

**CUSTOMER CONTRACT REQUIREMENTS**  
**IOSSP CLS**  
**CUSTOMER CONTRACT 7500136071**

**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. 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.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity** (MAY 2014). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

**52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights** (APR 2014). This clause applies only if this contract exceeds \$150,000.

**52.230-6 Administration of Cost Accounting Standards** (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

**52.232-39 Unenforceability of Unauthorized Obligations** (JUN 2013).

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors.** (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

**2. 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.

**252.204-7000 Disclosure of Information** (AUG 2013). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

**252.204-7015 Disclosure of Information to Litigation Support Contractors.** (FEB 2014).

**252.211-7003 Item Unique Identification and Valuation** (DEC 2013). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause. Items subject to the requirements of DFARS 252.211-7003, if any, shall be identified in an exhibit in this contract.

**252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.** (SEP 2011). (applies to contracts that include award fee). Contractor means Boeing and subcontractor means Seller. Seller shall be liable to

Buyer for such award fee reduction. Buyer may debit Seller against this contract or otherwise for the amount of Buyer's award fee reduction.

**252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.** (SEP 2014).

**252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award** (OCT 2010). "Contracting Officer" means "Buyer." Paragraph (c)(5) is deleted. In (d)(2) "from the Contracting Officer or" is deleted.

**252.225-7048 Export-Controlled Items** (JUN 2013).

**252.245-7001 Tagging, Labeling, and Marking Of Government-Furnished Property** (APR 2012).

**3. AFFARS Clauses** The following contract clauses are incorporated by reference from the Air Force Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

**5352.204-9000 Notification of Government Security Activity** (MAR 2012).

This contract contains a [DD Form 254](#), DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the [DD Form 254](#), the contractor shall take the following actions:

- (a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the [DD Form 254](#) as to:
- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
  - (2) The contract number and military contracting command;
  - (3) The highest classification category of defense information to which contractor employees will have access;
  - (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
  - (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
  - (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
  - (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in [DOD 5220.22-M](#), National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the [DD Form 254](#) where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under [DOD 5220.22-M](#), classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

**5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST Alternate VI** (OCT 2010).

**5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS)** (NOV 2012).

**5352.242-9000 Contractor Access to Air Force Installations** (NOV 2012). Contracting Officer shall mean Buyer. In paragraph (e) the term "prime contractor" shall mean "Seller" and the term "issuing office" shall mean "Buyer."

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

**9952.227-H001 Government Rights in Data (GRID)**

The Government Rights in Data (GRID) document is a binding agreement and is an inseparable part of this contract. The GRID document provides for a single point for Buyer and Seller agreement to rights in technical and non-technical data

(including software) developed for, delivered to, or available for delivery to the Government during performance of this contract.

#### **9952.227-H005 Other Provisions Concerning Commercial Data Rights**

Upon delivery of any commercial item technical data, computer software, computer software documentation, or any combination thereof, to the Government contained in any CDRL, the following provisions shall apply:

- (a) The Government shall have the right to use, perform, display, relocate the computer on which the software resides, re-host, or disclose that commercial item technical data, in whole or in part, within the Government.
- (b) Any license rights granted to the Government shall also be granted to any organization listed in H003 (“Enabling clause”) for the exclusive purpose of providing technical assistance and support on this contract. The Seller agrees that the Government shall have the right to unilaterally change support contractors (in accordance with H003) at any time subject to the quantity limitations listed for the applicable item in Column 4 of Table 2.1 in Section 4(b) of the Section J GRID, and its exercise of that right shall not entitle the Seller or its subcontractors to an equitable adjustment or a modification of any other terms and conditions of this contract.
- (c) The minimum duration of all such licenses shall be for the period of performance of this contract (including options, if exercised).
- (d) License rights related to technical data described in, and granted to the Government under, DFARS 252.227-7015(b)(1) shall apply to all such technical data associated with delivered computer software including, but not limited to, user’s manuals, installation instructions, and operating instructions.
- (e) All such commercial item technical data, computer software and computer software documentation may be installed and used (up to any seat restrictions as outlined in table 2.1) at any Government installation worldwide at which ICBM equipment is located.
- (f) Licensors’ remedies for violation of licenses shall be limited to monetary damages. In no case shall the Government be required to de-install and stop using those Items or return such Items to the Seller.
- (g) All licenses shall be consistent with all applicable laws, regulations or policies listed in DFARS clause 252.225-7048 Export Controlled Items.
- (h) Any license purchased by the Seller under this contract which is associated with any technical data, computer software, or computer software documentation delivered shall transfer upon delivery of that CDRL to the Government.
- (i) Reserved.
- (j) No terms of any Licenses or any modifications thereto shall enable licenses to renew automatically so as to obligate funds in advance of funds being appropriated, in contravention of the Anti-Deficiency Act.
- (k) Licenses shall not contain any indemnification agreement where the Government’s liability is indefinite, indeterminate, unlimited (such a provision would be a violation of the Anti-Deficiency Act)
- (l) Government liability to the Seller for any breach in license is limited to actual damages and shall exclude attorney’s fees.
- (m) Neither the Seller nor the licensor may enter Government installations for purposes such as software usage audits or other forms of inspection without written Government consent.
- (n) Copies of all licenses may be disclosed to third parties consistent with the Freedom of Information Act.
- (o) Any claim the Seller files with the Government on behalf of the Licensor, and any claim the Government files with the Seller, shall be submitted within the period specified in FAR 52.233-01 (“Disputes”) as modified by this contract.

