

**CUSTOMER CONTRACT REQUIREMENTS**  
**USG Subcontract**  
**CUSTOMER CONTRACT A5072**

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, Section 3 replaces the requirements of Sections 1 and 2 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

**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.

**52.203-6 Restrictions on Subcontractor Sales to the Government** (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subcontract award.

**52.203-7 Anti-Kickback Procedures** (JUN 2020). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies if this contract exceeds the threshold specified in FAR 3.502-3(i) on the date of subcontract award.

**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.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (SEP 2007). 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.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.808 on the date of subcontract award. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

**52.203-13 Contractor Code of Business Ethics and Conduct** (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of subcontract award and has a performance period of more than 120 days.

**52.203-14 Display of Hotline Poster(s)** (JUN 2020). This clause applies if this contract exceeds the threshold specified in Federal Acquisition Regulation 3.1004 (b)(1) on the date of subcontract award, except if the contract is for the acquisition of a commercial item or is performed entirely outside the United States.

**52.203-16 Preventing Personal Conflicts of Interest** (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of contract award, where Seller's employees will perform acquisition functions closely associated with inherently governmental functions, as defined in paragraph (a) of the clause. The term "Contracting Officer" means "Buyer." In paragraph (a), under the definition of "Covered employee", in subparagraph (1) "Contractor" means "Seller" and in subparagraph (2), the term "subcontractor" means "Seller" and "Contractor" means "Buyer" if Seller is a self-employed individual.

**52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights** (JUN 2020). This clause applies if this contract exceeds simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

**52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements** (JAN 2017).

**52.204-2 Security Requirements** (AUG 1996). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.

**52.204-7 System for Award Management** (OCT 2018).

**52.204-9 Personal Identity Verification of Contractor Personnel.** (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**52.204-21 Basic Safeguarding of Covered Information Systems** (JUN 2016).

**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.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (JUN 2020). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award. Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.

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

**52.211-15 Defense Priority and Allocation Requirements** (APR 2008). This clause is applicable if a priority rating is noted in this contract.

**52.215-2 Audit and Records - Negotiation** (JUN 2020). This clause applies if this contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) for which cost or pricing data is required, or (iii) that require Seller to furnish reports as discussed in paragraph (e) of this clause. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

**52.215-2 Audit and Records - Negotiation Alternate I** (MAR 2009). This clause applies if this contract is funded in whole or in part with Recovery Act funds. If 52.215-2, with Alternate I applies, 52.215-2, without Alternate I is deleted.

This clause applies 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 and (iii) is cost-reimbursement, incentive, time-and-materials, labor-hour or price redeterminable type or any combination of these for which cost or pricing data are required or for which Buyer is required to furnish reports to the Government in accordance with paragraph (e) of this clause.

**52.215-10 Price Reduction for Defective Certified Cost or Pricing Data** (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

**52.215-11 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications** (JUN 2020). This clause applies if there is modification to the contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4 (a)(1) on the date of execution of the modification, except the clause does not apply to any modification if an exception under FAR 15.403-1(b) applies. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

**52.215-12 Subcontractor Certified Cost or Pricing Data** (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) or if there is a contract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications** (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of agreement on price or the date of award, whichever is later. The certificate required by paragraph (c) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-14 Integrity of Unit Prices** (JUN 2020). This clause applies except for contracts at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of contract award ; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products. Paragraph (b) of the clause is deleted.

**52.215-15 Pension Adjustments and Asset Reversions** (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

**52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions** (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

**52.215-19 Notification of Ownership Changes** (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

**52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications** (JUN 2020). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-4 (a)(1) on the date of the agreement on price or the date of the award, whichever is later. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to

verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

**52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications Alternate IV (OCT 2010).**

**52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications Alternate III (OCT 1997).**

**52.215-23 Limitations on Pass-Through Charges.** (JUN 2020). This clause applies if the contract is a cost-reimbursement contract that exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of contract award. If the contract is with DoD, then this clause applies to all cost-reimbursement contracts and fixed-price contracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4 on the date of contract award. In paragraph (c), "Contracting Officer" shall mean Buyer.

**52.215-23 Limitations on Pass-Through Charges. Alternate I (OCT 2009).** This clause applies to all cost-reimbursement subcontracts that 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 contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.

**52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort (OCT 2009).** When responding to a solicitation, Seller/Bidder shall comply with the requirements of this clause.

**52.219-8 Utilization of Small Business Concerns (OCT 2018).**

**52.219-9 Small-Business Subcontracting Plan (JUN 2020).** This clause applies if this contract exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(v), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its own unique entity identifier, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10)(vi), the following information is provided: (1) the prime contract number is \_FA8075-18-D-0004-FA8075-20-F-0053\_, (2) Buyer's unique entity identifier is \_\_\_\_\_, and the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISRs is (contact Buyer's Authorized Procurement Representative.)

**52.219-9 Small-Business Subcontracting Plan Alternate II (NOV 2016).** This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance.

