

**CUSTOMER CONTRACT REQUIREMENTS  
BOA ON TRAINING SYSTEM ACQUISITION II  
CUSTOMER CONTRACT F33657-01-D-2074**

**CUSTOMER CONTRACT REQUIREMENTS**

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

**1. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.203-6 Restrictions on Subcontractor Sales to the Government** (JUL 1995). 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

**52.203-7 Anti-Kickback Procedures** (JUL 1995). 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 applies only if this contract exceeds \$100,000.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (JAN 1997). 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** (JAN 1997). 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** (APR 1991). This clause applies only if this contract exceeds \$100,000.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (JUN 1997). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) 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.

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

**52.215-2 Audit and Records - Negotiation** (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

**52.215-11 Price Reduction for Defective Cost or Pricing Data -- Modifications** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "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."

**52.215-13 Subcontractor Cost or Pricing Data -- Modifications** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. 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** (OCT 1997).

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. This clause does not apply to 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.

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)** (OCT 1997). 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 Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

**52.219-8 Utilization of Small Business Concerns** (OCT 2000).

**52.219-9 Small Business Subcontracting Plan** (OCT 2000). This clause applies only if this contract exceeds \$500,000 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 and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance.

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

**52.222-20 Walsh-Healey Public Contracts Act** (DEC 1996). This clause applies only if this contract exceeds \$10,000.

**52.222-21 Prohibition of Segregated Facilities** (FEB 1999).

**52.222-26 Equal Opportunity (subparagraphs (b) (1) through (b) (11))** (FEB 1999).

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (DEC 2001). This clause applies only if this contract exceeds \$25,000.

**52.222-36 Affirmative Action For Workers With Disabilities** (JUN 1998). This clause applies only if this contract exceeds \$10,000.

**52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era** (JAN 1999). This clause applies only if

this contract is for \$10,000 or more.

**52.222-41 Service Contract Act of 1965, As Amended** (MAY 1989). This clause only applies to contracts which are subject to this act.

**52.223-11 Ozone-Depleting Substances** (JUN 1996).

**52.223-13 Certification of Toxic Chemical Release Reporting** (OCT 2000). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

**52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e))** (OCT 2000). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

**52.225-8 Duty-Free Entry** (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

**52.225-13 Restrictions on Certain Foreign Purchases** (JUL 2000).

**52.227-1 Authorization and Consent** (JUL 1995).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

**52.227-10 Filing of Patent Applications - Classified Subject Matter** (APR 1984). This clause applies only if this contract will involve access to classified information.

**52.227-11 Patent Rights-Retention by the Contractor (Short Form)** (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

**52.228-5 Insurance - Work on a Government Installation** (JAN 1997). Seller shall provide and maintain insurance as set forth in this contract.

**52.230-2 Cost Accounting Standards** (OCT 2010). (1) (Applicable if this contract incorporates clause H001) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated October 2010.

(2) (Applicable if this contract incorporates clause H002) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by H002 is the version dated October 2008.

(3) (Applicable if this contract incorporates clause H004) The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, is the version dated October 2010.

(4) (Applicable if this contract incorporates clause H007) The version of FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns, is the version dated June 2010.

**52.230-6 Administration of Cost Accounting Standards** (NOV 1999). Add "Buyer and the" before "Contracting Officer" in paragraph (f). This provision applies if clause H001, H002, or H004 is included in 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.

**52.244-5 Competition in Subcontracting** (DEC 1996).

**52.244-6 Subcontracts for Commercial Items and Commercial Components** (OCT 1998).

**52.245-2 Government Property (Fixed Price Contracts)** (DEC 1989). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer..

**52.245-17 Special Tooling** (DEC 1989). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.

**52.245-18 Special Test Equipment** (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

**52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit** (JUN 1997).

**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 (excluding paragraph (g))** (MAR 1999). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

**252.204-7000 Disclosure of Information** (DEC 1991). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 60 days prior to proposed date of release.

**252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty** (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.

**252.215-7000 Pricing Adjustments** (DEC 1991). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

**252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)** (APR 1996). Except paragraph (g) which is hereby deleted.

**252.223-7001 Hazard Warning Labels** (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.

**252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials** (APR 1993).

**252.225-7001 Buy American Act and Balance of Payment Program** (MAR 1998).

**252.225-7012 Preference for Certain Domestic Commodities** (AUG 2000).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (DEC 2000).