#### **9952.227-H002 Option to Exercise Dates**

Buyer shall have the right to exercise all Data Rights options, in whole or in part, for any rights in technical data and computer software associated with any Contract Data Requirement List (CDRL) item. Data rights options will be titled as "Rights in Technical Data, Computer Software, and Computer Software Documentation" and must be exercised in accordance with dates and terms as specified in the individual option CLINs. A partial exercise of this option does not cancel Buyer's right to exercise the option for the rights not yet exercised.

**9952.227-H003 Enabling Clause Between Prime Contractors and Support Contractors**

(a) The Air Force has entered into contracts with support contractors (actual contractors may vary) (“Support Contractors”) for technical support, technical review, and acquisition management support. Prior to Contractor’s disclosure of proprietary information to the Air Force, the Air Force shall enter into a non-disclosure agreement(s) with each Support Contractor wherein the Support Contractor, through its employees, agrees to protect Contractor’s proprietary information with no less than a reasonable standard of care, and to provide the Contractor with third-party beneficiary rights to enforce such non-disclosure agreement(s).

(b) In the performance of this contract, the Seller agrees to cooperate with technical support, technical review, and acquisition management support contractors by doing the following: responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development planning data such as, but not limited to, design and development analyses, test data and results, equipment and process specifications, test and test equipment specifications and procedures, parts and quality control procedures, records and data, manufacturing and assembly procedures, and cost, schedule and milestone data - all in their original form or reproduced form; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate technical personnel. The personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this contract.

(c) The Seller agrees that the Government shall have the right to unilaterally change support contractors subject to the completion of a proper nondisclosure agreement and its exercise of that right shall not entitle the Seller or its subcontractors to an equitable adjustment or a modification of any other provision of this contract.

**9952.227-H004 Data Delivery, Data Access and Marking Requirements**

Definitions: as used in this section

“Data” includes technical data, computer software, computer documentation, financial or administrative data (see “Definitions”, section 2 of the GRID)

“Standard Issue Government Computer” is a personal computer commonly used in Government information systems. As of the beginning of the period of performance, the standard issue computer is a desktop or laptop computer on which Microsoft Windows 7 (tm) is installed as the standard operating system. Because the specific products may change over the period of performance, the Contract Officer shall make the determination of the technical, interface, and other characteristics of such computers.

“Standard Issue Application Software” is application software that is normally installed on Government Issue computers including (but not limited to Microsoft Word, Excel, PowerPoint, Project and Access, Explorer with plug-ins accessible without additional cost; Adobe Acrobat or flash; Mozilla Firefox with plug-ins accessible without additional cost; or Google Chrome with plug-ins accessible without additional cost). Because the specific products may change over the period of performance, the Contract Officer shall, in their discretion, make the determination of the technical, interface, and other characteristics of such application software.

“Computer file” is a collection of digital data stored on nonvolatile media that can be processed by application or operating system software.

“Electronic transmission” means copying or transfer of a computer file from a source to a destination through a computer network (such as the Internet).

“Government Integrated Data Environment (IDE)” is a repository of computer files maintained by the Government that can be accessed locally or remotely by Government authorized users.

The Seller shall provide requisite usage rights to all data that the Government paid to develop. This includes both items delivered by CDRL ,or available for delivery to the Government through the Data Accession List (DAL). All asserted rights shall conform to DFARS 252.227-7013 Patents, Data, and Copyrights, Rights in Technical Data—Noncommercial Items and DFARS 252.227-7014 Patents, Data, and Copyrights, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. Rights in CDRL (formally delivered) data shall be marked with the rights enumerated in the Government Rights in Data (GRID) Attachment Data indexed on the DAL shall be considered delivered for the purposes of the DFARS data rights clauses (and subject to the same rights asserted for final deliveries). The Sellerr shall ensure that all subcontractors and suppliers grant the Government the rights identified herein and on the GRID attachment.