**52.222-1 Notice to the Government of Labor Disputes (FEB 1997).** The terms "Contracting Officer" shall mean Buyer.

**52.222-4 Contract Work Hours and Safety Standards-Overtime Compensation (MAY 2018).** Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

**52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020).** This clause applies if this contract exceeds or may exceed the threshold specified in FAR 22.602 on date of award of the prime contract.

**52.222-21 Prohibition of Segregated Facilities (APR 2015).**

**52.222-26 Equal Opportunity (SEP 2016).**

**52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015).** This clause

applies only if this contract exceeds \$10,000.

**52.222-35 Equal Opportunity for Veterans.** (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.

**52.222-37 Employment Reports on Veterans** (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act.** (DEC 2010).

**52.222-50 Combating Trafficking in Persons** (OCT 2020). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**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.

**52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons** (JUN 2016). Seller shall submit the information required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance.

**52.223-15 Energy Efficiency In Energy-Consuming Products** (MAY 2020).

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving** (JUN 2020). This clause applies if the contract exceeds the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

**52.224-3 Privacy Training** (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

**52.225-1 Buy American - Supplies** (MAY 2014). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

**52.225-13 Restriction on Certain Foreign Purchases** (JUN 2008).

**52.227-1 Authorization and Consent** (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.

**52.227-1 Authorization and Consent** (DEC 2007).

**52.227-1 Authorization and Consent Alternate I** (APR 1984).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. A copy of each notice sent to the Government shall be sent to Buyer.

**52.227-10 Filing of Patent Applications - Classified Subject Matter** (DEC 2007).

**52.227-11 Patent Rights -- Ownership by the Contractor** (MAY 2014). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

**52.227-14 Rights in Data--General** (MAY 2014). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

**52.244-6 Subcontracts for Commercial Items** (NOV 2020). The clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

**52.245-1 Government Property** (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

**52.247-63 Preference for U.S.-Flag Air Carriers** (JUN 2003). This clause only applies if this contract involves international air transportation.

**52.248-1 Value Engineering** (JUN 2020). This clause applies only if this contract is valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting office" means US Government contracting office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP. Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations. If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.) Seller's share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government

**52.253-1 Computer Generated Forms** (JAN 1991).

**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.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies** (DEC 2008). 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 and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (SEP 2013).

**252.203-7004 DISPLAY OF HOTLINE POSTER** (AUG 2019). The clause applies if the Contract exceeds the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004 (b)(2)(ii) on the date of Contract award, except if the contract is for the acquisition of a commercial item.

**252.204-7000 Disclosure of Information** (OCT 2016). Seller shall submit requests for authorization to release information through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

**252.204-7008 Requirements for Contracts Involving Export-Controlled Items.** (APR 2010).

**252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information** (OCT 2016). This clause applies to contracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including contracts for commercial items.

**252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting** (DEC 2019). 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. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via [abuse@Boeing.com](mailto:abuse@Boeing.com) with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives.

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

**252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS** (MAY 2016).

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (MAY 2016).

**252.204-7020 NIST SP 800-171 DoD Assessment Requirements** (NOV 2020). This clause applies unless the contract is for COTS items. Seller is required to have completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for Controlled Unclassified Information (CUI) that is processed, stored, or transmitted on covered contractor information systems relevant to its performance that are not part of an information technology service or system operated on behalf of the government.

Seller represents and warrants that it is in compliance with the requirements of DFARS Clause 252.204-7020 as modified by the preceding paragraph.

**252.211-7003 Item Unique Identification and Valuation** (MAR 2016). 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. Any exceptions under paragraph (c) (1) (i) or specific items requiring a unique item identifier in accordance with paragraph (c) (1) (ii)-(v), if any, shall be identified in an exhibit in this contract.

**252.222-7002 Compliance with Local Labor Laws (Overseas)** (JUN 1997).

**252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements** (DEC 2010). This clause applies to all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of \$1 million, except for contracts for the acquisition of commercial items, including commercially available off-the-shelf-items. Seller agrees to flow down this clause to all covered subcontractors. Seller agrees by accepting this contract that it shall not enter into, and shall not take any action to enforce, any provision of any existing agreements, as describe in paragraph (b)(1) of this clause, with respect to any of Seller's employees or independent contractors performing work for Seller related to this contract.

**252.223-7006 Prohibition on Storage, Treatment, And Disposal of Toxic Or Hazardous Materials** (SEP 2014). This clause applies if the contract requires, may require, or permits Seller access to a DoD installation. Seller shall include this clause in any of their subcontracts.

**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."

**252.225-7002 Qualifying Country Sources as Subcontractors** (DEC 2017).

**252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award** (OCT 2020). The term "Contracting Officer" means "Buyer." In paragraph (b), the phrase "or a first-tier subcontractor" is deleted. Paragraph (c)(5) is deleted. In paragraph (d)(2), the phrase "from the Contracting Officer or" is deleted.

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

**252.225-7013 Duty Free Entry** (APR 2020). This clause applies is the contract is for qualifying country components or nonqualifying country components for which Seller estimates that duty will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. The information required by paragraph (j)(3) of this clause is available upon request.

