

CUSTOMER CONTRACT REQUIREMENTS
Magnesium Rotorcraft Applications
CUSTOMER CONTRACT 201839-130704

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. DoD FAR Supplement Clauses DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. Reporting to Buyer shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor shall rapidly report lower tier subcontractor information it receives.

252.227-7038 Patent Rights—Ownership By The Contractor (Large Business) (JUN 2012). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

2. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

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1. Inventions and Patents

In accordance with paragraph (g)(2) of the Standard Patent Rights clause at 37 CFR 401.14, entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements," this Agreement incorporates the Patent Rights clause at DFARS 252.227-7038, entitled "Patent Rights—Ownership by the Contractor (Large Business)." SELLER shall report and shall require any persons and/or subcontractors performing experimental, developmental, or research work on the Agreement to report) subject inventions using DD Form 882 "Report of Inventions and Subcontracts" (see Appendix F) and shall provide a copy of the transmittal letter accompanying each subject invention disclosure to SELLER will provide a copy of its final Report of Inventions and Subcontracts submitted to the Government to BUYER. Negative reports are required.

2. Licensing of National Center for Manufacturing Sciences (NCMS) and BUYER

SELLER hereby grants to BUYER and NCMS a royalty-free, nonexclusive and irrevocable right to copy, distribute, perform and display publicly, make derivative works and to use any Collaborative Project Technology for research and educational purposes only BUYER and NCMS shall have the right to use the knowledge base it gains as a result of engaging in this Collaborative Project in its business operations for research and educational purposes only.

3. Licensing of the U.S. Government.

SELLER hereby grants the Government a royalty-free, nonexclusive and irrevocable right to:

- î Reproduce, publish, or otherwise use for Federal purposes any work that is subject to copyright and that the contractor develops, or acquires ownership of, under this award;
- î Authorize others to reproduce, publish, or otherwise use such work for Federal purposes;
- î Obtain, reproduce, publish, or otherwise use for Federal purposes data produced under this award;

ji Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes;

4. Property

- A. Unless the Parties hereto otherwise agree, title to all tangible nonexpendable personal property procured in whole or in part with contract funds during the performance of this Contract with an acquisition cost in excess of Five Thousand Dollars (\$5,000.00), shall vest at the time of purchase in NCMS, including without limitation all property which is assembled, constructed, fabricated or produced from equipment, material, structures and/or test apparatus with unit costs of less than or equal to Five Thousand Dollars (\$5,000.00) but with an aggregate cost in excess of Five Thousand Dollars (\$5,000.00). SELLER purchases such property on behalf of NCMS. SELLER shall exercise reasonable care in the custody and maintenance of all such property in its control, and shall obtain and maintain adequate insurance coverage to satisfy all claims of any kind arising from SELLER's custody and maintenance of such property until disposal of such property by NCMS.
- B. SELLER shall identify each item of property, which falls under the provisions of this section by a suitable tag, sticker, marker, ink stencil or other non-removable label. Such label shall refer to NCMS as the owner of such property. SELLER shall maintain a list of all property purchased hereunder which is the property of NCMS; such list, at a minimum shall refer to the item description, acquisition date, acquisition cost, serial number, and general location. A copy of the property list then current shall be submitted to BUYER when the Final Report is submitted.
- C. Within one (1) year following receipt of SELLER's property list, NCMS shall, at NCMS' expense, arrange for disposal of all listed property. Such disposal shall include, if mutually acceptable, sale to SELLER. NCMS shall at all times have the right to abandon in place any and all listed property by written notice to SELLER, and thereafter NCMS shall have no further responsibility for the property described in such written notice.
- D. SELLER shall not lease or rent property for use in performing the Agreement where the aggregate of charges for each individual item of property exceeds Five Thousand Dollars (\$5,000.00) during the period of performance of this Agreement, without the prior written approval of BUYER.
- E. SELLER shall provide written notification to BUYER of any Government Furnished Equipment (GFE) or Government Furnished Information (GFI) within thirty (30) days of receipt.

5. Foreign Nationals

SELLER agrees that it shall limit participation on this Agreement to (1) U.S. citizens, (2) lawful permanent residents as defined by 8 U.S.C. 1101(a)(20), (3) other protected individuals as defined by 8 U.S.C. 1324b(a)(3) and (4) Canadian citizens (pursuant to the principles underlying the Canada-U.S. Free Trade Agreement), if such participation will involve visual inspection of the Technology, Intellectual Property or Technical Information, or oral exchanges of information about the foregoing. SELLER further agrees to furnish BUYER or NCMS upon request with proof of the citizenship status of its personnel participating on this Agreement, including (1) U.S. citizens; (2) legal permanent residents; and (3) foreign nationals who are not permanent residents. SELLER further agrees, that if it is necessary to involve foreign national employees in visual inspection of the Technology, Intellectual Property, or Technical Information, or oral exchanges of information about the foregoing, SELLER will furnish to BUYER / NCMS proof of appropriate valid export license, or technical assistance agreement, or exemption from licensing requirements (e.g. Canadian exemption) to the extent required by the International Traffic In Arms Regulations (i°ITARj±) or the Export Administration Regulations (j°EARj±). A copy of such license or agreement shall be furnished to BUYER / NCMS before any disclosure of information to such foreign person. In the event that SELLER believes that the subject matter of this Agreement is not covered by ITAR, SELLER may request a written waiver of the requirements of this Section, which may be granted if the BUYER and NCMS contracting officer agrees that ITAR does not cover the subject matter.