Seller shall validate accuracy (of content and tracking formats, date of delivery, method of data delivery, approval requirements, data rights markings, and distribution legends) of electronically transmitted data or data otherwise furnished to the Government (including

subcontractor and supplier produced data).

All non-CDRL technical data, including but not limited to, working papers, daily communications, emails, software, and spread sheets that is shared with the Government via means other than CDRL delivery or the DAL, shall be marked as “work product”. Work products may be shared internally within Government and with Government support contractors in accordance with H003. Unmarked non-CDRL data will be considered work product and disseminated accordingly. The Government reserves the right to question all restrictive markings on all documents. The Contractor shall be able to validate and substantiate all restrictive markings.

All non-commercial non-CDRL computer software developed or modified, using Government funding in full or in part, during performance of this contract shall be indexed in the DAL and source code shall be available for delivery using the deferred ordering clause 252.227-7027, Deferred Ordering of Technical Data or Computer Software with all rights available to the Government under clause 252.227-2014, Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation.

Seller shall deliver unclassified CDRL data electronically to the Government’s IDE or as directed by the Government PCO, and to destinations specified in Block 14, 15, or 16 of each DD Form 1423. All delivered data shall include a completed Data Transmittal Form (DTF) as the coversheet. Data is not considered delivered until approved and accepted by the Government. If electronic delivery to the Government via the methods above is not possible, the contractor shall deliver the CDRL data to the Government, to the recipient identified in the CDRL 1423, via encrypted email or physical media in a format acceptable to the Contract Officer (e.g., ISO formatted CD or DVD). Seller shall store all unclassified (including but not limited to CDRLs, DAL items, and contractual correspondence) in its internal IDE in accordance with DoDM 5200.01, Volume 4. During the performance of this contract and upon Government request, the contractor shall be able to retrieve any data developed under this contract.

Seller shall continuously provide to Authorized Government agents (Program Manager, Contracting Officers, Contracting Officers Representatives, etc.) access to the contractor’s IDE, subject to applicable DFARS data rights restrictions, including the contents of the DAL. As required by CDRL A129 and DI-MGMT 81453A, Seller shall identify each DAL line item with the appropriate license code: (GPR) Government Purpose Rights, (UR) Unlimited Rights, (LR) Limited Rights or (RR) Restricted Rights. Seller shall update markings within 5 days of any change. Seller shall identify DAL and deliverable data in its internal IDE such that it is readily identifiable and retrievable and distinguishable from other contractor IDE data.

Seller shall deliver classified CDRL data in accordance with the DD254, DoDM 5200.01, Volume 3, and DoD 5220.22M.

Seller shall ensure that all data on its internal IDE or delivered using electronic transmission is in a file format that can be processed using Standard Issue Application Software. If not compatible with Standard Issue Application Software, the contractor shall provide the means of displaying the contents of the file compatible on standard issue Government office computers that is acceptable to the Contracting Officer. If data files contain links, the links must correctly reference information that is accessible on the IDE on which the data are stored. The links must be updated when the referenced information is moved or changed throughout all revisions Unless allowed by Block 16 of the DD Form 1423 or by the Contracting Officer, the contractor may not provide data in a scanned bitmap format (e.g., TIFF or jpg) in which alphanumeric content cannot be located with a search command in a Standard Issue Application Software product. Seller shall ensure that all printed or printable data is legible.

Seller shall ensure that technical data, computer software, and computer software documentation delivered to the Government is –free of computer malware (including viruses and worms).

Technical data, computer software, and computer software documentation shall not contain proprietary contractor pricing information. All proprietary cost and pricing information should be referenced in the body of data and made accessible to the Government by a separate attachment or through Seller’s internal IDE.

In addition to the release from liability contained in DFARS 252.227-7013(b)(6) and 252.227-7014(b)(6), the Government shall be released from liability for disclosure violations unless printed data and data delivered to the Government complies in all respects with the following marking requirements:

The cover page of any data item delivered to the Government containing any data with less than unlimited rights (including commercial item technical data, computer software or computer software documentation) shall be marked in accordance with the requirements DFARS 252.227-7013 and 252.227-7014.

The cover page of any document provided with Special License Rights Category A shall include the legend contained in DFARS 252.227-7013(f)(4) and the following text immediately after the phrase “License No.”: “SLRC-A”. When delivered to the Government in printed form or on physical storage media, the Seller shall also physically attach a copy of Section J Attachment 1 to the item and highlight the specific item.