**252.225-7021 Trade Agreements Deviation** (JUL 2020). In paragraph (c) (1), the phrase "in the Trade Agreements Certificate provision of the solicitation" is deleted.

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

**252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns** (APR 2019). This clause applies only if this contract exceeds \$500,000.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation** (FEB 2014). This clause applies when noncommercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

**252.227-7015 Technical Data -- Commercial Items** (FEB 2014). This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

**252.227-7016 Rights in Bid or Proposal Information** (JAN 2011).



**252.227-7019 Validation of Asserted Restrictions - Computer Software** (SEP 2016).

**252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends** (MAY 2013). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer".

**252.227-7026 Deferred Delivery of Technical Data or Computer Software** (APR 1988). This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.

**252.227-7027 Deferred Ordering of Technical Data or Computer Software** (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

**252.227-7030 Technical Data -- Withholding of Payment** (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

**252.227-7037 Validation of Restrictive Markings on Technical Data** (SEP 2016).

**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.

**252.228-7001 Ground and Flight Risk** (JUN 2010). Seller acknowledges that the Customer Contract includes DFARS 252.228-7001, Ground and Flight Risk (JUN 2010) (the "GFRC"), and that the GFRC incorporates DCMA Instruction 8210.1 (5 APR 2017), CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, by reference. Seller shall have procedures in place to implement the requirements of the GFRC and DCMA Instruction 8210.1 (5 APR 2017), and to enable Buyer to meet its obligations under the prime contract.

**252.231-7000 Supplemental Cost Principles** (DEC 1991).

**252.239-7010 Cloud Computing Services** (OCT 2016). Paragraph (b)(1) shall read as follows: This clause applies to contracts that involve or may involve cloud computing services in performance of the Contract, including contracts for commercial items. If Seller proposes to use cloud computing services in the performance of the contract, Seller shall obtain approval from the Buyer prior to utilizing such cloud computing services in performance of the contract. Any requests to and notifications or approvals from the Contracting Officer shall be communicated through Buyer.

**252.243-7001 Pricing of Contract Modifications** (DEC 1991).

**252.244-7000 Subcontracts for Commercial Items** (OCT 2020).

**252.245-7000 Government-Furnished Mapping, Charting, and Geodesy Property** (APR 2020). "Contracting Officer" and "Government" means Buyer. "Government-furnished" means Government or Buyer furnished MC&G property.

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

**252.245-7004 Reporting, Reutilization, and Disposal** (DEC 2017). This clause applies if this contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer".

**252.245-7004 Reporting, Reutilization, and Disposal** (SEP 2016). This clause applies if this contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer".

**252.246-7001 Warranty of Data-Basic** (MAR 2014). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.

**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 introductory text is deleted and only paragraphs (a) through (e) apply. In paragraph (c)(6), "Contracting Officer" means "Buyer."

**52.246-7008 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).

**52.247-7023 Transportation of Supplies by Sea-Basic** (FEB 2019). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded.

**52.219-7003 Small Business Subcontracting Plan (DOD Contracts) - Basic** (MAY 2019). Paragraph (e) is deleted.

**3. Commercial Items** If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

**52.203-13 Contractor Code of Business Ethics and Conduct** (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of subcontract award and has a performance period of more than 120 days.

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

**52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements** (JAN 2017).

**52.204-21 Basic Safeguarding of Covered Information Systems** (JUN 2016).

**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.

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (JUN 2020).

**52.219-8 Utilization of Small Business Concerns** (OCT 2018).

**52.222-21 Prohibition of Segregated Facilities** (APR 2015).

**52.222-26 Equal Opportunity** (SEP 2016).

**52.222-35 Equal Opportunity for Veterans.** (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.

**52.222-37 Employment Reports on Veterans** (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act.** (DEC 2010).

**52.222-50 Combating Trafficking in Persons** (OCT 2020). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-50 Combating Trafficking in Persons Alternate I** (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**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.

**52.222-55 Minimum Wages Under Executive Order 13658** (NOV 2020). This clause applies is the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statutes, and are to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (e)(4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

**52.222-62 Paid Sick Leave Under Executive Order 13706** (JAN 2017). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**52.224-3 Privacy Training Alternate I** (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

**52.224-3 Privacy Training** (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

**52.225-26 Contractors Performing Private Security Functions Outside the United States** (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

**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.

**52.244-6 Subcontracts for Commercial Items** (NOV 2020). The clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

**52.245-1 Government Property** (JAN 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (SEP 2013).

**252.204-7000 Disclosure of Information** (OCT 2016). Seller shall submit requests for authorization to release information through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

**252.204-7009 Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information** (OCT 2016). This clause applies if the Contract is for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including contracts for commercial items.

**252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting** (DEC 2019). 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 paragraph (b)(2), the applicable security standard that applies to this Contract is NIST SP 800-171, Revision 1. 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. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171, Revision 1. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via [abuse@Boeing.com](mailto:abuse@Boeing.com) with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives.

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, Revision 1 to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

**252.204-7014 Limitations on the Use of Disclosure of Information by Litigation Support Contractors** (MAY 2016).

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (MAY 2016).

