DEAR or TAR clauses indicated below, respectively, are applicable.

In all such clauses, unless otherwise specified, "this Contract" shall mean this Contract, "Contractor" shall mean SELLER, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this Contract and to perform its obligations under its Government prime contract or lower-tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean SELLER'S lower-tier subcontract(s) and subcontractor(s), respectively.

C. COST OR PRICING DATA

1. If HONEYWELL was required to submit certified cost or pricing data, SELLER shall indemnify and hold harmless HONEYWELL to the full extent of any loss, damage or expense (excluding HONEYWELL's overhead and profit) resulting from SELLER's failure to provide HONEYWELL or the Government with accurate and complete cost or pricing data. FAR 52.215-12 and 52.215-13 as implement below in Section F shall apply if SELLER is required to submit certified cost or pricing data.

D. COST ACCOUNTING STANDARDS

If the value of this Contract exceeds \$700,000, and unless the face of this Contract indicates it is exempt from Cost Accounting Standards provisions, the following provisions apply:

1. In accordance with the applicability criteria in the FAR Appendix, 48 CFR Chapter 99, SELLER shall comply with the provisions of FAR clause 52.230-2, "Cost Accounting Standards" (Oct 2008) (excluding subparagraph (b)), or FAR clause 52.230-3, "Disclosure and Consistency of Cost Accounting Practices" (Oct 2008) (excluding subparagraph (b) thereof); provided, however, that in lieu of submission of a Disclosure Statement to HONEYWELL as may be required by either of said clauses, SELLER may,

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as appropriate, submit a Certificate of Previously Submitted Disclosure Statement or a Certificate of Submittal of Disclosure Statement Containing Privileged Information as contained in HONEYWELL's form approved for that purpose.

2. SELLER shall comply with the provisions of FAR clause 52.230-6, "Administration of Cost Accounting Standards" (Jun 2010).

3. The Cost Accounting Standards applicable shall be those in effect on the date of this Contract or the date of final agreement on price as shown on SELLER's "Certification of Current Cost or Pricing Data" if applicable, whichever is earlier.

4. SELLER agrees to indemnify and hold HONEYWELL harmless from and against any loss, damage, liability or expenses caused by any failure of SELLER or SELLER's lower-tier subcontractors or suppliers to comply with any of the foregoing provisions.

E. DISPUTES RELATED TO A GOVERNMENT CONTRACT

In addition to the provisions at Article 8, "Disputes", if a dispute relates to a matter that would give HONEYWELL recourse against the federal Government under its contract, the following provisions apply:

1. SELLER will give HONEYWELL a fully supported written claim within five (5) years after the claim accrues, but no later than final payment under this Contract. SELLER will fully cooperate with HONEYWELL in prosecuting any such dispute and will be bound by the outcome unless HONEYWELL discontinues its prosecution of the dispute or does not afford SELLER an opportunity to continue to prosecute the dispute in HONEYWELL's name.

2. For any claim that exceeds \$100,000, SELLER shall provide a certification in the form and signed by the appropriate official of the SELLER as set forth in the "Disputes" clause, FAR 52.233-1 (July 2002), as directed by HONEYWELL.

3. SELLER shall indemnify and hold harmless HONEYWELL for any liability or reduction in HONEYWELL's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by SELLER in connection with this Contract.

F. SELLER BUSINESS PRACTICES AND RESPONSIBILITY

The provisions in FAR Parts 3 and 9 require persons doing business with the federal Government to comply with certain laws and regulations. SELLER agrees to indemnify and hold HONEYWELL harmless from and against any loss, damage, liability or expenses caused by any failure of SELLER or SELLER's lower-tier subcontractors or suppliers to comply with any of the requirements of those laws and regulations.

G. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon request of HONEYWELL it will negotiate in good faith with HONEYWELL relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as HONEYWELL may reasonably deem necessary in order to comply with the provisions of the applicable prime contract, or with the provisions of amendments to such prime contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

H. PRESERVATION OF THE GOVERNMENT'S RIGHTS

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

I.1.0 PROVISIONS OF THE FEDERAL ACQUISITION REGULATIONS INCORPORATED BY REFERENCE

The following provisions are applicable to this Contract. In addition, SELLER shall include in all subcontracts and purchase orders that it issues, any clause that by its terms is required to be included in lower-tier subcontracts and purchase orders. SELLER shall indemnify and hold harmless HONEYWELL to the full extent of any loss, damage or expense resulting from SELLER's failure to include a required clause in its subcontracts and purchase orders.

