

**CUSTOMER CONTRACT REQUIREMENTS**  
**F-15 SG PBL 4**  
**CUSTOMER CONTRACT 8020200160**

CUSTOMER CONTRACT REQUIREMENTS

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

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

**8020200160 Special Provisions .**  
**1.0 DEFINITIONS AND INTERPRETATION**

1.1 In this Contract, the following terms and expressions shall have the following meanings assigned to them, and their grammatically cognate expressions shall be similarly construed, unless a contrary intention appears.

- a. "Aircraft" means all F-15SG aircraft, LEO and non-LEO, inclusive of Authority Furnished Equipment (AFE) and System. Where F-15 appears in this Contract, it shall mean F-15SG.
- b. "Articles" means all items including the stock items, support & test equipment, Software and computer programs, serviced parts, Documentation, consumable materials, spares, repair parts, assemblies, and sub-assemblies, and every part or unit thereof, which the Seller is required to supply in performing under this contract.
- c. "Authority" means the Government of the Republic of Singapore, represented by the Republic of Singapore Air Force (RSAF) and the Defence Science and Technology Agency (DSTA), on behalf of the Ministry of Defence.
- d. "Background IP" means Intellectual Property which is created prior to or independently of this contract and excludes software source code.
- e. "Documentation" means all data (including material management data on cataloguing and supply/provisioning), manuals, publications, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, and other documents relating to the Aircraft, Articles, and Services, as required for the performance of this contract.
- f. "Foreground IP" means Intellectual Property which results from or is generated pursuant to or for the purposes of this contract or a subcontract placed under this contract as the case may be.
- g. "Intellectual Property" or "IP" means copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, know how, other proprietary information and data, and any other rights resulting from intellectual activity in the individual, scientific, literary, and artistic fields.
- h. "Services" means the work which the Seller is required to do under this contract.
- i. "Software" means computer programs, including those stored in integrated circuits, read-only memory, or similar devices, computer, program documentation, and computer databases, including modifications to any of the foregoing.
- j. "Subcontractor" means any person or company that for the purposes of this contract, furnishes supplies directly to the Seller or indirectly to the Seller through another person or company.

## 2.0 PACKAGING AND MARKING

Seller shall ensure parts are packed in such a manner that they are suitable for storage in the tropics and are protected from damage or deterioration during their transit from the Seller's premises until their arrival at their final destination with the Buyer's customer.

Packages containing Dangerous Goods (i.e., those identified in Dangerous Goods classes 1 to 9 according to the United Nations' Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev1.1) shall be packaged and marked in accordance with the requirements of the generally accepted rules and conventions in international commerce.

## 3.0 INTELLECTUAL PROPERTY IN GENERAL

Except as otherwise expressly provided in this contract, the Seller warrants that it has obtained or will in due time obtain all rights relating to the use of any Intellectual Property that may be required for the purpose of this contract.

All amounts payable for the use, whether use by the Authority or the Buyer, of those Intellectual Property rights granted in the clause 4.0 OWNERSHIP OF INTELLECTUAL PROPERTY shall be deemed to be included in the price of this contract.

## 4.0 OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Nothing in this contract affects the ownership of Background IP. All rights, title to, or interest in, all Foreground IP developed by the Buyer shall be the sole or exclusive property of the Buyer, and all rights, title to, or interest in, all Foreground IP developed by the Seller shall be the sole or exclusive property of the Seller.

4.2 The Seller hereby grants to the Authority a royalty-free, irrevocable, worldwide perpetual, non-exclusive licence to use, modify, and reproduce within the Authority for defence purposes all Seller-owned Foreground IP and all Background IP required to use, repair, maintain, refurbish, modify, adapt, integrate, develop, and dispose the Articles provided under this contract.

4.3 The Authority is authorised to sub-licence these rights to a third party acting on behalf of the Authority and solely to support the Authority for its F-15SG defence purposes, provided that prior to disclosure of any such Seller Foreground IP and Background IP to the third party, the Authority will:

- a. impose on such third party an obligation to use Seller Foreground IP and Background IP solely for the purposes provided for in sub-clause 4.2 and to observe appropriate confidentiality requirements;
- b. obtain written acknowledgment from the third party that:
  - i. Seller's Foreground IP and Background IP belongs to, and at all times remains the property of the Seller;
  - ii. misuse of Seller's Foreground IP and Background IP could cause harm to the Seller;

4.4 The Seller shall reasonably endeavour to make contractual arrangements with its Subcontractors so that the Authority acquires a licence for the right to use, copy, and reproduce Subcontractor Foreground IP and Background IP required for the purpose of this contract to the same extent and for the purposes outlined in sub-clause 4.3.

4.5 For those rights or licence not covered in Clause 4.2 and 4.4, the Seller shall use reasonable endeavours to obtain for the Authority, without charge to the Authority, a royalty free, irrevocable, worldwide, perpetual, non-exclusive, licence to use all such IP solely for, or in relation to the Articles or part or unit thereof for the Authority's defence purposes.