**252.204-7020 NIST SP 800-171 DoD Assessment Requirements** (NOV 2020). This clause applies unless the contract is for COTS items. Seller is required to have completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for Controlled Unclassified Information (CUI) that is processed, stored, or transmitted on covered contractor information systems relevant to its performance that are not part of an information technology service or system operated on behalf of the government.

Seller represents and warrants that it is in compliance with the requirements of DFARS Clause 252.204-7020 as modified by the preceding paragraph.

**252.211-7003 Item Unique Identification and Valuation** (MAR 2016). 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.

**252.225-7001 Buy American and Balance of Payments Program-Basic** (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."

**252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award** (OCT 2020). The term "Contracting Officer" means "Buyer." In paragraph (b), the phrase "or a first-tier subcontractor" is deleted. Paragraph (c)(5) is deleted. In paragraph (d)(2), the phrase "from the Contracting Officer or" is deleted.

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

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

**252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.** (APR 2019). This clause applies if this Contract exceeds \$500,000.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

**252.227-7015 Technical Data -- Commercial Items** (FEB 2014). This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

**252.227-7037 Validation of Restrictive Markings on Technical Data** (SEP 2016).

**252.239-7010 Cloud Computing Services** (DEC 2017). Paragraph (b)(1) shall read as follows: This clause applies to contracts that involve or may involve cloud services, including contracts for commercial items. If Seller proposes to use cloud computing services in the performance of the contract, Seller shall obtain approval from the Buyer prior to utilizing such cloud computing services in performance of the contract.

**252.243-7001 Pricing of Contract Modifications** (DEC 1991).

**252.244-7000 Subcontracts for Commercial Items** (OCT 2020).

**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 introductory text is deleted and only paragraphs (a) through (e) apply. In paragraph (c)(6), "Contracting Officer" means "Buyer."

**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).

**252.247-7023 Transportation of Supplies by Sea-Basic** (FEB 2019). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded.

**4. 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.

**5352.223-9000 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."

**5352.242-9001 Common Access Cards (CACs) for Contractor Personnel** (NOV 2012). In paragraph (b) (1), the term "contracting officer" and "government" shall mean "Buyer."

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

**A5072 Special Provisions .  
STAFF QUALIFICATIONS**

B) Unless otherwise permitted herein, all Seller personnel proposed and/or assigned to support this contract shall be US citizens. Seller shall notify Buyer, immediately in writing of any proposed exceptions to this requirement.

**NONDISCLOSURE**

A) The Seller acknowledges that they may gain access to certain information which may be considered Proprietary and/or Confidential to Buyer or third parties.

Such information includes without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists and technical and business information ("Proprietary and/or Confidential Information"). Seller agrees to safeguard and hold in strictest confidence all Proprietary and/or Confidential Information. All such Proprietary and/or Confidential Information shall remain the property of Buyer, Buyer's customer, Seller, or third party, as the case may be. No right or license, express or implied, is granted by this contract in any Proprietary and/or Confidential Information. Nothing herein relieves the Seller from any disclosure restrictions contained in a previously executed nondisclosure agreement, which otherwise remains in effect.

B) If during the performance of this contract, Seller is provided access to Buyer or Buyer's customer's computer business systems, then Seller agrees to treat information received from such computer business systems as Proprietary and/or Confidential. "Computer business systems" includes computers, computer systems, databases, information systems (including, but not limited to, e-mail, internet, and intranet systems), or any means of electronic storage or messaging. Access to these computer business systems may be withdrawn at any time at Buyer's sole discretion. Buyer and Buyer's customer reserve the right to monitor usage of their computer business systems. Seller agrees that it:

- (1) will use Buyer's or Buyer's customer's computer business systems solely for authorized business purposes;
- (2) will not violate the security of Proprietary and/or Confidential Information of Buyer or Buyer's customer; and
- (3) will not use Buyer's or Buyer's customer's computer business systems in a manner inconsistent with this contract.

Seller shall inform its employees who are given access to Buyer or Buyer's customer's computer business systems of the restrictions contained in this paragraph and shall obtain such employees' written agreement that they will be bound by the restrictions contained in this paragraph. If requested by Buyer, Seller will provide Buyer copies of its employees' written agreements.

C) Seller recognizes that its violation of this Article constitutes irreparable injury to Buyer and/or Buyer's customer, inadequately compensable in damages, and that, accordingly, the Buyer may immediately terminate this contract for default, in whole or in part, and seek to enforce Seller's obligations under this Article, in addition to any other legal remedies which may be available.

D) Seller agrees not to make use of, or to disclose to third parties, any Proprietary and/or Confidential Information, except in performance of this contract and as expressly authorized in writing by Buyer, where Buyer's customer(s)'s Proprietary and/or Confidential Information is being used or disclosed, by Buyer and Buyer's customer(s). Subcontractor's obligations under the terms of this provision as it relates to Buyer and Buyer's customer(s)'s Proprietary and/or Confidential information, shall survive three years beyond the expiration or termination of this contract. Seller's obligations under the terms of this provision as it relates to Buyer or Buyer's customer(s) or third party Proprietary and/or Confidential information, shall survive indefinitely beyond the expiration or termination of this contract or such shorter period as specified by the Buyer, Buyer's customer(s), or third party. Nothing herein, however, limits the Seller, in performance of, and subject to the terms of its direct contracts with the Government, from using or disclosing information that the Government owns or has a right to use.

