

**CUSTOMER CONTRACT REQUIREMENTS**  
**NTESS**  
**CUSTOMER CONTRACT 2038435**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below.

**1. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.222-54 Employment Eligibility Verification** (OCT 2015). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a 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 item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.

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

**2038435 Sandia & NTESS CRADA Provisions .**

**Invention Disclosures and Patents**

**Disclosure of Inventions.** Seller must report to Buyer, in writing, each Invention Made Under This Agreement, within six (6) months after the invention is made unless a written request for an extension of time to provide such a report has been approved by the Buyer.

**Rights In Inventions**

**Option to Obtain Title.** If Seller obtains or retains title to any Invention Made Under This Agreement, Buyer and Air Force Activity will have a Special Purpose License in any such invention. Seller will promptly provide a confirmatory license upon request by Buyer or Government for any Invention Made Under This Agreement that is owned by Seller.

**Special Purpose License.** The Seller hereby grants to Air Force Activity and Buyer, in advance, a Special Purpose License in any Invention Made Under this Agreement.

**Filing Patent Applications**

**Copies of Patent Applications.** Seller filing a provisional or non-provisional patent application on any Invention Made Under this Agreement must provide a copy thereof to the Buyer within thirty (30) Days of filing such application with the United States Patent and Trademark Office.

**Statement of Government Interest.** Any patent application filed on any Invention Made Under this Agreement must include in the patent specification the statement: "This invention was made in the performance of a Cooperative Research and Development Agreement with the Department of the Air Force. The Government of the United States has certain rights to use the invention."

**Notice Required to Protect Government Interest.** If Seller elects to not file, not to continue prosecution of a patent application, not to pay any required fees related to the prosecution of a patent application or maintenance of an issued patent or otherwise abandons any such Invention, Seller must notify Buyer thereof at least three (3) months prior to the expiration of any applicable filing or response deadline, priority period or statutory bar date, or within thirty (30) Days of any such election or decision to not file or continue prosecution, whichever is earlier.

**Prosecution by Air Force Activity.** In any country in which Seller does not file, continue prosecution of, make any required payment on, or where it otherwise abandons any Invention, Air Force Activity may file, or continue prosecution of, or make any required payment on, an application or patent, and Seller will promptly assign to Air Force Activity all right, title and interest of Seller in such invention.

**Cooperation.** Seller will fully cooperate with Buyer or end-customer filing, prosecuting, or administering the application or patent in promptly executing all necessary documents and obtaining cooperation of its employees in executing such

documents related to such application or patent.

### **Copyright Protection**

**License in Published Copyrighted Works.** The Seller hereby grants in advance to the Government a Special Purpose License in all published copyrighted works Created Under this Agreement. The Seller will prominently mark each such published copyrighted work with the words: "This work was created in the performance of a Cooperative Research and Development Agreement with the Department of the Air Force. The Government of the United States has certain rights to use this work."

**Copies of Published Copyrighted Works.** The seller must furnish to the Buyer, at no cost to the Buyer, one copy of each published copyrighted work Created in whole or in part by the Seller Under this Agreement.

### **Background Technology and Protected Information**

**Computer Software and Computer Software Documentation.** All computer software and computer software documentation Made, Created or developed Under this Agreement by Seller shall be treated as Proprietary Information for purposes of determining rights in such computer software and computer software documentation.

**Proprietary Information.** The Seller grants a Special Purpose License to Air Force Activity in all Proprietary Information developed by Seller Under this Agreement.

### **Customer Contract Requirements (Direct Commercial Sales)**

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated below. In all of the following clauses, "Contractor" and "Offeror" mean Seller. Certain clauses below may be deemed inapplicable if the parts being purchased under this Contract previously had commercial item determinations (CIDs) completed and approved for identical parts.

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities**(JUL 2018). In paragraph (c) (1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c) (2) to Buyer.

**52.211-5 Material Requirements**(AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

**252.209-7010 Critical Safety Items** (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: Items delivered under the Contract are considered critical safety items if they have previously been designated as critical safety items under a prior contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

**252.223-7003 Change in Place of Performance-Ammunition and Explosives**(DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223-7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer, which shall be obtained through Buyer.

**252.223-7008 Prohibition of Hexavalent Chromium**(JUN 2013). "Contracting Officer" shall mean Buyer.

**252.225-7001 Buy American and Balance of Payments Program** (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

**252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies** (DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (e) (2) "Government" means Buyer. Paragraph (c) (6) is revised as follows:

(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

**252.225-7011 Restriction on Acquisition of Supercomputers** (JUN 2005).

**252.225-7012 Preference for Certain Domestic Commodities** (DEC 2017).

**252.225-7015 Restriction on Acquisition of Hand or Measuring Tools** (JUN 2005).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

**252.225-7025 Restriction on Acquisition of Forgings** (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

**252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate** (DEC 2006).

**252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program-Basic** (DEC 2017). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

**252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System** (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c) (6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

**252.246-7008 Sources of Electronic Parts** (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b) (3) (ii) (A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).