

CUSTOMER CONTRACT REQUIREMENTS
GMD Development and Sustainment Continuation Contract
CUSTOMER CONTRACT HQ0147-19-C-0004

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 (SEP 2006). 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 (MAY 2014). 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 only if this contract exceeds \$150,000.

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 (OCT 2010). This clause applies only if this contract exceeds \$150,000. 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 (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

52.203-14 Display of Hotline Poster(s) (OCT 2015). This clause applies only if this contract exceeds \$5,500,000 and is not for a commercial item or is performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

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 2016).

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.

52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (OCT 2016). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government System for Award Management (*SAM*) in accordance with 52.204-7. The required information of 52.204-10 will be made public."

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

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). 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 to contracts where Seller is providing 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 (OCT 2010). This clause applies only if this contract exceeds \$150,000 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. 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 (ALT 1) Alternate I (MAR 2009).

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."

52.215-12 Subcontractor Certified Cost or Pricing Data (2018-00015) Deviation (MAY 2018). 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 (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)."

52.215-19 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 (OCT 2010). ALT II. (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. 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."

52.215-23 Limitations on Pass-Through Charges. (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.

52.215-23 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.

52.219-8 Utilization of Small Business Concerns (NOV 2016).

52.219-9 Small-Business Subcontracting Plan (JAN 2017). ALT II (Jan 2011). 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. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans.

52.219-28 Post-Award Small Business Program Representation (APR 2009). In paragraph (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) and insert the following paragraph (c) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraph (b) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's BEST system."

52.222-2 Payment for Overtime Premiums (JUL 1990).

52.222-4 Contract Work Hours and Safety Standards-Overtime Compensation (MAY 2014). 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.

52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016). In (d), "Contracting Officer" means Buyer.

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (MAY 2014). This clause applies only if this contract exceeds \$15,000.

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

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (FEB 2016). This clause applies if this contract is \$150,000 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-50 Combating Trafficking in Persons (MAR 2015). 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.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

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.

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016). Seller shall submit the information required by paragraph (d)(1) to Buyer no later than October 15th of each year during contract performance, and at the end of contract performance.

52.223-15 Energy Efficiency In Energy-Consuming Products (DEC 2007).

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (AUG 2011).

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

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

52.227-1 Authorization and Consent (DEC 2007).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). 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.

52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014). This clause applies if the Defense Base Act applies to this contract.

52.228-5 Insurance - Work on a Government Installation (JAN 1997). This clause applies to contracts that requires work on a Government installation. In paragraph (b) and (b)2, "Contracting Officer" shall mean "Buyer". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". Seller shall provide and maintain insurance as set forth in this contract.

In accordance with FAR Part 28.307-2, Seller shall maintain the types of insurance and coverage listed below:

TYPES OF INSURANCE MINIMUM AMOUNT

Workmen's Compensation and all occupational disease: As required by Federal and State law

Employer's Liability including all occupational disease when not covered by Workmen's Compensation above :\$100,000 per accident

General Liability (Comprehensive) Bodily Injury : \$500,000 per occurrence

Automobile Liability (Comprehensive)

Bodily Injury per person:\$200,000

Bodily Injury per accident: \$500,000

Property Damage per accident: \$ 20,000

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

52.234-1 Industrial Resources Developed Under Title III Defense Production Act (SEP 2016).

52.234-4 Earned Value Management System (NOV 2016). This clause applies to those subcontractors specified elsewhere in this contract. In (b) (2) "Contracting Officer" means Buyer. In (c) Government means Buyer and "may" is substituted for "will." In (d) "Contracting Officer" means Buyer. In (e) delete the last two sentences. Seller agrees to notify Buyer in writing when a waiver or change is approved by the CFA. In (f) "Contracting Officer" means Contracting Officer or Buyer and Government means Government or Buyer.

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 2017). 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.

52.251-1 Government Supply Sources (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

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).

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

252.203-7004 DISPLAY OF HOTLINE POSTER (OCT 2016). The clause applies to contracts that exceed \$5.5 million except for when 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.

252.204-7004 Alternate A, System for Award Management (FEB 2014).

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 (OCT 2016). 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 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.

