

**CUSTOMER CONTRACT REQUIREMENTS**  
**ATI Subcontract of prime (FA8650-17-2-5266)**  
**CUSTOMER CONTRACT 2019-346-001**

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

**01 2019-346-0001 Requirements .**

**TRAFFICKING IN PERSONS (MAR 2015)**

This contract is subject to the requirements of section 106 (g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104, as implemented by 2 CFR 175). If Seller, or any Seller sub-tier supplier (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the contract is in effect or (ii) uses forced labor in the performance of the contract, the Government or Buyer shall be authorized to terminate the contract without penalty.

**PROPERTY (MAR 2017)**

It is not anticipated that Seller will require any significant property to fulfill its duties under this

contract. Any property purchased by Seller under this contract will be managed IAW 2 CFR

200 §310- 316.

The acquisition of real property is prohibited without the prior approval from Buyer. Any proposed work performed under this contract will clearly identify any costs associated with the purchase of Real Property. If, in the performance of work under this contract, a purchase of Equipment with an acquisition value greater than \$5,000 is required, the Seller shall request approval through Buyer and obtain prior written Government approval if the Equipment cost was not otherwise included in the prime proposal selected by the Government.

The Government may provide Government Furnished Property (GFP) to Seller to facilitate the performance of research under this contract. Such GFP will be specifically identified. Seller shall comply with 32 CFR §34.22.

Seller shall maintain a property management system that either complies with FAR 52.245-1 or with 32 CFR §34.23. Once the contract is complete, Seller will request disposition instructions through Buyer to the Government. Disposition of all Property shall be in accordance with 32 CFR §34.21 - 25.

**STANDARDS FOR FINANCIAL MANAGEMENT (MAR 2015)**

The Seller's financial management system shall comply with the standards identified in 2 CFR 200 §

302.

**AUDIT REQUIREMENTS (MAR 2015)**

The Seller shall comply with the audit requirements of 2 CFR 200, Subpart F Audit Requirements.

Seller shall comply with the audit requirements appropriate for the type of entity receiving the contract as required.

**RETENTION AND ACCESS TO RECORDS (MAR 2015)**

Seller's financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained and access to them permitted in accordance with 2 CFR 200 §336.

#### **INVENTIONS (MAR 2017)**

(a) The clause entitled Patent Rights (Small Business Firms and Nonprofit Organizations, (37 CFR

401.14(a)) is hereby incorporated by reference.

(b) Interim or final Invention Reports 1) listing subject invention(s) and stating that all subject inventions have been disclosed, or 2) stating that there are no such inventions, shall be sent to Buyer. Please include in the subject line of the e-mail the contract number followed by the words "Invention Reporting."

(c) The DD Form 882 may be used for the notification of any Seller contract for experimental, developmental or research work which contain a "Patent Rights" clause.

#### **DATA RIGHTS (MAR 2015)**

Seller hereby grants to Buyer and the U.S. Government a royalty free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for Government purposes.

Seller is responsible for affixing appropriate markings indicating rights on all data delivered under the contract. Buyer and, or, the Government will have unlimited rights in all data delivered without markings.

(d) The Seller shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

#### **EXPORT CONTROL (MAR 2017) (TAILORED)**

(a) Definitions

"Foreign firm or institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purpose of this contract, any agency or instrumentality of a foreign government, and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

"Know-how" means all information including, but not limited to, discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

"Technology" means discoveries, innovations, know-how and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this contract.

(b) General. The parties agree that research findings and technology developments in specialty aerospace metals technology may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this contract by foreign firms or institutions must be carefully controlled. The controls contemplated in this article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR § 120 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt.770 et

seq.).

(c) Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

(1) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures state in subparagraphs (c)(1)(ii),

(c)(1)(iii), and (c)(1)(iv) below shall apply to any transfer of technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of technology. Transfers do not include:

- (i) sales of products or components, or
  - (ii) licenses of software or documentation related to sales of products or components, or
  - (iii) transfer to foreign subsidiaries of the Seller (Seller participants) for purposes related to this contract, or
  - (iv) transfer which provides access to technology to a foreign firm or institution which is an approved source of supply or source for the conduct of research under this contract provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this contract.
- (2) Seller, through Buyer, shall provide timely notice to the Government of any proposed transfer from the Seller of technology developed under this contract to foreign firms or institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, Seller, its vendors, Buyer, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate to mitigate potential adverse consequences of the transfer but which provide substantially the same benefits to the contract.
- (3) In any event, Seller shall provide written notice to the Buyer of any contract related proposed transfer to a foreign firm or institution at least 60 days prior to the proposed date of transfer. Such notice shall cite this article and shall state specifically what is to be transferred and the general terms of the transfer. Buyer shall advise Seller whether it consents to the proposed transfer. No transfer shall take place until a decision is rendered.
- (4) Except as provided in subparagraph (c)(1)(i) above and in the event the transfer of technology to foreign firms or institutions is not approved by Buyer, but the transfer is made nonetheless, the Seller shall (a) refund to the Buyer through the funds paid for the development of the technology and (b) negotiate a license with the Buyer to the technology under the terms that are reasonable under the circumstances.
- (d) Lower Tier Agreements. The Seller shall include this article, suitably modified to identify the parties, in all first-tier or lower tier contracts/agreements, regardless of tier, for experimental, development, or research work.
- (e) This article shall remain in effect during the term of any contract issued under this contract and for 5 years thereafter.

#### **U.S. FLAG CARRIER (MAR 2015)**

Travel supported by U.S. Government funds under this contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller

General Decision B138942. (See General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol 63, No. 219, 63417-63421).)

#### **ASSURANCES (MAR 2015)**

(a) By signing or accepting funds under the contract, Seller assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

(i) 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.), as implemented by DoD regulations at 32 CFR part 195;

(ii) 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;

(iii) 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 and DoD regulations at 32 CFR part 56;

(iv) On the basis of sex or blindness, in Title IX of the Educational Amendments of 1972 (20 U.S.C. 1681, et. seq.).

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(b) The Seller shall obtain assurances of compliance from sub-tiers upon execution of contract.

#### **OFFICIAL NOT TO BENEFIT (MAR 2017)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

#### **PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH**

#### **ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016)**

(a) The Seller shall not require employees or sub-tiers seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or sub-tiers from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Seller shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this article 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.

(d) (1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2017 (Pub. L. 114-223), or any other Act that extends to fiscal year 2017 funds the same prohibitions as contained in section 743, division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113) may be prohibited, if the Government or Buyer determines that the Seller is not in compliance with the provisions of this article.

(2) The Government or Buyer may seek any available remedies in the event the Seller fails to perform in accordance with the terms and conditions of the contract as a result of Buyer or Government action under this article.

#### **PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR**

#### **STATEMENTS (JAN 2017)**

(a) The Seller shall not require its employees or sub-tiers to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or sub-tiers from lawfully reporting waste, fraud, or abuse related to the performance of a Government award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(b) The Seller shall notify current employees and sub-tiers that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this article, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this article, are no longer in effect.

(c) The prohibition in paragraph (b) of this article does not contravene requirements applicable to

Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive

Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government or Buyer determines that the Seller is not in compliance with the provisions of this article.

(e) The Seller shall include the substance of this article, including this paragraph (f), in subawards