E) Reserved.

F) Seller shall require its lower-tier subcontractors or consultants to execute a subcontract or a nondisclosure agreement which contains language substantially similar, as applicable, to that set forth in this Article.

G) Seller shall comply with any stricter non-disclosure/safeguarding of information obligations of Buyer or Buyer's customer(s), or as may become necessary in performance of this contract. In either case, such obligations will be provided to, or otherwise communicated to, Seller.

**INTELLECTUAL PROPERTY**

A) Seller shall be subject to, and shall provide the Buyer or Buyer's customer(s) with, all intellectual property and rights in data, software, information, or materials required by:



- 1) any Buyer's customer(s) contract clauses provided to Seller;
- 2) the contract; or
- 3) any contract attachment hereto regarding intellectual property rights.

In addition, Seller agrees that Buyer's customer(s) and end-customer(s) shall have a fully paid up, unlimited, royalty-free, irrevocable, perpetual, worldwide, non-exclusive right and license to use, **in connection with the performance of the end-customer(s) contract(s)** (with the right to sublicense), any Seller data and any and all Intellectual Property conceived, developed, generated, or delivered in the performance of this contract for the performance of the end-customer(s) contract(s). For the purpose of this provision, the term "Intellectual Property" means designs, methods, concepts, layouts, software, inventions (whether or not patented or patentable), copyrights, trademarks, discoveries, improvements, mask works, ideas, works of authorship, derivative works, improvements, processes and similar proprietary matter. The right to "use" includes the rights to make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute (internally or externally) copies of, and to prepare derivative works from, Seller data and Intellectual Property, and some or all of the foregoing.

B) Buyer's customer(s) shall own all right, title, and interest to any invention or discovery of Seller conceived or first reduced to practice in the performance of the work under this contract that is based on, or derived from, Proprietary and/or Confidential information furnished by Buyer or Buyer's customer(s). Seller shall take all steps necessary to secure the rights granted in this paragraph to Buyer and Buyer's customer(s).

C) Buyer or Buyer's customer(s) shall own all right, title, and interest to any data, information, or materials that are based on or derived from Proprietary and/or Confidential information furnished by Buyer or Buyer's customer(s) and that are either (i) first produced or specifically used in performance of this contract, (ii) created with costs charged directly to this contract, or (iii) produced for, delivered or otherwise furnished under this contract as a specified element of performance. Seller shall take all steps necessary to secure the rights granted in this paragraph to Buyer and Buyer's customer(s).

#### **LOWER-TIER SUBCONTRACTING**

A) If Seller is a Large Business, Seller shall comply with FAR clause 52.219-9, Small Business Subcontracting Plan, and submit a Small Business Subcontracting plan to the Buyer.

Seller shall directly submit the Individual Subcontracting Report (ISR) via the Electronic Subcontracting Reporting System (eSRS) located at [www.eSRS.gov](http://www.eSRS.gov). Reports shall be submitted into eSRS no later than April 30<sup>th</sup> and October 30<sup>th</sup> of each year. The Buyer may contact Seller in March and September of each year, providing dates for reporting input. The Buyer's customer(s) will review the reporting within eSRS, accept or reject the subcontracting report submitted by Seller, and provide Buyer or Seller with details regarding rejection and required changes. Seller shall submit a corrected report in case of rejection.

**Seller will direct lower-tier subcontracting questions, by email, to the attention of [smallbusinesscompliance@bah.com](mailto:smallbusinesscompliance@bah.com).**

B) Seller agrees that all applicable and required FAR, DFARS and agency acquisition regulation clauses identified in this contract shall be flowed down to any lower-tier subcontracts.

#### **INDEPENDENT CONTRACTOR RELATIONSHIP AND SUBCONTRACTOR PERSONNEL**

Seller's relationship to Buyer and Buyer's customer(s) shall be that of an independent contractor, and this contract does not create an agency, partnership, or joint venture relationship between Buyer and Seller, nor between Buyer and Seller personnel. Personnel supplied by Seller hereunder are employees or independent contractors of Seller only and shall not, for any purposes, be considered employees or agents of Buyer, or Buyer's customer(s). Seller assumes full responsibility for the actions and supervision of such personnel while performing services under this contract and for making all employment decisions relating to its personnel. Seller assumes full responsibility for (i) paying its employees and/or independent contractors in full compliance with all applicable federal, state, and local wage and hour laws and (ii) compliance with all applicable equal employment opportunity laws. Buyer and Buyer's customer(s) assume no liability for Seller personnel. Seller agrees to indemnify Buyer and Buyer's customer(s) for any costs incurred as a result of any legal action or investigation, including government investigations, lawsuits, and charges, in which employees or contractors of Seller or any Lower-Tier-Subcontractor assert any claims against Buyer or Buyer's customer(s) as an employer or joint employer. Seller agrees to indemnify all costs of such legal actions, including the costs of any judgment, settlement, and attorney's fees incurred by Buyer or Buyer's customer(s) in defending such actions.