252.209-7010 Critical Safety Items (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: The identification of any designated critical safety items are included elsewhere in this contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Critical safety items identified and designated in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

252.211-7000 Acquisition Streamlining (OCT 2010). This clause applies only if this contract exceeds \$1.5 million.

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.

252.215-7000 Pricing Adjustments (DEC 2012). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel. (SEP 2011). (applies to contracts that include award fee). Contractor means Boeing and subcontractor means Seller. Seller shall be liable to Buyer for such award fee reduction. Buyer may debit Seller against this contract or otherwise for the amount of Buyer's award fee reduction.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (MAR 2016). (DEVIATION) (SEP 2011) Paragraph (e) is

deleted.

252.219-7004 Small Business Subcontracting Plan (Test Program) (OCT 2014). This clause applies if Seller participates in the test program described in DFARS 219.702.

252.222-7000 Restrictions on Employment of Personnel (MAR 2000).

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.

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

252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

252.223-7003 Change in Place of Performance-Ammunition and Explosives (DEC 1991). This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.

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.

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (SEP 1999). This clause applies only if (1) this contract, or a subcontract at any tier, is for the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E) or (2) AA&E will be provided to Seller, or to a subcontractor at any tier, as Government-furnished property. "Arms, ammunition, and explosives (AA&E)" means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

252.225-7001 Buy American and Balance of Payments Program (DEC 2016). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (SEP 2006).

This clause applies if this contract is for the purchase of items covered by the United States Munitions List.

252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013). This clause applies if the contract exceeds \$150,000.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows:
(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item,

252.225-7013 Duty Free Entry (MAY 2016). 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.

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006).

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015). This clause, including this paragraph (q), applies if, in performance of this contract, Seller personnel are supporting U.S. Armed Forces deployed outside the United States in (1) contingency operations; (2) peace operations consistent with Joint Publication 3-07.3; or (3) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (1) a foreign government, (2) a representative of a foreign government, or (3) a foreign corporation wholly owned by a foreign government.

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 (SEP 2004). 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.

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991).

252.231-7000 Supplemental Cost Principles (DEC 1991).

252.234-7002 Earned Value Management System (MAY 2011). Delete paragraph (k). With the exception of paragraphs (i) and (j), Seller shall comply with EVMS requirements if Seller is identified to comply elsewhere in this contract.

252.234-7004 Cost and Software Data Reporting System. (NOV 2014). CSDR reporting is required by Seller if this contract exceeds \$50 million. The last sentence in paragraph (b) is deleted.

252.235-7003 Frequency Authorization-Basic (MAR 2014). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device that utilizes radio frequency spectrum. Seller shall, without further adjustment to contract price or fee, provide all necessary support and documentation to obtain radio frequency spectrum certification and/or authorization. The term "Contracting Officer" shall mean "Buyer."

252.237-7023 Continuation of Essential Contractor Services. (OCT 2010). This clause applies if services provided by Seller have been determined to be "essential contractor services in support of mission-essential functions," and are listed in the attachment referenced in paragraph (b) of the clause. In paragraph (c)(2), "Contracting Officer" shall mean Buyer. In paragraph (c)(3) "Contracting Officer" shall mean the Contracting Officer or Buyer. In paragraph (c), "Contracting Officer" shall mean Buyer. In paragraph (f), ninety days is replaced with sixty days. In paragraph (g), "Contracting Officer" shall mean Buyer.

252.239-7000 Protection Against Compromising Emanations (JUN 2004). This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract.

252.239-7018 Supply Chain Risk (OCT 2015). This clause applies to all contracts involving the development or delivery of any information technology, whether acquired as a service or as a supply. "Government" shall mean "Government or Buyer".

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

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

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".

252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies only if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing.

The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer."

252.246-7008 Sources of Electronic Parts (OCT 2016). 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 (APR 2014). 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.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

252.249-7002 Notification Of Anticipated Contract Termination Or Reduction (OCT 2015). "Contracting Officer" shall mean "Buyer". Subparagraph (d)(1) shall be deleted. The phrase "Require that each such subcontractor" of subparagraph (d)(2) shall be deleted.

252.251-7000 Ordering From Government Supply Sources (AUG 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008).

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 (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance 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).

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). 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 to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (NOV 2016).