I.1.1 The following FAR clauses are applicable to this Contract:

Gratuities (Apr 1984)	52.203-3	If value of this Contract equals or exceeds \$150,000 or more.
Restrictions on Subcontractor Sales to the Government (Sep 2006)	52.203-6	If value of this Contract is \$150,000 or more.
Anti - Kickback Procedures (Oct 2010)	52.203-7	All – if value of this contract is \$150,000 or more, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this Contract.
Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	52.203-10	All
Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	52.203-12	If value of this Contract is \$150,000 or more.
Contractor Code of Business Ethics and Conduct (Apr 2010)	52.203-13	Applies to all contracts that have a value of \$5,000,000 or more and a period of performance of more than 120 days.
Display of Hotline Poster(s) (Dec 2007)	52.203-14	Applies to all contracts that exceed \$5,000,000 (base + options), except when the Contract is: (1) for the acquisition of a commercial item; or (2) performed entirely outside the United States.
Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)	52.203-15	Applies to all contracts awarded under the ARRA Act funded in whole or in part with Recovery Act funds.
Security Requirements (Aug 1996)	52.204-2	If this Contract involves access to classified information. In paragraph (c), "Government" does not change to "Buyer."

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Personal Identity Verification of Contractor Personnel (Jan 2011)	52.204-9	Any contract when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system.
Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)	52.204-10	Applies to all first tiered purchase orders and subcontracts \$25,000 and greater.
American Recovery and Reinvestment Act (Jul 2010)	52.204-11	All solicitations and contracts funded in whole or part with Recovery Act funds.
Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)	52.209-6	If value of this Contract equals or exceeds \$30,000.
Material Requirements (Aug 2000)	52.211-5	All
Defense Priority and Allocation Requirements (Apr 2008)	52.211-15	If the face of the contract indicates that it is a DPAS rated order. "Rated Order" means a prime contract for any product, service, or material (including controlled materials) placed by a Delegated Agency under the provisions of the DPAS in support of an authorized program and which require preferential treatment, and includes subcontracts and purchase orders resulting under such contracts.
Audit and Records – Sealed Bidding (Oct 2010)	52.214-26	All contracts expected to exceed the threshold in FAR 15.403-4(a) (1) for submission of cost or pricing data.
Audit and Records— Negotiation (Oct 2010)	52.215-2	All awards that are at or greater than the simplified acquisition threshold \$150,000 and (1) that are cost-reimbursement, incentive, time-and-materials, labor hour, or price re-determinable type or any combination of these; (2) for which certified cost or pricing data are required; or (3) that require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

Price Reduction for Defective Cost or Pricing Data (Aug 2011)	52.215-10	Applicable if submission of cost or pricing data is required. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.
Price Reduction for Defective Cost or Pricing Data – Modifications (Aug 2011)	52.215-11	Applicable if submission of cost or pricing data is required for modifications. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.
Subcontractor Cost or Pricing Data (Oct 2010)	52.215-12	If the value of this Contract exceeds \$700,000 and no exception from cost or pricing data applies.
Subcontractor Cost or Pricing Data – Modifications (Oct 2010)	52.215-13	If the value of this Contract exceeds \$700,000 and no exception from cost or pricing data applies.
Integrity of Unit Prices (Oct 2010)	52.215-14	If the value of this Contract is \$150,000 or more. Paragraph (b) is deleted.
Pension Adjustments and Asset Reversions (Oct 2010)	52.215-15	Only applicable if cost and 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 (Jun 2003)	52.215-16	Applicable only if this Contract is subject to the Cost Principles at FAR 31.2 and the SELLER has proposed facilities capital cost of money in its offer.
Waiver of Facilities Capital Cost of Money (Oct 1997)	52.215-17	Applicable only if this Contract is subject to the Cost Principles at FAR 31.2 and the SELLER did not propose facilities capital cost of money in its offer.
Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	52.215-18	Only applicable if cost and 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 (Oct 1997)	52.215-19	Only applicable if cost and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data (Oct 2010)	52.215-20	If the value of this Contract exceeds \$700,000 and no exception from cost or pricing data applies.

