

SUPPLEMENTAL TERMS**ORDERS UNDER CONTRACTS INCORPORATING FORM HII SSF P9803 (05/20/26)**

In addition to Buyer's terms and conditions of purchase, the following terms shall apply to purchase orders in support of the programs referenced above. In the event of conflict between Buyer's terms and conditions of purchase and these terms, these terms shall take precedence.

1. ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS.

- A. Performance under this Order may require that Seller have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, Seller shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this Order, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided by Buyer to the Government's Contracting Officer. Upon modification of the Prime Contract by the Government, Buyer may correspondingly unilaterally modify this Order to list those third parties with which Seller has agreement(s).
- B. Seller agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Seller personnel except as authorized by Buyer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of Seller; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- C. The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which Seller has access in the performance of this Order that contains restrictive markings.
- D. Seller agrees that it will promptly notify Buyer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- E. Seller shall include this requirement in subcontracts of any tier which involve access to information covered by subparagraph A, substituting "subcontractor" for "Seller" where appropriate.
- F. Compliance with this requirement is a material requirement of this Order.

2. QUALITY MANAGEMENT SYSTEM REQUIREMENTS.

Seller shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and

supplemental requirements imposed by this Order. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to Buyer and the Government for review. Existing quality documents that meet the requirements of this Order may continue to be used. Buyer or the Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. Seller shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of Buyer. Buyer reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

3. LOGISTIC SUPPORT REQUIREMENT.

- A. This requirement applies whenever the contract specifications, by reference to a Military Specification or otherwise, specify repair parts or stock components (hereinafter called “repair parts”) for a ship component or item of equipment.
- B. With respect to ship components or equipment manufactured other than in the United States and Canada, Seller agrees that, in addition to any other data required by this Order, it will furnish under this Order sufficient data so that the repair parts can be reproduced in the United States or Canada unless the suppliers of the ship components or equipment have made arrangements, satisfactory to Seller and approved by the Buyer and Buyer’s Contracting Officer, for the manufacturing of repair parts in the United States or Canada. For the purpose of this requirement, “sufficient data” shall mean detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout and tooling. All data shall be in the English language and according to the United States system of weights and measures, and drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the Prime Contract number.
- C. In order to satisfy the requirements of paragraph B above, unless Seller or Seller’s supplier of the ship components or equipment has made arrangements, satisfactory to Seller and approved by the Buyer and Buyer’s Contracting Officer, for the manufacture of such repair parts in the United States or Canada, Seller and Seller’s subcontractors shall both provide and shall include in all subcontracts for the purchase of ship components or equipment from foreign sources, acceptable to Buyer and Buyer’s Contracting Officer, granting to the United States Government for a period of seven (7) years, “Government Purpose Rights” (as defined in paragraph (a) of the clause of this Order entitled “Rights In Technical Data – Other Than Commercial Products and Commercial Services” (DFARS 252.227-7013)) in all technical data necessary to manufacture spare and repair parts for such components or equipment.