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

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (FEB 2016). This clause applies if this contract is \$150,000 or more, 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 (MAR 2015). 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 (DEC 2015). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the 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 (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

52.224-3 Privacy Training Alternate I (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 2017). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this 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).

252.204-7009 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 (OCT 2016). 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 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.

252.211-7003 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.

252.225-7001 Buy American and Balance of Payments Program (DEC 2016). 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."

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows:
(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item,

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015). This clause, including this paragraph (q), applies if, in performance of this contract, Seller personnel are supporting U.S. Armed Forces deployed outside the United States in (1) contingency operations; (2) peace operations consistent with Joint Publication 3-07.3; or (3) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

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 (SEP 2004). 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.

252.227-7015 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).

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

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies only if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer."

252.246-7008 Sources of Electronic Parts (OCT 2016). 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 (APR 2014). 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.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

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

1. ORGANIZATIONAL CONFLICT OF INTEREST (Jun 2012)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

- (1) the Seller's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;
- (2) the Seller does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and
- (3) the Seller does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

- (1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by Seller and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Seller") in the activities covered by this contract as Seller, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.
- (2) The Missile Defense Agency's OCI policy can be provided upon request to Buyer.

c. Access to and Use of Nonpublic Information: If Seller, in performance of this contract, obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, Seller agrees that without prior written approval of Buyer, it shall not:

- (1) use such information for any private purpose;
- (2) release such information.

d. Access to and Protection of Proprietary Information: Seller agrees to exercise diligent effort to protect proprietary information from misuse or unauthorized disclosure in accordance with the provisions of FAR 9.505-4. Seller may be required to enter into a written non-disclosure agreement with the third party asserting proprietary restrictions.

e. Subcontracts: Seller shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Representations and Disclosures:

- (1) Seller represents that it has disclosed to Buyer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Buyer and Buyer's Customer's approval, Seller shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (form shall be requested from Buyer).
- (2) Seller represents that if it discovers an organizational conflict of interest or potential conflict of interest after

award, a prompt and full disclosure shall be made in writing to Buyer. This disclosure shall include a description of the action Seller has taken or proposes to take in order to avoid or mitigate such conflicts.

g. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, Buyer may: terminate this contract for default; disqualify Seller from subsequent related contractual efforts if necessary to neutralize a resulting organizational conflict of interest; and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, Seller discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, Buyer may terminate this contract for convenience if such termination is deemed to be in the best interest of Buyer or take other appropriate actions.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future.

Accordingly, Seller may at any time seek a waiver from the Director, MDA (through Buyer) by submitting a full written description of the requested waiver and the reasons in support thereof.

2. ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

a. It is anticipated that, during the performance of this contract, Seller will be required to support Technical Interface/Integration Meetings (TIMS) with Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses, if any, will be negotiated as needed to protect the rights of Buyer, Seller, and the Government.

b. Interface support deals with activities associated with integration of the requirements of this contract into BMD system plans and support of key Missile Defense Agency (MDA) program reviews.

c. Seller agrees to cooperate with BMD Contractors by providing access to BMDS technical matters; provided, however, Seller will not be required to provide Freedom of Information Act protected information to non-Government entities or personnel in the absence of a non-disclosure agreement between Seller and such entities.

d. Seller further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with Seller. This agreement does not relieve Seller of its responsibility to manage its subcontracts effectively.

e. Personnel from Sellers or other Government agencies are not authorized to direct Seller in any manner.

f. This clause shall not prejudice Seller or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

3. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (AUG 2014)

a. The following terms applicable to this clause are defined as follows:

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.

2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

4. Technical Data. As defined in DFARS 252.227-7013.

b. Except as otherwise set forth in the Contract, the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of Seller and applicable subcontractors under this contract unless authorized by Buyer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for

purposes of this paragraph, Buyer will provide direction. Authorization to distribute technical data by Buyer does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. Seller shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning and destruction notice identified in sub-paragraphs 1, 2, and 3 below. When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

1. DISTRIBUTION - [PCO, Insert the appropriate distribution statement and complete the statement, if necessary, to include the applicable controlling office.]

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

3. DESTRUCTION NOTICE - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information. d. As a part of the review of preliminary or working draft technical documents, the Government or Buyer will determine if a distribution statement less restrictive than the statement above would provide adequate protection. If so, the Government's concurrence/comments, through Buyer, will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

d. Seller shall insert the substance of this clause, including this paragraph, in all subcontracts.

4. CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (SEP 2013)

a. To maintain the security of the MDA spaces and information systems, Seller shall notify Buyer in writing whenever a Seller or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Seller and employee initiated termination of services and to temporary suspension of services.

b. Seller will cooperate with Buyer in facilitating the employee's return of all government issued credentials, e.g., badges, common access cards (CACs), SIPRNet tokens. Specifically, upon notification, Buyer will work with the organization's Security Operations Center and the MDA Service Desk to ensure timely action to:

- (1) remove the employee from the current visit authorization request/letter;
- (2) cancel Government issued credentials pursuant to the visit authorization request/letter; and,
- (3) terminate the MDA LAN account/access privileges.

c. In addition to actions related to MDA access control, Seller shall maintain accountability for Government issued credentials provided under this contract. Government issued credentials are the property of the U.S. Government and shall not be retained by cardholders upon expiration, replacement, or when the DoD affiliation of employees has been terminated. Seller shall coordinate with Buyer to ensure government issued credentials are retrieved in accordance with local command or installation procedures. Unauthorized possession of an official credential, like a CAC, can be prosecuted criminally under section 701, title 18, United States Code.

d. Seller shall identify the reason for and date of termination or expected period of suspension and submit the notification to Buyer within five (10) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

5. SENSITIVE INFORMATION TECHNOLOGY WORK (JUL 2011)

a. DoD 5200.2-R, DoD Personnel Security Program, requires Seller personnel, who perform work on sensitive Information Technology (IT)/Automated Data Processing (ADP) systems (hereafter referred to as IT), to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).

IT-II designated positions require a National Agency Check with Law and Credit (NACLC).

IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

b. The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.

c. For IT-III positions at Seller's facility, Seller will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Missile Defense Agency, Security and Emergency Management; ATTN: Personnel Security, 5700 18th Street, Bldg 245, Fort Belvoir, VA 22060-5573.

d. MDA retains the right to request removal of Seller personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, Seller will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

6. CONTRACTOR EMPLOYEE OUT-PROCESSING (SEP 2012)

Prior to the departure of Seller personnel who have been issued MDA Common Access Cards (CACs), building passes and/or MDA computers, cell phones or other associated peripherals, the departing employee shall complete the MDA Form 14, Out-Processing Checklist, as required by MDA Instruction 1400.06-INS, and return the completed checklist, with all required signatures, to Buyer. Buyer will provide the completed form to the Contracting Officer's Representative, who will ensure the completed Out-Processing Checklist is provided to the MDA Contracting Officer for retention in the official contract file.

7. COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)

a. Unless otherwise approved by the PCO (through Buyer), commercial computer software licenses shall, upon delivery and acceptance, designate the U.S. Government as a contingent licensee, able to replace Seller as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the PCO, through Buyer. The terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes Buyer's/Seller' / subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.

b. Nothing in this clause shall take precedence over any other clause or provision of this contract.

Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

8. AS IS GOVERNMENT FURNISHED DATA/DOCUMENTATION (Nov 2010)

All technical data (as defined in DFARS 252.227-7013 and DFARS 252.227-7014) furnished by the Government is in an "as is" condition without any warranty as to its accuracy, completeness, or adequacy. The Seller shall use this technical data at its own risk. The Government assumes no responsibility for such furnished data/documentation nor will the Government have any liability for equitable adjustments to the terms and conditions of this contract should such data/documentation prove to be inaccurate, incomplete, or otherwise defective.

9. INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE (Aug 2012)

- a. DFARS 252.227-7014(d) requires the written approval of the PCO (to be obtained through Buyer) before the Seller may incorporate any copyrighted computer software in the software to be delivered under this contract.
- b. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.
- c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities.
- d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

10. INDEMNIFICATION AGAINST UNUSUALLY HAZARDOUS RISKS

The legal authorities to indemnify Sellers for unusually hazardous risks are 10 USC 2354 (for research, development and testing activities) and 50 USC 1431 (Public Law 85-804), as implemented in Executive Order 10789. Previous indemnification from other contracts does not carry over to this resulting contract. Seller may request indemnification for effort under this contract at any time. Seller requests for indemnification must be prepared IAW the requirements of FAR 50.104-3. Buyer will fairly process request(s) in good faith to the applicable approving authority within the Department of Defense. However, Buyer will not, if indemnification is not granted through this process, make adjustments to the estimated cost or schedule of this contract.