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Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications (Oct 2010)	52.215-21	If the value of this Contract exceeds \$700,000 and no exception from cost or pricing data applies.
Limitations on Pass-Through Charges (Oct 2009)	52.215-23	Required including paragraph (f) in all cost-reimbursement contracts that exceed the simplified acquisition threshold (\$150,000), except if the prime contract is from DOD, then insert in all cost – reimbursement contracts and fixed price contracts, except those identified in FAR 15.408(n)92)(i)(B)(2) that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4 (\$700,000)
Incentive Fee (Jun 2011)	52.216-10	All
Cost Contract – No Fee (Apr 1984)	52.216-11	Applicable only if this Contract is place on a cost reimbursement – no fee basis.
Utilization of Small Business Concerns (Jan 2011)	52.219-8	All
Small Business Subcontracting Plan (Jan 2011)	52.219-9	All including commercial item contracts if value of this Contract is \$650,000 or more and order is placed with a Large Business as defined in FAR Part 19.
Notice to the Government of Labor Disputes (Feb 1997)	52.222-1	All
Payment of Overtime Premiums (Jul 1990)	52.222-2	All
Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	52.222-4	Applicable If value of this Contract is \$150,000 or more that may require or involve the employment of laborers. SELLER shall insert this clause (a) – (d) in all subcontracts exceeding \$150,000.
Walsh - Healey Public Contracts Act (Oct 2010)	52.222-20	If value of this Contract is \$15,000 or more.
Prohibition of Segregated Facilities (Feb 1999)	52.222-21	All including commercial item contracts if value of this Contract is \$10,000 or more.
Previous Contracts and Compliance Reports (Feb 1999)	52.222-22	Must be included when 52.222-21 and 52.222-26 are included.
Equal Opportunity (Mar 2007)	52.222-26	Applies to all contracts \$10,000 or more.

Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)	52.222-35	If value of this Contract is \$100,000 or more.
Affirmative Action for Workers with Disabilities (Oct 2010)	52.222-36	If value of this Contract is \$15,000 or more.
Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Sep 2010)	52.222-37	The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.
Service Contract Act of 1965 as amended (Nov 2007)	52.222-41	Applies to service contracts only.
Combating Trafficking in Persons (Feb 2009)	52.222-50	All
Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Feb 2009)	52.222-53	All
Employment Eligibility Verification (Jan 2009)	52.222-54	Applies to all contracts \$3,000 meeting the following criteria: (1) Is for – (i) Commercial or non-commercial services (except for commercial services that are part of the purchase of COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS items; or (ii) Construction; (2) Has a value of more than \$3,000, and (3) Includes work performed in the United States.
Hazardous Material Identification and Material Safety Data (Jan 1997) & Alternate (1) (Jul 1995)	52.223-3 & ALT I	All
Notice of Radioactive Materials (Jan 1997)	52.223-7	All
RESERVED	52.223-14	
Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)	52.223-18	All purchase orders/subcontracts including commercial items \$3,000 and greater.
Privacy Act (Apr 1984)	52.224-2	If this Contract involves the design, development, or operation of a system of records on individuals.

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Preference for Domestic End Products	52.225-1	SELLER represents that, to the extent products supplied hereunder will constitute an end product or component, as such terms are defined pursuant to 52.225-1 such products will be manufactured in the U.S. unless otherwise agreed to in writing by Buyer."
Trade Agreements (Aug 2009)	52.225-5	Applicable if Works will be imported into the Customs Territory of the United States.
Duty Free Entry (Oct 2010)	52.225-8	All, including those for commercial items with an import value of \$15,000 or greater.
Restrictions on Certain foreign Purchases (Jun 2008)	52.225-13	All
Authorization and Consent (Dec 2007)	52.227-1	If this clause is included in the Buyer's contract under which this Contract is issued.
Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	52.227-2	Insert the clause 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement, in all purchase orders and subcontracts that include the clause 52.227-1, Authorization and Consent
Patent Indemnity (Apr 1984)	52.227-3	If this clause is included in Buyer's contract under which this Contract is issued.
Refund of Royalties (Apr 1984)	52.227-9	If amount of royalties reported by SELLER during negotiations exceeds \$250.
Filing of Patent Applications – Classified Subject Matter (Dec 2007)	52.227-10	All
Patent Rights –Ownership by the Contractor (Dec 2007)	52.227-11	This clause, suitably modified, only applies if (1) the contract is for experimental, development, or research work and SELLER is a small business of nonprofit organization or (2) the contract is for experimental, development or research work where the patent rights clause at FAR Subpart 27.3 is required.
Patent Rights –Ownership by the Government (Dec 2007)	52.227-13	This clause suitably modified in all contracts regardless of tier, for experimental, development, or research work.