6. EQUAL EMPLOYMENT OPPORTUNITY

SELLER shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, and as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

7. CLEAN AIR AND WATER

SELLER shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Clean Water Act (33 U.S.C. 1251 et seq.) as amended.

8. ANTI-KICKBACK ACT

SELLER shall comply with the Copeland j°Anti-Kickbackj± Act (40 U.S.C. 3145) as supplemented by Department of

Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency through BUYER then through NCMS.

9. ENVIRONMENTAL STANDARDS

SELLER shall identify all impact this award may have on:

- a. The quality of the human environment, and provide help that may be needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.)
- b. Flood-prone areas, and provide help that may be needed to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.)
- c. Coastal barriers, and provide help that may be needed to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et. seq.) concerning preservation of barrier resources.
- d. All existing or proposed component of the National Wild and Scenic Rivers system, and provide help that may be needed to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271), et. Seq.). Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help that may be needed to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).

10. USE OF HUMAN SUBJECTS AND ANIMALS

No Agreement funds may be used for any research involving uninformed or non-voluntary human beings as experimental subjects. SELLER will ensure compliance with Federal, State and local regulatory guidelines on human subjects.

By signing the agreement or accepting funds under this agreement, the SELLER assures it will comply with the following requirements:

For Humans: the SELLER will not commence performance of research involving human subjects that is covered under 32 CFR Part 219 or that meets exemption criteria under 32 CFR Part 219.101(b), or expend funding on following paragraph (1) or (2) have been met:

- (1) The SELLER furnishes to the BUYER. BUYER will forward NCMS to forward to Human Research Protection Official (HRPO), with a copy to the Grants Officer, and will obtain assurance of compliance and IRB approval and receive notification from the Grants Officer that the HRPO has approved the assurance as appropriate for the research under the agreement and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The SELLER may furnish evidence to BUYER of an existing assurance of compliance from the HRPO, if an appropriate assurance has been approved in connection with previous research.
- (2) The SELLER furnishes to the BUYER documentation as required by DoD General Research Terms and Conditions, NP Article III, Section 1.c., and NCMS will receive written notification from the Grants Officer that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement.

For Animals: Prior written approval is required to use or subcontract for the use of laboratory animals in any manner whatsoever from the US Army Medical Research and Materiel Command, Animal Care and Use Office through BUYER.

11. HEALTH AND SAFETY GUIDELINES

By signing the Agreement, or accepting funds under this agreement, the SELLER assures it will comply with the following requirements:

1. Applicable OSHA Standards in Laboratories - 29 CFR 1910.1030 Blood Borne Pathogens; 29 CFR 1910.1450, Occupational Exposure to Hazardous Chemicals in Laboratories
2. Handling and transport of etiologic agents - Procedures for Domestic Handling and Transport of Diagnostic Specimens and Etiologic Agents, 1994 (3rd ed.), H5a3doc.75, National Committee for Clinical Laboratory Standards
3. Disposal of high level radioactive waste and spent nuclear fuel. Note however, that some States are exempt if they have established separate requirements. - Nuclear Regulatory Commission Standard and Regulation, pursuant to the Energy Reorganization Act of 1974, (42 USC, 5801, et seq.)
4. Text Messaging While Driving EO 13513

5. Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997 - In accordance with the Executive Order, grantees are encouraged to adopt and enforce on the job seat belt policies and programs for their employees when operating company owned, rented, or personally owned vehicles.

12. NATIONAL SECURITY GUIDELINES:

By signing the agreement or accepting funds under this agreement, the SELLER assures it will comply with the following requirements:

1. Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001. Executive Order 13224 gives the U.S. government a powerful tool to impede terrorist funding and is part of our national commitment to lead the international effort to bring a halt to the evil of terrorist activity. President Bush issued Executive Order 13224 pursuant to the authorities of the International Emergency Economic Powers Act (50 U.S.C. 1701 et. seq.) (IEEPA), the National Emergencies Act (50 U.S.C. 1601 et seq.), section 5 of the United Nations Participation Act of 1945, as amended (22 U.S.C. 287c) (UNPA), and section 301 of title 3, United States Code.

2. Select Agents and Toxins - Institution must be registered with CDC and or USDA prior to beginning work with agents. Investigator must be licensed prior to beginning work. NIH Term of Award includes notice that registration must be complete before using NIH funds and that no funds may be used for Select Agent

Research if certification is denied. USDA inserts a term indicating that the grantee has primary responsibility for complying with Title II of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, Public Law 107-188, and the regulations promulgated thereunder in 7 CFR Part 331, 9 CFR Part 121, and 42 CFR Part 72. For guidance on a biosecurity plan that includes physical security of facilities and access controls to prevent unauthorized entries see Departmental Manual 9610-1, USDA Security Policies and Procedures for Biosafety Level 3 Facilities (available via <http://www.ocio.usda.gov/document/departamental-manual-9610-001>) Other State and Local regulations may apply.