**NOTIFICATION OF EMPLOYEE RIGHTS**

A) Compliance with Federal Labor Law Notification Requirements. Seller certifies and agrees that it will post all notices informing employees of their rights under federal labor laws as required by:

- 1) Executive Order 13496 – “Notification of Employee Rights Under Federal Labor Laws” and
- 2) Title 29, Part 471 – “Obligations of Federal Contractors and Subcontractors; Notification of Employee Rights under Federal Labor Laws” of the Code of Federal Regulations.”

Accordingly, 29 CFR Part 471 Appendix A to Subpart A is hereby incorporated by reference into this contract.

B) This Article applies if this contract is expected to exceed \$10,000. If any modification to this contract, increases the total value of this contract over \$10,000, contractor, by executing or performing the modification, agrees to the certification contained in this Article.

**OVERTIME NOT AUTHORIZED**

Unless otherwise specified in the contract, Buyer shall not be liable for payment of overtime premiums for work performed pursuant to this contract.

**ESTABLISHING A MINIMUM WAGE FOR SUBCONTRACTORS**

In accordance with Executive Order 13658, Seller shall abide by the most current minimum wage for Federal Contracts. This requirement to pay the mandated Minimum Wage shall override any Wage Determination for the Service Contract Labor Standards and Construction Wage Requirements Wage Determinations containing rates lower than this prescribed rate.

**VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT**

Seller shall abide by the requirements of 41 CFR 60-300.5(a).

**EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES**

Seller shall abide by the requirements of 41 CFR 60-741.5(a).

**CONTRACTOR ACQUIRED PROPERTY OR MATERIALS**

A) Acquisition by Seller of any materials to be directly charged to this contract must be approved in writing by Buyer reasonably in advance of purchase. The contract will be amended to confirm that the acquisition of materials has been authorized by Buyer, and to incorporate Government Property Procedures to be followed.

B) While the materials do not fall under the construct of the Contractor Acquired Property (CAP) regulations, Seller must still maintain accountability of all materials purchased (i.e., Cables, keyboards, add in components to a computer/server that are identified as spares).

C) For any items meeting the regulatory definition of Contractor Acquired Property, Seller must maintain full accountability of all property purchased under this contract and provide a comprehensive report to the Buyer annually.

D) As set forth above, all materials acquired by Seller and charged to Buyer under this contract become the property of the Buyer or Buyer's customer(s).

E) Seller shall account for all Contractor Acquired Property during the performance of the contract.

**CONFLICT MINERALS**

As required by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (see Pub. L. 111-203, 124 Stat. 1376 (July 21, 2010), 15 USC 78m(p)), Seller will provide information and certifications as reasonably requested to comply with reporting obligations related to conflict minerals.

**NEW MATERIALS**

Unless otherwise provided for elsewhere in this contract, or in the applicable Statement of Work, the Work to be delivered hereunder shall consist of new materials. “New” material is defined as:

- composed of previously unused components, whether manufactured from virgin material,
- recovered material in the form of raw material, or

- materials and by-products generated from, and reused within, an original manufacturing process;

Materials shall meet contract requirements. Such requirements include, but are not limited to performance, reliability, and life expectancy.

#### **PARTS OBSOLESCENCE**

Buyer may seek to place additional orders for items purchased hereunder. Seller shall provide Prime Contractor with a Last Time Buy Notice at least twelve (12) months prior to any action to discontinue any item purchased under this contract.

#### **OFFSET CREDIT AND COOPERATION**

All offset or countertrade credit value resulting from this contract shall accrue solely to the benefit of Buyer's customer(s). Seller agrees to cooperate with Buyer and Buyer's customer(s) in the fulfillment of any foreign offset or countertrade obligations.

*The provisions below are extracted directly from the Buyer's Customer's Prime Contract, or other regulations, and are incorporated herein and made a part of this contract. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean this contract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Buyer and Buyer's Authorized Representative, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to insure Seller's obligations to Buyer, Buyer's customer, and to the United States Government, and to enable Buyer and Buyer's customer to meet their obligations under its Buyer's customer's contract with Buyer and/or the USG.*

#### **ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCI)**

There is a potential for organizational conflicts of interest (OCIs) under this contract. An OCI will be present when an IAC MAC prime Contractor or subcontractor also holds one or more IAC Basic Center Operations (BCO) contracts. The Government is avoiding this risk entirely by not allowing a BCO prime Contractor to also be a prime/subcontractor on this IAC MAC IDIQ contract. Another conflict may be present when an IAC MAC prime Contractor or subcontractor is also a subcontractor to a BCO contract. As OCIs are identified in the course of awarding (1) this IAC MAC, (2) task orders under this contract, or (3) BCO contracts, the Contracting Officer shall take action to avoid, mitigate, or neutralize such OCI as required under FAR Subpart 9.5. The Contracting Officer's actions may include, without limitation, restraints on the future activities of the Contractor. The precise details and characteristics of such restraints or other necessary actions shall be determined as specific OCI are identified. The actions to be taken by the Contracting Officer under FAR Subpart 9.5 and DFARS 209.5 shall be open to discussion. Nevertheless, after engaging in good faith discussions, the Contracting Officer shall exercise his or her responsibilities under FAR Subpart 9.5 and DFARS 209.5 at his or her sole discretion, regardless of whether agreement is reached with the Contractor.