11. DATA DELIVERED OR OTHERWISE FURNISHED BY SELLER

- a. Technical data and computer software formally delivered as a result of a Contract Data Requirements List (CDRL) requirement, or deferred order from the Data Accession List (DAL) in accordance with DFARS 252.227-7027, shall be marked with the appropriate conforming DFARS 252.227-7013 and 252.227-7014 markings, copyright legends (if any), and security classification (if any is required); and the term "proprietary" shall be deemed a non-conforming marking.
- b. Data and computer software generated in the performance of this contract and provided to the Buyer or Government that is not otherwise required to be (1) formally delivered as a result of a CDRL or (2) included on the DAL, may (in order to facilitate maximum collaboration between the parties) include non-conforming markings to the extent necessary to protect Seller's intellectual property rights, with the exception of such technical data and computer software for which the Government has Unlimited rights as set forth in DFARS 252.227-7013 and 252.227-7014.
- c. Limited or Restricted rights technical data or computer software as specified in DFARS 252.227-7013 and 252.227-7014 shall not be delivered under or in conjunction with this contract without prior approval of the Buyer. Seller shall ensure that quality control procedures are in place to validate accuracy of technical data and computer software delivered to the Buyer or Government.
- d. Contract Data Requirements List (CDRL) deliverables include CDRL items referenced in the SOW or as otherwise specified in the Contract. Seller shall officially deliver unclassified CDRL data as specified in the Contract.
- e. Seller shall deliver classified CDRL data IAW the DD254 and DoD 5220.22M. In addition, IAW the DD254 and DoD 5220.22M, CDRLs and other classified correspondence related to this contract shall be posted to Seller's IDE (Reference CDRL Titled DSC – Integrated Digital Environment Data, Data Item No. A055).
- f. All data transmitted to the Buyer or Government shall be of sufficient quality that the Buyer or Government is able to read the data both online and in printed form. If the Buyer or Government receives a document that has quality/readability issues, Seller shall, upon verbal approval by the Buyer, deliver compact discs and hardcopies of the document as required and IAW with this clause. Seller shall work efficiently and effectively to correct any and all quality issues.
- g. Data shall be delivered or otherwise furnished to the Buyer or Government virus-free and in a manipulative/editable format, including Microsoft Word, Excel, PowerPoint, Project and/or Access. Adobe (.pdf files), picture files, and other electronic image media are acceptable only if allowed in the Contract for a given data item. For example, narrative portions

shall be delivered in Microsoft Word; pricing data in Microsoft Excel; and graphics in Microsoft PowerPoint. If files contain links, the links must be intact and maintained throughout all revisions. Documents with embedded data that are not related to Seller performance reports, contract funds status reports, cost data summary reports, or functional cost-hour reports shall not contain Seller pricing information within the embedded data. Nor shall embedded data to unclassified documents be classified information.

12. FEE

Seller shall implement the following elements of cost and fee for use in the preparation of proposals and to support negotiations.

a. No Fee on Other Direct Cost (ODCs). ODCs are costs (other than labor and materials) directly associated with the final cost objective. With the exception of nominal material handling, the Contractor is not entitled to fee on any ODCs. Examples of ODC include, but are not limited to: travel, consumables, renewable licenses, leases, consultants, special tooling, and royalties. This limitation shall flow down to all tiers of subcontractors. Not applicable to fixed price subcontract arrangements.

b. No Fee on Fee. Seller is not entitled to fee on subcontractor fee and/or profit (e.g. "fee on fee"). In calculating total fee, Seller shall exclude all proposed subcontractor fee/profit from its total cost pool. This limitation shall flow down to all tiers of subcontractors. Not applicable to fixed price arrangements.

13. GOVERNMENT PROPERTY CONTRACTOR ACQUIRED PROPERTY-

Seller shall identify any required Property to Buyer prior to procurement. Seller shall maintain accurate records of Contractor Acquired Property (CAP)/Government Furnished Property (GFP) including material per FAR Part 45, and FAR 52.245-1, to include subcontractor GFP and CAP. The Seller shall annually perform a physical inventory of GFP and CAP and provide results (including listings) to Buyer.