3. Executive Order 13526 Classified National Security Information: prescribes a uniform system for classifying, safeguarding, and declassifying national security information, including information relating to defense against transnational terrorism.

13. NONDISCRIMINATION:

By signing or accepting funds under this agreement, the SELLER agrees that it will comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.).
2. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60.
3. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).
4. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
5. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41
6. Americans with Disabilities Act - 42 USC 12101 et. seq.

14. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, in accordance with 41 USC § 22.

15. LOBBYING

Section 319 of Public Law 101-121 generally prohibits recipients and sub-recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan. A "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and the Standard Form LLL, "Disclosure of Lobbying Activities" (if applicable), will be required to be submitted by the SELLER to

BUYER prior to disbursement of any funds under this Agreement.

16. TERRORIST FINANCING

SELLER shall comply with Executive Order No. 13224, blocking Terrorist Property and a summary of the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), and

Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations).

17. HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

SELLER shall comply with Title 18, United States Code, Section 1592 ;^a Unlawful conduct with respect to documents in furtherance of trafficking, peonage, slavery, involuntary servitude, or forced labor and United States Central Command (USCENTCOM) Clause No. 952-222-0001 (July 2010) subject: Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports

18. PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The SELLER may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The SELLER must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (A) of this agreement are no longer in effect.
3. The prohibition in paragraph (A) of this agreement provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the SELLER is not in compliance with this award provision, it:
 - a. Will prohibit the SELLER's use of funds under this agreement, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and
 - b. May pursue other remedies available for the SELLER's material failure to comply with award terms and conditions.

19.. GENERAL/MISCELLANEOUS REQUIREMENTS

By signing or accepting funds under this Agreement, the SELLER agrees that they will comply with the following general national policy requirements:

1. Drug Free Workplace "C Public Law 100-690 and 41 USC 701 et seq.
2. False Claims Act Provisions
 - a. Civil False Claims Act "C 31 USC 2739
 - b. Criminal False Claims Act "C 18 USC 287 and 1001
 - c. Program Fraud and Civil Remedies and False Claims Act "C 31 USC 3801, 45 CFR 79
3. Government-wide Debarment and Suspension (Nonprocurement) "C 42 USC 1870 (a); Sec. 2455, PL 103-355, 108 Stat. 3327 (31 USC 6101 note); EO 12549 (3 CFR, 1986 Comp., p. 189); EO 12689 (3 CFR, 1989 Comp., p.235)
4. Metric System "C 15 USC 205 a-k and Executive Order 12770
5. Misconduct in Science "C Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in agency implementing regulations.
6. National Historic Preservation - The SELLER agrees to identify all property listed or eligible for listing on the National Register of Historic Places that will be affected by this Agreement, and to provide all the help as may be needed, with respect to the Agreement.
7. Paperwork Reduction Act - Data collection activities, if any, performed under this project are the responsibility of the SELLER, and BUYER support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The SELLER shall not represent to respondents that such data are being collected for or in association with BUYER without the specific written approval of the cognizant awarding agency official of such data collection plan or instrument. However, this requirement is not intended to preclude mention of BUYER support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.
8. Transparency Act - FFTA Public Law 109-282. Reporting grants and 1st tier sub recipients of 25K or more, and

- executive compensation reporting of same; limited exceptions.
9. US Flag Air Carriers - 49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417@63421)
 10. Trafficking in Persons - By signing or accepting funds under the agreement, the SELLER agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.
 11. Whistleblower Protection - Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112@239, providing protection for whistleblowers.
 12. Use of United States Flag Vessels - 46 CFR 381
 13. Privacy Act - 5 USC 552a
 14. Pro Children Act - 20 USC 7183
 15. Uniform Relocation Assistance and Real Property Acquisition Policies Act - 42 USC 4601 and 49 CFR 24
 16. Confidentiality of Patient/Client Records - 42 USC 290dd-2 and 42 USC 290ee-3
 17. Constitution Day - PL 108-447
 18. Davis Bacon Act - 40 USC 3141 et. Seq.
 19. Earthquake Hazards Reduction Act - 42 USC 7701 et seq., EO 12699
 20. Faith-Based and Other Neighborhood Organizations - EO 13559
 21. Federal Technology Transfer Act - 15 USC 63
 22. Freedom of Information Act - 5 USC 552
 23. Limited English Proficiency - EO 13166
 24. Native American Graves Protection and Repatriation - 25 USC 3001-3013
 25. Pre-college Students and Experimental Curriculum Development Projects - 42 USC 1869 a. and b.
 26. Recombinant DNA Molecules - All research that falls within the scope of the Guidelines for Research Involving Recombinant DNA Molecules (NIH Guidelines) shall comply with the Guidelines, including all procedural requirements. See 59 FR Volume 598, No. 127, July 5, 1994, 34495@34547