Rights in Data General (Dec 2007)	52.227-14	If this Contract is placed under a Government contract or subcontract other than DOD, NASA or DOE contracts and subcontracts.
Additional Data Requirements (Jun 1987)	52.227-16	If this Contract is placed under a Government contract or subcontract other than DOD, NASA or DOE contracts and subcontracts.
Rights in Data – Special Works (Dec 2007)	52.227-17	If the Contract is primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's internal use, or when there is a specific need to limit distribution and use of the data and/or to obtain indemnity for liabilities that may arise out of the content, performance, or disclosure of the data.
Rights in Data – Existing Works (Dec 2007)	52.227-18	If the Contract is exclusively for the acquisition, without modifications, of existing audiovisual and similar works of the type set forth in FAR 27.405(b).
Commercial Computer Software—Restricted Rights (Dec 2007)	52.227-19	If this Contract is placed under a Government-Restricted Rights contract or subcontract other than DOD contracts and subcontracts.
Workers' Compensation Insurance (Defense Base Act) (Apr 1984)	52.228-3	If this Contract is to be performed outside the United States.
Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)	52.228-4	If this Contract is to be performed outside the United States.
Insurance – Work on a Government Installation (Jan 1997)	52.228-5	If this Contract involves work on a Government installation.
Federal, State and Local Taxes (Apr 2003)	52.229-3	All
Taxes — Foreign Cost-Reimbursement Contracts (Mar 1990)	52.229-8	If this Contract is performed in a foreign country.
Limitation of Cost (Apr 1984)	52.232-20	Applicable when this Contract becomes fully funded.
Limitation of Funds (Apr 1984)	52.232-22	Applicable if this Contract is incrementally funded. When the Contract becomes fully funded 52.232-20 shall apply in lieu of this clause.

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Providing Accelerated Payments to Small Business Subcontractors (DEVIATION) (Aug 2012)	52.232-99	All subcontracts /purchase orders with small businesses where Honeywell's prime contract has accelerated payments provisions included.
Protest After Award (Aug 1996) & ALT I (Jun 1985)	52.233-3 & ALT 1	All. Under paragraph (f) of this clause, Buyer may withhold or recover from SELLER any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation, or mis-certification of the SELLER which results in a bid protest being sustained.
Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)	52.234-1	All
Accident Prevention (Nov 1991), incl. Alt 1 (Nov 1991)	52.236-13	All
Indemnification and Medical Liability Insurance (Jan 1997)	52.237-7	All contracts for health care services.
Penalties for Unallowable Costs (May 2001)	52.242-3	SELLER agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability or expenses caused by any failure of SELLER or SELLER's lower-tier subcontractors or vendors to comply with this clause.
Bankruptcy (Jul 1995)	52.242-13	All
Stop-Work Order (Aug 1989)	52.242-15	All
Government Delay of Work (Apr 1984)	52.242-17	All
Changes – Cost Reimbursement (Aug 1987)	52.243-2	
Subcontracts for Commercial Items (Dec 2010)	52.244-6	All
Government Property (Jun Aug 2010) & Alternate (1) (Aug 2010)	52.245-1	All
Use And Charges (Aug 2010)	52.245-9	All that includes FAR 52.245-1.
Inspection of Services - Cost Reimbursement (Apr 1984)	52.246-5	If this Contract is for services.

Inspection of Research and Development - Cost Reimbursement (May 2001)	52.246-8	If this Contract is for research and development.
Preference for U.S. Flag Air Carriers (Jun 2003)	52.247-63	All (except for commercial items).
Preference For Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) & Alternate (1) (Apr 2003)	52.247-64 & ALT 1	All
Value Engineering (Oct 2010)	52.248-1	If value of this Contract is \$150,000 or more.
Termination (Cost Reimbursement) (May 2004)	52.249-6	Substitute "90 days" for "120 days" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal" to "timely appeal".
Excusable Delay (Apr 1984)	52.249-14	In (a) (2) delete "or contractual".