## 5.0 INDEMNITY OF INTELLECTUAL PROPERTY INFRINGEMENT

This clause is applicable if the Boeing General Provisions Article INTELLECTUAL PROPERTY INDEMNITY incorporated into the contract has been deleted or modified.

5.1 The Seller shall indemnify the Buyer and, or, Authority (including for this purpose, every officer and department thereof so long as acting on behalf of the Authority) against all loss, damage or expense arising in respect of any action or claim for actual or alleged infringement of any Intellectual Property rights by the use or possession of the Articles but such indemnity shall not cover: (i) alleged infringement arising from alteration or modification of the Articles without the prior written consent of the Seller; (ii) alleged infringement arising from use of the Articles in combination with any other articles, parts, equipment, or software without the prior written consent of the Seller for use other than the Article's intended purpose; or (iii) alleged infringement arising from claims pertaining to items provided by the Authority which did not originate from the Seller.

5.2 In the event of any claim, suit, or action made against the Buyer and, or, the Authority to which the indemnity in sub-clause 5.1 applies, the Buyer shall notify the Seller within thirty (30) days; shall cooperate to the extent reasonably necessary by providing all relevant information, documents, and witnesses; and shall not make any responses or admissions without prior written consent of the Seller. If the Seller defends a claim, suit, or action under sub-clause 5.1, the Seller shall at its discretion:

- a. provide reasonable efforts to conduct any litigation or negotiate any settlement arising therefrom in such a way that the Buyer and, or, Authority is able to continue using the Aircraft, Articles and Documentation and any part or unit thereof without infringement or interference; or
- b. provide reasonable efforts to procure for the Buyer or the Authority the right to continue accepting, possessing, purchasing, distributing or using the Aircraft, Articles and Documentation or any part or unit thereof; or
- c. provide reasonable efforts to modify or amend the Articles and Documentation or infringing part thereof so that the same becomes non-infringing without affecting the capability and performance of the Aircraft, Articles and Documentation or interoperability of the major components or subassemblies; or
- d. provide reasonable efforts to replace the Articles and Documentation or infringing part thereof by other-Articles and Documentation or part thereof of identical capability and performance.

## **6.0 QUALITY ASSURANCE**

The Seller shall maintain the appropriate ISO 9001:2015 Quality Management system or equivalent for the Articles and Services provided under this contract to ensure that the minimum quality requirements are met.

If Seller is performing any maintenance or work on Authority's premises:

The Seller is to ensure their employees or Subcontractors have attained a minimum Bizsafe level 3 for any maintenance or work performed on the Authority's premises.

## **7.0 CONFIDENTIALITY, PUBLICITY, AND SECURITY**

7.1 Except with the consent in writing of the other Party, neither the Buyer nor the Seller shall disclose to any person, except to the Party's Subcontractors on a need to know basis, the contract or any purchases made in this contract or any provisions thereof or any information, including Technical Information or information otherwise considered proprietary or confidential, issued or furnished by or on behalf of the other Party in connection therewith.

7.2 In addition to the foregoing, neither Party shall make use of any information obtained directly or indirectly from the other Party or compiled or generated by the other Party in the course of this contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the other Party.

7.3 Subject to consent in writing from the Buyer of such exercise, the exercise by the Seller of any ownership rights relating to the Intellectual Property referred to in clause 3.0 herein without in any way connecting the Intellectual Property to the Buyer or this contract or any related transaction and without revealing any information regarding the Buyer or this contract or any related transaction and without revealing any information regarding the Authority or this contract or any related transaction shall not constitute a breach of this clause 7.0.

7.4 The Seller shall not publish or release, nor shall it allow or undertake the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or

material pertaining to any part of the obligations to be performed under the contract in any media without the prior written consent of the Buyer. Notwithstanding the foregoing, the Seller may announce or publish on the existence of the contract award following prior coordination with the other Party on the announcement.

7.5 Any classified information communicated from the Buyer to the Seller shall be accorded by the Contractor a degree of security not less than that accorded in the Industrial Security Manual.

7.6 The Seller will make contractual arrangements with its Subcontractors which contain obligations functionally equivalent to this entire clause 7.0.

## **8.0 OBSOLESCENCE / DIMINISHING MANUFACTURING SOURCES**

The Seller shall use reasonable efforts to notify the Buyer of obsolescence or Diminishing Manufacturing Sources (DMS), should they become known to the Seller. Notification may include proposal of last-time buy options (including price and lead time) or suggest modifications to the obsolete/DMS item to accommodate replacement. Detailed analyses and resolution of such obsolescence or DMS are excluded from this requirements of this clause

## **9.0 APPLICATION OF WORKPLACE SAFETY AND HEALTH ACT**

This applies to Sellers performing Services at Authority premises:

For the purposes of the Contract, the Seller, its employees, agents, and Subcontractors when conducting work in Singapore shall comply with its applicable provisions of the Workplace Safety & Health Act and the regulations and codes of practice issued thereunder electronically available at the Ministry of Manpower's website and have attained BizSafe Level 3 or equivalent safety certification throughout the contract period for the performance of Services.

### **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.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (AUG 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

**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).