A final physical inventory of Property shall be performed upon termination or six (6) months prior to contract completion. Seller shall request disposition instructions for excess property.

14. RENT-FREE NON-INTERFERENCE USE OF GOVERNMENT PROPERTY

Seller may use on a rent-free, non-interference basis and in an "as is" condition as necessary for the performance of this contract, the Government property accountable under contracts HQ0006-01-C-0001, HQ0147-09-C-0007, and HQ0147-09-C-0008. Seller is responsible for scheduling the use of all property covered by the referenced contract and providing timely written notification to Buyer of any conflicts, delays, or disruptions to any work performed by the Seller due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized. The Seller will not be relieved of its contractual responsibilities if for any reason Government Property is not available or is not functioning or suitable for the contractor's intended purpose.

15. INSERTION OF LIMITED OR RESTRICTED RIGHTS INTO THE GMD PROGRAM

Hardware items which are subject to Limited Rights in their associated technical data as defined in DFARS 252.227-7013 and software items which are subject to Restricted Rights as defined in DFARS 252.227-7014 shall not be incorporated into the design of the GMD weapon system or models/simulations thereof under this contract without the prior written authorization of the PCO, which shall be obtained through Buyer. Seller's request shall include a rough order of magnitude (ROM) estimate to perform development if the data or software cannot be used as requested. If Buyer does not provide a decision within 60 days of the request, the request is considered denied. In the event Buyer authorizes inclusion of the Limited Rights technical data and/or Restricted software, such data or software will be added as an Attachment.

With respect to the Redesigned Kill Vehicle (RKV) design and development effort, Redesigned Kill Vehicle (RKV) Path to System Review (SRR), and any and all assertions of less than Government Purpose Rights made by Seller or any of its subcontractors/suppliers on this contract or any other government contract, are inapplicable to the RKV effort. Seller and its subcontractors/suppliers shall submit any and all RKV-related assertions of less than Government Purpose Rights in technical data as well as computer software to the PCO (through Buyer) for consideration in accordance with this clause. In the event the PCO (through Buyer) authorizes inclusion of the Limited Rights technical data and/or Restricted Rights software for the RKV-related effort, such technical data or computer related assertions will be added as a separate attachment.

Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis. Seller's request shall include an offer of consideration for use of such Government assets. Buyer will evaluate the request, including the Seller's offer of consideration, and either approve, deny, or offer an alternative form of consideration. Any such consideration will be mutually agreed to by the parties prior to use of Government assets. Consideration should include, at a minimum, specially negotiated rights granting the Government a license for Government Purpose Rights IAW DFARS 252.227-7013 and 252.227-7014 in the subject IRAD project. When the Seller requests the use of Government assets for an IRAD project, the request shall include the purpose of the IRAD project and the potential benefit to the Government. The Seller will be required to execute a bailment agreement prior to the transfer or use of Government assets.

16. COST ESTIMATING METHODS

The following cost estimating methods shall be used as requested by the Government:

- a. Planning Estimate - The purpose of a planning estimate is to support Government planning. Planning estimates may only be requested by the Buyer. A planning estimate shall be provided in 1-2 calendar days. This estimate is very limited in scope, involves minimal pricing ground rules and assumptions from the Government, and is generally comprised of range parametrics. Documentation provided shall be high level scope and funding estimates by Government fiscal year sent via email.
- b. Rough Order of Magnitude (ROM) - The purpose of a ROM estimate is to support Government budgetary decisions and potential authorization of unpriced actions in the event there is insufficient time for a Not-to-Exceed (NTE) estimate. ROM estimates may only be requested by Buyer. ROM estimates shall be provided to the Government within 5 calendar days. This non-binding estimate is limited in scope, involves limited analysis, and develops a high level baseline to include a high level SOW, schedule, and equipment lists. The ROM estimate is not generated based on formal Basis of Estimates (BOEs) and by design provides limited supporting rationale. Subcontractor input will be included if schedule allows. Documentation provided shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to Buyer.
- c. Not-to-Exceed (NTE) - The purpose of an NTE estimate is to support critical Government budgetary decisions, and a binding basis on which to issue unpriced actions. NTEs may only be requested by Buyer. NTE estimates shall be provided to Buyer within 10 calendar days or as designated by Buyer. This estimate involves more in depth analysis, develops a baseline to include a statement of work, schedule, and required equipment lists. The NTE estimate shall be based on Basis of Estimate (BOEs) and estimated materials (as required), including supporting rationale. Applicable subcontractor input shall be included as required. Documentation required shall include scope and funding estimates by Government fiscal year in a briefing package submitted by Seller. Seller's NTE must be valid for a minimum of one hundred eighty (180) calendar days.