I.2.0 IF THIS CONTRACT IS RELEASED AGAINST A DOD PRIME CONTRACT, IN ADDITION TO THE FAR PROVISIONS NOTED IN I.1.0 BEING APPLICABLE, THE FOLLOWING PROVISIONS OF THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT ARE ALSO INCORPORATED BY REFERENCE AND MADE PART OF THIS CONTRACT WITH FULL FORCE AND EFFECT IF PROVIDED IN FULL TEXT.

I.2.1 The following DFAR clauses are applicable to this Contract:

Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)	252.203-7001	If value of this Contract is \$150,000 or more. Include only if Buyer is the prime contractor to the Government.
Disclosure of Information (Dec 1991)	252.204-7000	All
Requirements for contracts involving Export-Controlled Items (Apr 2010)	252.204-7008	All
Intent to Furnish Precious Metals as Government-Furnished Materials (Dec 1991)	252.208-7000	All (except for commercial items).
Subcontracting with firms That are Owned or Controlled by the Government of a Terrorist Country (Dec 2006)	252.209-7004	If value of this Contract equals or exceeds \$30,000.
Acquisition Streamlining (Oct 2010)	252.211-7000	If value of this Contract is \$1,500,000 or more.

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Item Identification and Valuation (Jun 2011)	252.211-7003	(1) All contracts which involve the purchase of material items with a unit cost of \$5,000 or more. (2) Any contract involving a material purchase if specified on the face of the PO or in the Subcontract Schedule.	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)	252.225-7007	Any supplies or services covered by the United States Munitions List that are delivered under this contract (purchase order/subcontract) may not be acquired, directly or indirectly from a Communist Chinese military company.
Pricing Adjustments (Dec 1991)	252.215-7000	Applicable if FAR 52.215-13 applies to this Contract.	Restriction on Acquisition of Specialty Metals (Jul 2009)	252.225-7008	Applicable if the Work to be furnished contains specialty metals.
Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD contracts) (Sep 2011)	252-219-7003	If value of this Contract is \$650,000 or more and order is placed with a Large Business as defined in FAR Part 19.	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2011)	252.225-7009	Applicable if the Work to be furnished contains specialty metals.
Restrictions on the use of Mandatory Arbitration Agreements (Dec 2010)	252.222-7006	Applies to all subcontracts valued in excess of \$1,000,000, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.	Commercial Derivative Military Article—Specialty Metals Compliance Certificate (Jul 2009)	252.225-7010	Applicable when 252.225-7009 is included in the Contract.
Safety Precautions for Ammunition and Explosives (May 1994)	252.223-7002	If the contract involves ammunition or explosives.	Preference for Certain Domestic Commodities (Jun 2010)	252.225-7012	If value of this Contract is \$150,000 or more.
Change in Place of Performance – Ammunition and Explosives (Dec 1991)	252.223-7003	If the contract involves ammunition or explosives.	Duty Free Entry (Dec 2009)	252.225-7013	Use instead of FAR 52.225-8.
Safeguarding Sensitive Conventional Arms, Ammunition and Explosives (Sep 1999)	252.223-7007	All contracts involving (1) the development, production, manufacture, or purchase of arms, ammunition, or explosives (AA&E), or (2) the provision of AA&E as Government-Furnished Property.	Restriction on Acquisition of Ball and Roller Bearings (Jun 2011)	252.225-7016	All except for (1) commercial items, or (2) items that do not contain ball or roller bearings.
Preference for Domestic Products	252.225-7001	SELLER represents that, to the extent products supplied hereunder will constitute an end product or component, as such terms are defined pursuant to 252.225-7001 such products will be manufactured in the U.S. unless otherwise agreed to in writing by Buyer.”	Trade Agreements (Oct 2011)	252.225-7021	Applicable if the Work contains other than U.S. made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.
Quarterly Reporting of Actual Contract Performance Outside the United States (Oct 2010)	252.225-7006	Include the substance of this clause in all contracts exceeding \$650,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs) or subsistence.	Restriction on Acquisition of Forgings (Dec 2009)	252.225-7025	All forging item contracts or for other contracts that contain forging items.
			Exclusionary Policies and Practices of Foreign Governments (Apr 2003)	252.225-7028	If the Contract involves supplies and services for international military education training and Foreign Military Sales (FMS).
			RESERVED	252.225-7029	
			Waiver of United Kingdom Levies (Apr 2003)	252.225-7033	Applicable if this Contract is with a United Kingdom firm.

