

**CUSTOMER CONTRACT REQUIREMENTS  
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CUSTOMER CONTRACT DFTA01-06-C-00015**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

**1. The following prime contract special provisions apply to this purchase order:****A. CONFIDENTIALITY OF DATA AND INFORMATION**

a. The Seller and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Buyer and/or Government which the Buyer and/or Government obtained under conditions which restrict the Buyer's and/or Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Buyer, Government or other parties. Therefore, the Seller and its subcontractor(s) agree to abide by any restrictive use conditions on such data and not to:

1. Knowingly disclose such data or information to others without written authorization from the Buyer, unless that data or information has otherwise become available to the public through no action or fault of the Seller.

2. Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault by the Seller.

b. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Seller shall obtain agreement from such other companies for such use unless such data is provided or made available to the Seller by the Buyer.

Two copies of such company-to-company agreements shall be furnished promptly to the Buyer and the buyer may provide such information to the Government. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Seller that any such data, whether obtained by the Seller pursuant to the agreement or from the Buyer and/or Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

c. Through formal training in company policy and procedures, the Seller shall make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Buyer and/or Government to anyone

except as authorized. These agreements must be made available when requested by the Buyer and/or Government. The Seller shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Seller, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls into the public domain through no action or fault of the Seller or employee.

d. The Seller agrees to hold the Buyer and/or Government harmless and indemnify the Buyer and/or Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Seller, its employees, subcontractors, or agents.

e. The Seller agrees to include the substance of this provision in all subcontracts awarded under this contract. The Buyer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Seller considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of a particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the quality of effort, and (3) the Seller provides the Buyer timely written advance notice of these and any other extenuating circumstances.

f. Except as the Buyer specifically authorizes in writing, upon completion of all work under the contract, the Seller shall return all such data and information obtained from the Buyer and/or Government, including all copies, modifications, adaptation, or combination thereof, to the Buyer. Data obtained from other companies shall be disposed of in accordance with the Seller's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company.

g. The Seller shall further certify in writing to the Buyer that all copies, modification adaptations or combinations of such data or information, which cannot reasonably be returned to the Buyer (or to a company) have been deleted from the Seller's (or subcontractor's) records and destroyed. These restrictions do not limit the Seller's or its subcontractors' right to use and disclose any data and information obtained from other sources without restriction.

## B. DFTA01-06-C-00015 FAA Contract Clauses

***The following FAA contract clauses are incorporated by reference and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller, and "Government" or "CO" shall include the Buyer except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract. Clauses may be found at <http://www.asu.faa.gov/conwrite/>***

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| 3.1.7-2   | Organizational Conflicts of Interest (August 1997)                     |
| 3.1.7-6   | DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (APRIL 2006)              |
| 3.2.2.3-8 | Audit and Records (April 2004) – Applies if the contract price exceeds |

- \$1,000,000.
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
  - 3.2.4-5 Allowable Cost and Payment (April 2001)
  - 3.2.5-1 Officials Not to Benefit (April 1996)
  - 3.2.5-3 Gratuities or Gifts (January 1999)
  - 3.2.5-5 Anti-Kickback Procedures (October 1996)
  - 3.3.2-1 FAA Cost Principles (October 1996)
  - 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)
  - 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999) – Applies if the contract price exceeds \$100,000.
  - 3.5-11 Patent Rights--Retention by the Contractor (Long Form) (October 1996)
  - 3.5-13 Rights in Data - General (October 1996) – Applies if Technical Data or Computer Software will be Generated or Delivered.
  - 3.5-13 Alt. V Rights in Data - General (October 1996) – Applies if Technical Data or Computer Software will be Generated or Delivered.
  - 3.5-14 Representation of Limited Rights Data and Restricted Computer Software (October 1996) – Applies if Technical Data or Computer Software will be Generated or Delivered.
  - 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)
  - 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (September 2001)
  - 3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation (September 2003) – Applies if the contract price exceeds \$100,000.
  - 3.6.3-2 Clean Air and Clean Water (April 1996) – Applies if the contract price exceeds \$100,000.
  - 3.6.2-5 Certification of Nonsegregated Facilities (April 1996) – Applies if the contract price exceeds \$10,000.
  - 3.6.2-9 Equal Opportunity (August 1998) – Applies if the contract price exceeds \$10,000.
  - 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998) – Applies if the contract price exceeds \$10,000.
  - 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000) – Applies if the contract price exceeds \$10,000.
  - 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Era (January 1998) – Applies if the contract price exceeds \$10,000.
  - 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
  - 3.6.3-1 Clean Air and Water Certification (April 2000)
  - 3.10.1-3 Penalties for Unallowable Costs (October 1996)
  - 3.10.1-24 Notice of Delay (November 1997)
  - 3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October