OCIs may also arise under circumstances outside of the operations of the DTIC IAC contracts. Such OCIs may be identified by the Government or the Contractor. The Contractor agrees that if, at any time, the Contractor identifies a potential or actual OCI, the Contractor shall make full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the OCI and the action(s) the Contractor has taken, if any, to avoid, mitigate, or neutralize the OCI. The Contracting Officer may require the Contractor to prepare an OCI risk mitigation plan to avoid, mitigate, or neutralize the potential or actual OCI. Whenever an OCI is identified, the Contracting Officer shall take action in the same manner described in the paragraph immediately above.

The Contractor further agrees to insert a provision with substantially the same OCI language stated above in all subcontracts awarded in relation to IAC MAC efforts. Any restraints required by the

Government shall be imposed in accordance with the provisions of FAR Subpart 9.5, with particular attention to FAR 9.507-2.

### **CONTRACT MANPOWER REPORTING (CMR)**

Contract Manpower Reporting (CMR) (CDRL A013). The Contractor shall report ALL Contractor labor hours (including subcontractor, independent consultant and wholly owned subsidiary labor hours) required for the performance of services provided under this contract via a secure data collection site.

The Contractor is required to completely fill in all required data fields at <http://www.ecmra.mil>. Reporting will be at the order level and must be reported according to the Requiring Activity of the order.

Reporting inputs will be for the labor executed during the period of performance for each Government Fiscal Year (FY), which runs 1 October through 30 September, while the order remains active. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October\* of each calendar year. Contractors may direct questions to the Contract Manpower Reporting Application help desk.

**\*Reporting Period:** Contractors are required to input data by 31 October of each year.

**Uses and Safeguarding of Information:** Information from the secure web site is considered to be proprietary in nature when the contract number and Contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the Contractor name and contract number associated with the data.

**User Manuals:** Data for Air Force service requirements must be input at the Air Force CMRA link. However, user manuals for Government personnel and Contractors are available at the Army CMRA link at <http://www.ecmra.mil>

### **COMSEC NOTICE**

All communications with DoD organizations are subject to communications security (COMSEC) review. Contractor personnel shall be aware that telecommunication networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations.

### **CONTRACTOR IDENTIFICATION REQUIREMENTS & PERFORMANCE OF WORK ON GOVERNMENT PREMISES**

Contractor personnel performing services on Department of Defense installations or other Government facilities shall ensure that they are readily identifiable as Contractor employees. The Contractor shall be required to contact the TO ACOR to obtain the necessary base entry procedures.

a. Contractor employees shall:

- 1) Identify themselves as Contractor personnel at the onset of every telephone call made from a Government telephone or any other phone if the call is made in support of any service provision to the Government;
- 2) Identify themselves as Contractor personnel in all recorded messages including those which are heard by callers attempting to contact Contractor employees via answering machines or voice mail;
- 3) Identify themselves as Contractor personnel at the onset of every meeting, conference or any other gathering attended in support of any service provision to the Government;
- 4) Identify themselves as Contractor personnel on any correspondence, documents or reports accomplished or sent in support of any service provision to the Government, including but not limited to, correspondence sent via the U.S. Mail, facsimile or electronic

mail (email) inclusive of "out-of-office" replies;

5) Wear or display Contractor provided nametags, badges or attire which display, at a minimum, the name of the Contractor.

6.) All contractor employees shall have a non-disclosure agreement on file signed by the individual and by a responsible official of their employing company.

b. Any work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control is subject to all requirements of this contract governing such work, and the following:

1) All Contractor and subcontractor personnel shall, at all times, conspicuously display a distinctive badge provided by the Contractor, identifying such personnel as employees of the Contractor and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises involved.

2) All Contractor and subcontractor personnel shall be easily recognized by wearing Government provided security badges while working in a U.S. Government facility.

3) The Contractor shall provide direct supervision of its own employees but shall not supervise Government personnel or accept a supervision role from any Government personnel.

4) The Contractor shall designate in writing, an on-the-premises representative to serve as point of contact for the Contractor to the Contracting Officer or their duly authorized representative.

5) All Contractor and subcontractor employees shall dress appropriately for a professional work environment.

## **PERMITS AND RESPONSIBILITY FOR WORK**

The Contractor shall, without additional expenses to the Government, obtain all licenses, certifications, and permits required for the performance of work.