17. IMPACT OF GOVERNMENT TEAM PARTICIPATION/ACCESS

Under the Government/Buyer organizational/interface approach (e.g., Integrated Product Team (IPT), Team Execution Review (TER), Technical Interchange Meeting (TIM), and/or Working Groups), Government personnel will frequently interface with Buyer and Seller/subcontractor team members during contract performance. For this purpose, Buyer has authorized the Government to communicate and, where appropriate, visit and monitor directly, and, in some instances, exclusively, with Seller and Seller's subcontractors. The Government shall endeavor to provide advance notice to Buyer and Seller. This access/interface is necessary to support the Government's quality management approach, which emphasizes systematic surveillance and evaluation techniques used to assess Seller/subcontractor performance stipulated in its Quality Assurance Surveillance Plan (QASP). Government team members may offer advice, information, support, clarification, and/or facilitate rapid Government feedback and approval of team-related products, as well as review Buyer and Seller/subcontractor progress; however, the responsibility and accountability for successfully accomplishing the requirements of this contract remain solely with the Seller. Seller shall not construe such advice, information, surveillance observations, reviews and clarifications by the Government team members as Government-directed changes to the terms this contract. The Boeing Procurement Agent is the only individual who is authorized to direct or approve any change to the terms of this contract.

18. CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE

The Seller and its subcontractors shall provide a completed Attachment in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Contractor. The Attachment(s) (Attachment 24 – Contractor Assertion of Rights In Technical Data-Noncommercial Items and Attachment 25 – Contractor Assertion of Rights in Noncommercial Computer Software and Noncommercial Software Documentation) are incorporated herein by reference as if fully set forth. The Attachment(s) identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013 Rights in Technical Data -Noncommercial Items (Nov 1995); DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995); DFARS 252.227-7019 Validation of Asserted Restrictions-- Computer Software (Jun 1995); DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered To the Government (Jun 1995); and, DFAR 252.227-7037 Validation Of Restrictive Markings On Technical Data (SEP 1999) clauses until a determination is made. The Seller shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. Seller agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

19. TEST SCHEDULE ADJUSTMENTS

Adjustments made to contract price due to a change in the ground and/or flight and/or other test schedule will be accomplished as set forth below:

A change to the test schedule means the movement of a test from one test window to the next. A test window is defined as a period of time 90 days before or after the test date as it appears in the Integrated Master Test Plan (IMTP) or a Target of Opportunity published schedule. The movement of a test within a test window will not be grounds for an adjustment to the contract price. Test schedule changes outside of the original test window caused by the Seller or the Government may result in a downward or upward adjustment to the contract price. A change that is beyond the control and without the fault or negligence of the either party will not result in an adjustment to the contract price.

20. PROPERTY NECESSARY TO PERFORM THE CONTRACT

(a) The contract costs reflect the Seller's provision of all property necessary to perform under a the contract. In the event that such Government property becomes available for use by the Seller to perform under the contract, cost will be subject to, at Buyer's discretion, a unilateral downward adjustment. Such an adjustment will be based on the proposed cost of the Seller provisioning the property less actual costs incurred as a direct charge to the Contract. An adjustment modification will be issued to reflect the Buyer's determination to adjust the contract cost.

(b) Seller disagreements with a determination made by Buyer pursuant to this clause shall be a dispute under the Disputes clause. However, nothing in this clause nor any Buyer determination made in conjunction with this clause shall excuse Seller from proceeding with its duties under the instant contract.

21. SELLER ACCOUNTABILITY FOR QUALITY

(a) Definitions as used in this clause—

“Command media,” as used in this clause, includes Seller's specifications, engineering drawings, test procedures, and other documentation generated to comply with Statement of Work (SOW) requirements ensuring repeatability in the products produced and services provided.