The cover page of any document provided with Special License Rights Category B shall include the legend contained in DFARS 252.227-7013(f)(4) and the following text immediately after the phrase “License No.”: “SLRC-B”. When delivered to the Government in printed form or on physical storage media, the Seller shall also physically attach a copy of Section J Attachment 1 to the item and

highlight the specific item.

**9952.735-H735 ENABLING CLAUSE FOR GOVERNMENT PROGRAM CONTRACTS REQUIRING  
INTERFACE WITH AEROSPACE FFRDC CONTRACT SUPPORT (DEC 2011)**

**Note:** Any interface with the Aerospace Corporation in compliance with this clause shall be coordinated through the Buyer.

- a) **The ICBM SPO is responsible for management of this contract. The Air Force has entered into a contract with The Aerospace Corporation, a California nonprofit corporation operating a Federally Funded Research and Development Center (FFRDC) for the services of a technical group. The Aerospace Corporation provides support to the Air Force Program Executive Officer/Strategic Systems (AFPEO/SS) by performing General Systems Engineering and Integration, Technical Review, and/or Technical Support including informing the commander or director of the various Department of Defense (“DoD”) organizations it supports and any U.S. Government program office of product or process defects and other relevant information, which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.**

**1) General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and tradeoffs; definition of interfaces; review of hardware and software, including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance through meetings with contractors and subcontractors, exchange and analysis of information on progress and problems; review of plans for future work; developing solutions to problems; technical alternatives for reduced program risk; providing comments and recommendations in writing to the applicable DoD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.**

**2) Technical Review (TR) includes the process of appraising the technical performance of the contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the applicable Air Force Program Manager as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts to assure timely and economical accomplishment of program objectives.**

**3) Technical Support (TS) deals with broad areas of specialized needs of customers for planning, system architecting, research and development, horizontal engineering, or analytical activities for which The Aerospace Corporation is uniquely qualified by virtue of its specially qualified personnel, facilities, or corporate memory. The categories of TS tasks are: Selected Research, Development, Test and Evaluation; Plans and System Architecture; Multi-Program Systems Enhancement; International Technology Assessment; and Acquisition Support.**

**b) In the performance of this contract, the contractor agrees to cooperate with The Aerospace Corporation by:**

**1) Responding to invitations from authorized U. S. Government personnel to attend meetings.**

**2) By providing access to technical information and research, development planning data such as, but not limited to, design and development analyses, test data and results, equipment and process specifications, test and test equipment specifications and procedures, parts and quality control procedures, records and data, manufacturing and assembly procedures, and schedule and milestone data, all in their original form or reproduced form and including top-level life cycle cost\* data, where available.**

**3) By delivering data as specified in the Contract Data Requirements List.**

**4) By discussing technical matters relating to this program.**

**5) By providing access to contractor facilities utilized in the performance of this contract.**

**6) and by allowing observation of technical activities by appropriate technical personnel of The Aerospace Corporation. The Aerospace Corporation personnel engaged in GSE&I, TR, and/or TS efforts:**

- (i) Are authorized access to all such technical information (including proprietary information) pertaining to this contract and may discuss and disclose it to the applicable DoD personnel in a program office.**
- (ii) Are authorized to discuss and disclose such technical information (including proprietary information) to the commander or director of the various DoD organizations it supports and any U.S. Government personnel in a program office which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.**
- (iii) Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know.**

**c) The contractor further agrees to include in all subcontracts a clause requiring compliance by subcontractor and supplier and succeeding levels of subcontractors and suppliers with the response and access and disclosure provisions of this Enabling Clause, subject to coordination with the contractor, except for subcontracts for commercial items or commercial services. This agreement does not relieve the contractor of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or The Aerospace Corporation and such subcontractors or suppliers, except as indicated in paragraph (d) below.**

**d) The Aerospace Corporation shall protect the proprietary information of contractors, subcontractors, and suppliers in accordance with the Nondisclosure Agreement The Aerospace Corporation entered into with the Air Force, a copy of which is available upon request. This Nondisclosure Agreement satisfies the Nondisclosure Agreement requirements set forth in 10 U.S.C. §2320 (f)(2)(B), and provides that such contractors, subcontractors, and suppliers are intended third-party beneficiaries under the Nondisclosure Agreement and shall have the full rights to enforce the terms and conditions of the Nondisclosure Agreement directly against The Aerospace Corporation, as if they had been signatory party hereto. Each such contractor, subcontractor, or supplier hereby waives any requirement for The Aerospace Corporation to enter into any separate company-to-company confidentiality or other nondisclosure agreements.**

**e) The Aerospace Corporation personnel are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:**

**1. Technical direction under this contract will be given to the contractor solely by the Buyer.**

**2. Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Buyer or a Supplemental Agreement signed by both the Buyer and Seller will be issued.**

**\* Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.**