

CUSTOMER CONTRACT REQUIREMENTS
Continuous Lower Energy, Emissions and Noise (CLEEN) Technologies Development
CUSTOMER CONTRACT DTFWA-09-R-03293

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1. The following clauses listed below are incorporated by reference with the same force and effect as if they were given in full text. The full text is available via the Internet at: <http://fast.faa.gov/index.html> (on this page select: Contract Writing/Clauses)
 - a. 3.1.7-2 Organizational Conflict of Interest (August 1997)
 - b. 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)
 - c. 3.2.2.3-8 Audit and Records (July 2004)
 - d. 3.2.2.3-37 Notification of Ownership Changes (July 2004)
 - e. 3.2.5-1 Officials Not to Benefit (April 1996)
 - f. 3.2.5-5 Anti-Kickback Procedures (October 1996)
 - g. 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
 - h. 3.3.2-1 FAA Cost Principles (October 1996)
 - i. 3.5-13 Rights in Data – General (October 1996)
 - j. 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)
2. Surveillance:
 - a. At their discretion, Boeing and/or the FAA will conduct site visits and attend technology demonstration tests.
3. Dissemination of Contract Information:

Seller shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of Buyer. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two copies of any material proposed to be published or distributed shall be submitted to Buyer. The following schedule is established as a guideline when requesting consent (calendar days):

 - Written information – 20 days
 - Oral information – 20 days
 - Congressional information – 15 days

Any Seller proposals for perspective work, exclusive of this contract, for which the Seller may employ information generated in the performance of this contract, the Seller is required only to notify the Contracting Officer of its intent to submit a proposal. Such notification shall include a brief description of the requirement for which the Seller is proposing and indicate the Government or business entity to which the proposal is being submitted.
4. Confidentiality of Data and Information:

Seller, and any consultants or lecturers, in the performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the 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 Government or other parties. Therefore, Seller, and any consultants or lecturers, agree to abide by any restrictive use conditions on such data and not to:

Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of Seller; and

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 of Seller.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, Seller shall obtain agreement from such other companies for such use unless such data is provided or made available to Seller by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of the authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by Seller that any such data, whether obtained by Seller pursuant to the agreement or from the Government shall be protected from unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

Seller agrees to 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 Government to anyone except as authorized. 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 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 in to the public domain through no action or fault of Seller or employee.

Seller agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by Seller, its employees, consultants, lecturers, or other agents of any kind.

Seller agrees to include the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) Seller considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) Seller provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, Seller shall return all data and information obtained from Seller, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with Seller's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. Seller shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from Seller's (or subcontractor's) records and destroyed. These restrictions do not limit Seller's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, Seller (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of Seller with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.