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Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Jun 2011)	252.225-7040	All contracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) contingency operations, (2) humanitarian or peacekeeping operations, (3) other military operations, or (4) military exercises designated by the Combatant Commander.	Deferred Delivery of Technical Data or Computer Software (Apr 1988)	252.227-7026	If this Contract includes delivery of technical data or software.
Antiterrorism/Force Protection for Defense Contractors Outside the United States (Mar 2006)	252.225-7043	Include in all contracts that require performance or travel outside the United States.	Deferred Ordering of Technical Data or Computer Software (Apr 1988)	252.227-7027	If this Contract includes delivery of technical data or software.
Utilization of Indian Organizations and Indian Owned Economic Enterprises (Sep 2004)	252.226-7001	All contracts over \$500,000 including commercial items as applicable.	Technical Data or Computer Software Previously delivered to the Government (Jun 1995)	252.227-7028	The definitions for "contract" and "subcontract" shall not apply here, except for the first reference to contract.
Rights in Technical Data - Noncommercial Items (Sep 2011)	252.227-7013	If this Contract includes delivery of technical data for a noncommercial item, component or process.	Technical Data – Withholding of Payment (Mar 2000)	252.227-7030	If this Contract includes delivery of technical data.
Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Mar 2011)	252.227-7014	If this Contract includes delivery of noncommercial software and related data.	Validation of Restrictive Markings on Technical Data (Sep 2011)	252.227-7037	If this Contract includes delivery of technical data.
Technical Data-Commercial Items (Dec 2011)	252.227-7015	If this Contract includes delivery of technical data for a commercial item, component, or process.	Patent Rights – Ownership by the Contractor (Large Business) (Dec 2007)	252.227-7038	Applies to large businesses only.
Rights in Bid or Proposal Information (Jan 2011)	252.227-7016	All	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991)	252.228-7005	All
Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)	252.227-7017	If this Contract includes delivery of technical data or software.	Supplemental Cost Principles (Dec 1991)	252.231-7000	All
Validation of Asserted Restrictions - Computer Software (Sep 2011)	252.227-7019	If this Contract includes delivery of software.	Frequency Authorization (Dec 1991)	252.235-7003	If radio frequency authorization required.
Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Mar 2011)	252.227-7025	If the Government or Buyer has provided SELLER with technical data or software that is marked with another contractor's restrictive legend.	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jan 2009)	252.236-7013	All contracts that involves the acquisition of steel as a construction material.
			Pricing of Contract Modifications (Dec 1991)	252.243-7001	All
			Requests for Equitable Adjustment (Mar 1998)	252.243-7002	If the value of this Contract is \$150,000 or more.
			Subcontracts for Commercial Items and Commercial Components (Sep 2011)	252.244-7000	All
			Warranty of Data (Dec 1991) & Alternate (1) (Dec 1991)	252.246-7001 and Alt I	All

GENERAL AND FAR FLOWDOWN PROVISIONS FOR COST REIMBURSEMENT SUBCONTRACTS AND PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER U.S. GOVERNMENT CONTRACTS

Pass-Through of Motor Carrier Fuel Surcharge Adjustment to Cost Bearer (Sep 2010)	252.247-7003	All contracts with motor carriers, brokers, or freight forwarders.
Transportation of Supplies by Sea (May 2002)	252.247-7023	If value of this Contract is \$100,000 or more.
Notification of Transportation of Supplies by Sea (Mar 2000)	252.247-7024	If value of this Contract is \$100,000 or more.
Notification of Anticipated Contract Termination or Reduction (Oct 2010)	252.249-7002	If value of this Contract is \$650,000 or more when Buyer is the prime contractor, and \$150,000 or more when Buyer is a first-tier subcontractor.

I.3.0 IF THIS CONTRACT IS RELEASED AGAINST A NASA PRIME CONTRACT, IN ADDITION TO THE FAR PROVISIONS NOTED IN I.1.0 BEING APPLICABLE, THE FOLLOWING PROVISIONS OF THE NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT ARE ALSO INCORPORATED BY REFERENCE AND MADE PART OF THIS CONTRACT WITH FULL FORCE AND EFFECT IF PROVIDED IN FULL TEXT.