## **PUBLISHING REQUIREMENTS**

### **Marking of Products**

a. The Contractor shall comply with DFARS 252.235-7010, "Acknowledgment of Support and Disclaimer". All information products prepared and published by the IAC MAC Contractor shall contain a Distribution Statement in accordance with DoD Directive 5230.24, 'Distribution Statements on Technical Documents,' on the cover page of a report or document, on the media case containing information in electronic format, and on the opening screens of any computer or visual display. All information products shall also include proper unclassified and classified markings in accordance with DoD Directives.

b. All items published and/or furnished by the IAC MAC Contractor shall reflect that the products were prepared in part, or wholly, as the case may be, under the auspices of the DoD IAC program and will include the IAC MAC number and distribution statement. Items shall also include the statement that the work effort was sponsored by the Department of Defense Information Analysis Centers.

c. The Contractor further agrees to include this requirement in any subcontract awarded as a result of this contract.

## **GOVERNMENT PROPERTY**

The Contractor shall ensure accurate control and accountability of all assigned Government Property (GP) in accordance with FAR Part 45 and Defense Federal Acquisition Regulation Supplement (DFARS) Part 245 and as stated in individual TOs. IAW FAR 45.101, Government Property means:

"All property owned or leased by the Government. Government property includes both Government furnished property and Contractor-acquired property. Government property includes material, data, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software."

Government property that is Government-furnished (i.e., Government furnished equipment, Government furnished materials, Government furnished information and Government furnished facilities) will be specified, to the extent known at time of TO award, in the individual TO. All Government data will be restricted from use by the contractor for other than its intended purpose and shall not be used by the contractor's personnel for any purpose other than lawful contract execution. All contractor employees shall have a non-disclosure agreement on file signed by the individual and by a responsible official of their employing company.

## **PUBLICATIONS AND REFERENCES**

Applicable publications, directives, handbooks, and standards provide guidance and direction in performance of the requirements. Applicable publications, directives, and/or standards, in addition to those listed in Attachment 6.3(d), will be specified within each TO and the Contractor shall comply with the most current version of any applicable document. Unless otherwise specified the issue of these documents are those listed in the effective Department of Defense Index of Specifications and Standards, maintained on-line at <http://www.dtic.mil/whs/directives/>. In the event of a conflict between this PWS and any document referred to herein or in any TO issued under this contract, the requirements of this PWS shall prevail unless the document is mandated by law. The Contractor shall be responsible for notifying the CO in writing within 30 days of publication revisions/changes/supplements if there is any impact on the scope of work to be performed under this contract or order hereto.

Directive/Guidance Documents. The terms "directive" and "guidance" shall be defined as follows:

Directive Publication. Compliance with directive publications by the Contractor is mandatory. If a directive publication requires compliance with one or more publications or parts of other publications, the referenced publication(s) shall be applicable to the Contractor as it applies to the original directive.

Guidance Publication. Provides information and guidance for the Contractor to perform a particular job or carry out an operation in a manner compatible with the applicable procedure.

## **DOCUMENTATION AND DATA RIGHTS**

Documentation developed or acquired may include existing data only if such data has been provided to the Government with unlimited data rights as defined by DFARS clause 252.227-7013, Rights in Technical Data-- Noncommercial Items or DFARS clause 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, as incorporated in Section I. The Contractor may choose to document its own, subcontractors, and vendors existing commercial off-the-shelf (COTS) hardware; however, the Contractor must comply with the requirements in DFARS 252.227-7013 and DFARS 252.227-7014, and notify the Contracting Officer prior to committing to the use of privately developed items, components, processes or computer software to be delivered with other than unlimited rights. If at any time documentation with other than unlimited rights is proposed for delivery under this contract, the Contracting Officer reserves the right to negotiate the minimum technical data rights required under this contract.

The Contractor shall be required to allow free use and access among all IACs to all information generated under this contract subject to the limitations imposed by the RA for which the TO work was performed. The Government will coordinate with the RA for release of such data and/or information. STI generated and/or developed exclusively with Government funds will be made available for distribution by the Government under the Rights in Technical Data Clause, DFARS 252.227-7013. The Government holds unlimited rights to the distribution of the material as stated in DFARS 252.227- 7013.

The Government may require additional CDRL(s) on a given TO. These CDRLs may include a Data Accession List (DAL) that may in turn include rights in Commercial Technical Data (TD), Commercial Computer Software (CD), and Commercial Computer Software Documentation (CSD). A secure Integrated Data Environment (IDE) for hosting all technical data and computer software used or produced in the performance of a TO shall be used when developing Open System Architecture (OSA) and corresponding components. The following may be specified at the TO level.

Deliver all software and hardware developed, modified, enhance, assembled, or acquired to the Government.

Deliver all software developed to the Government in the form of source and object code.

Deliver all software in a maintainable and modifiable format with no reliance on any non-delivered computer program or documentation.

Make arrangements for licensing and maintenance agreements for all software and hardware purchased or licensed to be transferred to the Government.

Design and develop all computer software using an approved language. The language selected shall consider system interface, interoperability, communications functions, human interface, and requirements for security, safety, and reliability. Design the software to make use of existing software and for subsequent reuse to the maximum feasible extent.