- 1996)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
  - 3.13-7 QUALIFICATIONS OF EMPLOYEES (FEBRUARY 2000)
  - 3.14-2 Contractor Personnel Suitability Requirements (April 2004)
  - 3.14-3 Foreign Nationals as Contractor Employees (July 2002)

### C. NON-DISCLOSURE AGREEMENTS

a. **Agreements.** The Seller shall require its and subcontractor employees, as applicable, to execute non-disclosure agreements with the Buyer and/or FAA and other Contractors, as a safeguard to prevent the unauthorized disclosure of confidential and business sensitive data or other information containing restrictions on its use and dissemination. By executing non-disclosure agreements, signatories are expressly acknowledging and agreeing that, without written authorization from the Buyer or Liaison Agreement Contractors, they will not disclose any confidential, business sensitive or other similar type of data or information, which by its content or markings, contains restrictions on its use and dissemination.

"Confidential" information includes, but is not limited to, any information labeled as "official," "proprietary" or "sensitive".

b. **Distribution and Retention.** The Seller shall provide the Buyer the signed originals of each non-disclosure agreement signed between its and subcontractor employees and the Buyer and/or Government, and a copy of all non-disclosure agreements signed between its and subcontractor employees and other Contractors, pursuant to performing this contract. The Seller shall maintain a current and complete file containing all signed non-disclosure agreements in effect which apply to work it is performing under this contract.

The Seller shall make this file available for authorized Buyer and/or Government review. Through training, internal guidance, subcontracts and or media, the Seller shall conduct an ongoing program of education to ensure its and subcontractor employees, fully understand the intent and significance of being a signatory to a non-disclosure agreement.

c. **Indemnification.** The Seller agrees it shall hold the Buyer and/or Government harmless and indemnify the Buyer and/or Government for any cost or loss it may incur as a result of confidential or business sensitive data or other similar type of information being wrongly used or disclosed by it or its subcontractor employees.

d. **Sanctions.** Failure by any Seller or subcontractor employee to comply with the requirements of a non-disclosure agreement they signed pursuant to this clause may result in this contract being fully or partially terminated. Other actions against the Seller or its subcontractors may include fines, suspension or debarment. Possible sanctions against violating employees include fines, imprisonment and lawsuits by damaged parties.

e. **Subcontracts.** The Seller shall incorporate the substance of this clause in all subcontracts awarded under this contract.

#### **D. RELEASE OF INFORMATION**

Work performed under this Contract may involve access to information, including specification, cost estimates and other sensitive data. Consequently, the Seller and Seller's subcontractor(s) (including individual employees thereof) shall not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this Contract, whether orally or in writing, to any person except:

1. FAA and Buyer personnel with a "need to know" who have signed a non-disclosure form or
2. Employees of the Seller with a "need to know" who have signed a non-disclosure form or;
3. Such other person as may be designated in writing by the Buyer and who have signed a non-disclosure form.
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#### **E. RESTRICTIONS AGAINST DISCLOSURE**

a. The Seller agrees, in the performance of this Contract, to keep all information furnished to it by the Buyer and/or Government or gathered or analyzed by it in the course of the Contract in the strictest confidence, said information being the sole property of the Buyer or Government. The Seller also agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, not to authorize or permit others to do so. The Seller shall take all reasonable measures necessary to prohibit access to such information by any such person other than those Seller employees needing such information to perform the work. i.e., on a "need-to-know" basis. The Seller shall immediately notify the Buyer in the event it is determined or has reason to suspect a breach of this requirement.

b. The Seller shall require that all employees, consultants, or subcontractor personnel sign a confidentiality and nondisclosure affidavit agreeing to safeguard the confidentiality of all information gathered or provided to them hereunder as an integral condition of their employment.

c. The Seller shall provide the Buyer with plans and procedures to ensure the confidentiality and physical security of information gathered or provided hereunder. The Buyer reserves the right to review and approve all security safeguards instituted to comply with the requirements of the clause.