I.3.1 The following NASA FAR clauses are applicable to this Contract:

Security Requirements for Unclassified Information Technology Resources (May 2007)	1852.204-76	All contracts involving (1) physical or electronic access to NASA's computer systems, networks, or IT infrastructure, or (2) the use of information systems to generate, store, process, or exchange data with NASA or on behalf of NASA regardless of whether the data resides on a NASA or a contractor information system.
Restrictions on Printing and Duplicating (Nov 2004)	1852.208-81	All
Packaging, Handling and Transportation (Sep 2005)	1852.211-70	All, if the items will be components of deliverable Class I, II or III items.
Use of Rural Area Small Businesses (Sep 1990)	1852.219-74	All
Small Business Subcontracting Reporting (May 1999)	1852.219-75	All including commercial items contracts if FAR 52.219-9 applies to this Contract.
NASA 8 Percent Goal (Jul 1997)	1852.219-76	All including contracts for commercial items over \$550,000.

Safety and Health (Apr 2002)	1852.223-70	If value of this Contract is \$1,000,000 or more or this Contract involves the use of hazardous materials or operations.
Frequency Authorization (Dec 1988)	1852.223-71	All
Safety and Health (Short Form) (Apr 2002)	1852.223-72	All
Safety and Health Plan (Nov 2004)	1852.223-73	All when 1852.223-70 is included in the Contract.
Drug and Alcohol-Free Workplace (Mar 1996)	1852.223-74	All contracts in which work is performed by an employee in a sensitive position; except contracts for commercial items.
Export Licenses (Feb 2000)	1852.225-70	All
Patent Rights – Retention by the Contractor (Short Form) (Undated)	1852.227-11	All that includes experimental, development, research, design, or engineering work to be performed by other than a small business or nonprofit organization.
Rights in Data-General (Undated)	1852.227-14	If this Contract includes delivery of technical data or software.
Commercial Computer Software- Restricted Rights (Undated)	1852.227-19	If this Contract includes delivery of technical data or software.
New Technology (May 2002)	1852.227-70	Include clause in all contracts except when contracting with a small business where contract performance will be conducted in the United States, its possessions, or Puerto Rico and has as purpose the performance of experimental, developmental, research, design, or engineering work.
Requests for Waiver of Rights to Inventions (Apr 1984)	1852.227-71	Applicable wherever NASA FAR 1852.227-70 applies to this Contract. SELLER's petitions to the Contracting Officer shall be made through the HONEYWELL procurement representative.
Designation of New Technology Representative and Patent Representative (Jul 1997)	1852.227-72	Applicable if this Contract contains FAR 52.227-11 or 1852.227-70.

**GENERAL AND FAR FLOWDOWN PROVISIONS FOR COST REIMBURSEMENT
SUBCONTRACTS AND PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS
UNDER U.S. GOVERNMENT CONTRACTS**

Invention Reporting and Rights – Foreign (Apr 1986)	1852.227-85	In each subcontract, HONEYWELL awards under this Contract where the performance of research, experimental design, engineering, or developmental work is contemplated for which the Work is to be performed outside the United States, its possessions, and Puerto Rico by contractors that are not domestic firms.
Commercial Computer Software - License (Dec 1987)	1852.227-86	All NASA contracts.
Cross Waiver of Liability for Space Shuttle Services (Sep 1993)	1852.228-72	Applies to all space shuttle services contracts including those for commercial items.
Cross Waiver of Liability for Space Shuttle Activities (Dec 1994)	1852.228-76	Applies to all space shuttle contracts including those for commercial items.
Cross Waiver of Liabilities for NASA Expendable Launch Vehicle Launches (Sep 1993)	1852.228-78	Applies to all NASA expendable launch vehicles contracts including those for commercial items.
Determination of Compensation Reasonableness (Mar 1994)	1852.231-71	Applicable if this Contract is (1) Service contract, and (2) Cost Reimbursement or non-competitive fixed price in excess of \$500,000.
Pension Portability (Jan 1997)	1852.237-71	Applicable if this Contract is for services and meets the conditions of paragraph (b) of the clause.
Access to Sensitive Information (Jun 2005)	1852.237-72	All Contracts that require access to sensitive information.
Release of Sensitive Information (Jun 2005)	1852.237-73	All Contracts that require the release of sensitive information.
Travel outside of the United States (Dec 1988)	1852.242-71	Applicable if this Contract requires travel to locations outside the United States that will be charged directly to the Contract. Substitute “45 days” for “30 days” in the clause. Substitute “HONEYWELL Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause.