**252.225-7026 Reporting of Contract Performance Outside the United States** (JUN 2000). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation** (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

**252.227-7015 Technical Data -- Commercial Items** (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

**252.227-7016 Rights in Bid or Proposal Information** (JUN 1995).

**252.227-7019 Validation of Asserted Restrictions - Computer Software** (JUN 1995). This clause applies only if computer software may be originated, developed, or delivered under 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.

**252.227-7036 Declaration of Technical Data Conformity** (JAN 1997). This clause applies only if the delivery of data is required by this contract.

**252.227-7037 Validation of Restrictive Markings on Technical Data** (SEP 1999). This clause applies only if the delivery of data is required by this contract.

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

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

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (MAR 2000).

**252.245-7001 Reports of Government Property** (MAY 1994). Seller will provide information that the Buyer may require to complete Buyer's annual report.

**252.251-7000 Ordering From Government Supply Sources** (MAY 1995). This clause applies only if Seller is notified by Buyer that it is authorized to purchase from Government supply sources in the performance of this contract.

**252.222-7000 RESTRICTION ON EMPLOYMENT OF PERSONNEL (MAR 2000)** (MAR 2000). 252.222-7000:  
RESTRICTION ON EMPLOYMENT OF PERSONNEL (MAR 2000)

**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:

**52.219-8 Utilization of Small Business Concerns** (OCT 2000). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

**52.222-26 Equal Opportunity** (subparagraphs (b)(1) through (b)(11)) (FEB 1999).

**52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era** (APR 1998). This clause applies only if this contract exceeds \$10,000.

**52.222-36 Affirmative Action For Workers With Disabilities** (JUN 1998). This clause applies only if this contract exceeds \$10,000.

**52.225-7001 Buy American Act and Balance of Payment Program** (APR 2003).

**52.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** (JUL 2009).

**52.225-7012 Preference for Certain Domestic Commodities** (JUN 2004).

**52.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS** (NOV 2010). The first sentence of this clause is deleted and replaced by the following in lieu thereof:

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the terms of the following clauses apply to Contractor and Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

#### **4. Cost Accounting Standards**

(1) (Applicable if this contract incorporates clause H001) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated October 2008.

(2) (Applicable if this contract incorporates clause H002) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by H002 is the version dated October 2008.

(3) (Applicable if this contract incorporates clause H003) The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, is the version dated October 2008.

(4) (Applicable if this contract incorporates clause H007) The version of FAR 52.230-4, Disclosure and Consistency of Cost Accounting Standards for Contracts Awarded to Foreign Concerns, is the version dated October 2008.

**52.230-2 Cost Accounting Standards** (APR 1998). (1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998.

**52.230-3 Disclosure and Consistency of Cost Accounting Practices** (APR 1998). (2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998.

**5. 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 and Visitor Group Security Agreement (APR 2003).**

**5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (APR 2003).**

**5352.223-9001 Health and Safety on Government Installations (JUN 1997).**

**5352.242-9000 Contractor Access to Air Force Installations (JUN 2002).**

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

**5352.215-9008 Enabling Clause Between Prime Contractors and Service Contractors (AFMC) (JUL 1997).**

(This clause applies only if this contract is over \$1,000,000.)

Seller agrees to cooperate with Modern Technology Solutions, Inc. (MTSI), BTAS, Colsa, and Jacobs-Sverdrup by: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including Seller's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to Seller's facilities utilized in the performance of this contract, and allowing observation of technical activities by appropriate technical personnel of the companies listed above, subject to coordination with Buyer. Seller shall include a similar requirement in all subcontracts over \$1,000,000.