NASA Contractor Financial Management Reporting (Nov 2004)	1852.242-73	Substitute “HONEYWELL Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO” throughout this clause.
Engineering Change Proposals (Oct 2001)	1852.243-70	All
Geographic Participation in the Aerospace Program (Apr 1985)	1852.244-70	If value of this Contract is \$100,000 or more.
Financial Reporting of NASA Property in the Custody of Contractors (Jan 2011)	1852.245-73	All
Human Space Flight Item (Mar 1997)	1852.246-73	Applicable if this Contract is for human space flight hardware or flight related equipment.

I.4.0 IF THIS CONTRACT IS RELEASED AGAINST A DEPARTMENT OF ENERGY (DOE) PRIME CONTRACT, IN ADDITION TO THE FAR PROVISIONS NOTED IN I.1.0 BEING APPLICABLE, THE FOLLOWING PROVISIONS OF THE DOE DEAR FEDERAL ACQUISITION REGULATION SUPPLEMENT ARE ALSO INCORPORATED BY REFERENCE AND MADE PART OF THIS CONTRACT WITH FULL FORCE AND EFFECT IF PROVIDED IN FULL TEXT.

I.4.1 The following DEAR clauses are applicable to this Contract:

Whistleblower Protection for Contractor Employees (Dec 2000)	952.203-70	All
Security (Aug 2009)	952.204-2	All
Classification/Declassification (Sep 1997)	952.204-70	If this Contract involves access to classified materials.
Sensitive Foreign Nations Controls (Mar 2011)	952.204-71	All
Facility Clearance (Mar 2011)	952.204-73	All
Printing (Apr 1984)	952.208-70	All
Priorities and Allocations for Energy Programs – Solicitation (Apr 2008)	952.211-70	Applies to all solicitations in support of DOE atomic energy programs.
Priorities and Allocations for Energy Programs – Contracts (Apr 2008)	952.211-71,	Applies to all contracts placed in support of DOE atomic energy programs.
Patent Rights – Retention by the Contractor (Short Form) (Feb 1995)	952.227-11	All suitably modified.
Patent Rights – Acquisition by the Government (Sep 1997)	952.227-13	All

**GENERAL AND FAR FLOWDOWN PROVISIONS FOR COST REIMBURSEMENT
SUBCONTRACTS AND PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS
UNDER U.S. GOVERNMENT CONTRACTS**

Rights in Data – (Department of Energy Coverage Alternatives VI and VII) (Feb 1998)	952.227-14	All
Rights to Proposal Data (Apr 1994)	952.227-82	This clause replaces FAR 52.227-23.
Government Property (Cost Reimbursement Contracts) (Jul 2009)	952.245-5	All

paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making this award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

J. CERTIFICATIONS AND REPRESENTATIONS

Contractor acknowledges that HONEYWELL will rely upon Contractor certifications and representations contained herein and in any written offer, proposal or quote or company profile submission, which results in award of a contract to Contractor. By entering into such contract, Contractor republishes the certifications and representations submitted with its written offer and/or made annually, including company profile information, and oral offers/quotations made at the request of HOENYWELL and Contractor makes these certifications and representations set forth below. Contractor shall immediately notify HONEYWELL of any change of status regarding any certification or representation.

J.1.0. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) – 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 term “agency,” “influencing or attempting to influence,” “officer or employee of and agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) Prohibition. The prohibition and exceptions contained within 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. Contractor hereby certifies by the acceptance of this Contract that to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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, Contractor shall complete and submit, with its offer, to HONEYWELL OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Contractor 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 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.

J.2.0. FAR 52.209-5 Certification Regarding Responsibility Matters (Apr 2010) – applicable to all awards at or greater than the simplified acquisition threshold level

(a)(1) Contractor certifies, to the best of its knowledge and belief, that the certification being made by the acceptance of this Contract pursuant to