**5352.207-9002 Reserved (09/18/2002): Rights of The Government To Perform Functions With Its Own Personnel (JUL 1997).**

**5352.209-9001 Reserved (09/18/2002): Resubmission of First Article (AUG 1998).**

**5352.209-9002 Organizational Conflict of Interest Alternate III (AUG 2002).**

**5352.211-9006 Reserved (09/18/2002): Acceptable New and Unused Surplus Material (JUL 1997).**

**5352.211-9007 Reserved (09/18/2002): Acceptable New and Reconditioned Surplus Material (JUL 1997).**

**5352.211-9008 Reserved (09/18/2002): Acceptable New and Modified Surplus Material (JUL 1997).**

**5352.211-9011 Part Number Verification (OCT 2008).**

**5352.211-9012 Verifiable Dimensions (OCT 2008).**

**5352.211-9013 Test and Verification (OCT 2008).**

**5352.211-9015 Location of Inspection Testing (OCT 2008).**

**5352.211-9017 100 Percent End Item Inspection (OCT 2008).**

**5352.211-9021 Reserved (09/18/2002): Concurrent Delivery of Spares, Support Equipment, and Technical Data, with Prime Mission Equipment (JUL 1997).**

**5352.215-9005 Incorporation of Contractor's Technical Proposal** (AUG 1998).

**5352.215-9009 Reserved (09/18/2002): Travel** (JUL 1997).

**5352.215-9010 Reserved (09/18/2002): Training** (JUL 1997).

**5352.219-9000 Reserved (09/18/2002): Incorporation of Subcontracting Plan** (JUL 1997).

**5352.219-9002 Reserved (09/18/2002): Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)** (JUL 1997).

**5352.223-9000 Use of Hazardous Materials in the Performance of On-Base Contracts** (JUL 1997).

**5352.225-9001 Reserved (09/18/2002): English Language Requirements** (JUL 1997).

**5352.227-9000 Export-Controlled Data Restrictions** (JUL 1997).

**5352.227-9000 Export-Controlled Data Restrictions Alternate I** (JUL 1997).

**5352.227-9001 Qualification of Offeror Under Export-Controlled Restricted Solicitation** (JUL 1997).

**5352.227-9002 Visit Requests by Foreign-Owned or Controlled Firms** (JUL 1997).

**5352.228-9001 Reserved (09/18/2002): Insurance Clause Implementation** (JUL 1997).

**5352.231-9000 Reserved (09/18/2002): Precontract Costs** (JUL 1997).

**5352.237-9000 AFMC FARS Employee Qualification** (JUL 1997).

**5352.237-9001 Reserved (09/18/2002): Contractor Identification** (JUL 1997).

**5352.237-9002 Contract Holidays (AFMC)** (NOV 2007).

**5352.245-9000 Government-Furnished Property (GFP)** (JUL 1997).

**5352.245-9001 Government-Furnished Property/Contractor Requisitioning** (JUL 1997).

**5352.245-9002 Maintenance of Government-Furnished Property.** (JUL 1997).

**5352.245-9003 Reserved (09/18/2002): Disposition of Residual Government Property** (JUL 1997).

**5352.245-9004 Base Support** (JUL 1997).

**5352.245-9007 Reserved (09/18/2002): Use of Special Tooling/Special Test Equipment on a Non-Interference Basis** (JUL 1997).



**5352.245-9009 Government-Furnished Tooling** (JUL 1997).

**5352.245-9012 Reserved (09/18/2002): Rent-Free Use of Government-Owned Property** (JUL 1997).

**5352.246-9000 Reserved (09/18/2002): Material Inspection and Receiving Report (OMB No. 0704-0248)** (JUL 1997).

**5352.246-9001 Reserved (09/18/2002): Inspection and Acceptance** (JUL 1997).

**5352.291-9000 Additional Over and Above Work Procedures** (JUL 1997).

**5352.291-9001 Excess Inventory--Disposition of Government Property** (JUL 1997).

**5352.291-9002 Reserved (09/18/2002): Maintenance Acceleration/Compression** (JUL 1997).

**5352.291-9003 Maintenance of Government-Owned Equipment in Possession of Overseas Contractors** (JUL 1997).

**5352.291-9004 Drop-In Maintenance (AFMC)** (JUL 1997).

**5352.291-9005 End Items Beyond Economical Repair** (JUL 1997).

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

**TBD NOTIFICATION OF DEBARMENT/SUSPENSION AND EXPORT DATA CONTROL** (AUG 2009). Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this contract.

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the or lawfully admitted to the for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to

foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).