“Nonconformance” as used in this clause means a condition of any hardware, software, material, or service/workmanship in which one or more characteristics do not conform to requirements.

"Quality escape," as used in this clause, means Seller or any of its subcontractors:

- (1) failed to detect a nonconformance or failed to follow command media; and
- (2) said nonconformance or failure to follow command media could adversely affect the performance of a

component, subsystem or system; and

(3) requires an action by the Seller to bring said item back to compliance with applicable specification requirements.

(b) The rights and remedies afforded Buyer and Seller under this clause are in addition to any other provision of this contract.

(c) Buyer may make an equitable reduction in any item performance incentive fee previously paid under the contract, or payable in the current fiscal year, if at any time during the term of this contract, including pre-acceptance or post-acceptance of any item or service required to be delivered or performed under this contract, Buyer reasonably determines that:

- (1) a quality escape occurred; and
- (2) the quality escape was caused solely by Seller, or any of its subcontractors; and
- (3) resulted in substantial harm to Buyer and/or the Government.

Buyer will notify the Seller within 30 days of determining a quality escape occurred for which an equitable reduction may result.

(d) Buyer will consider cost, schedule and performance impacts of the quality escape as well as any recovery and mitigation efforts by the Seller that are taken to reduce the impacts of the quality escape, in deciding whether to make such a reduction. Failure to agree to the reduction in performance incentive fee shall be a dispute under the Disputes Clause of the Contract.

Reductions associated with quality escapes shall apply to future DSC deliveries and shall not be levied against hardware and software delivered under the current contracts (HQ0006-01-C-0001 & HQ0147-09-C-0008)

22. PUBLIC RELEASE OF INFORMATION (Jun 2013)

a. The policies and procedures outlined herein apply to information submitted by Seller and his subcontractors for approval for public release. Prior to public release, all information must be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by Seller under this contract must be submitted to MDA for review and approval prior to release to the public. Seller or Seller's subcontractor's public information materials must be submitted for approval through Buyer to MDA.

c. Upon request, Buyer will provide Seller the MDA Form 003, "Security and Policy Review" or any superseding MDA form. Seller must complete Sections A-C and E-H of the Form 003 (or comply with the instructions of any superseding form) and submit it to Buyer with the materials to be cleared. If the information was previously cleared, provide the Public Release Case Number, if available, and a copy of the previous document highlighting the updated information.

d. Seller must submit the following to Buyer at least 75 days in advance of the proposed release date:

- (1) the completed Form 003 and one (1) electronic copy of the material to be reviewed. File size must not exceed 25MB; and,
- (2) a written statement, including:
 - (a) to whom the material is to be released;
 - (b) the desired date for public release;
 - (c) a statement that the material has been reviewed and approved by officials of Seller or the subcontractor, for public release; and,
 - (d) the contract number.

e. The items submitted must be complete. Photographs must have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, For Official Use Only (FOUO) information, export controlled, or International Traffic in Arms Regulations (ITAR) information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.

i. The COR will notify Buyer of the agency's final decision regarding the status of the request.

j. Once information has been cleared for public release, it is in the public domain and must always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

23. DD Form 254 Flowdown Requirements

If any drawing, statement of work, or data is marked CUI/FOUO then acceptance of a purchase order or response to an RFQ is considered the vendor's full acceptance of the CDI requirement as defined by Buyer's applicable DD245 sections 10j and 11c.

If Seller is unable to meet applicable CDI requirements but will be able to become compliant the vendor must be able to furnish a security system plan that fully addresses and is fully compliant with DFARS 252-204-7012, NIST-800-171, and all applicable industry standards in conjunction with a plan of action and milestones for Buyer review.

Item #10.j. For Official Use Only Information

1. Seller shall adhere to the requirements in the DoD Manual 5200.01, DoD Information Security Program, Volume 4, Controlled Unclassified Information (CUI) for safeguarding, marking, transmission, dissemination, and disposition of all CUI/For Official Use Only (FOUO) information.

2. Access.

a. Access to CUI/FOUO should be limited to U.S. Nationals that have either a current U.S. security clearance (minimum interim SECRET clearance) or have been the subject of a favorably completed National Agency Check with Inquiries (i.e. Standard Form (SF) 85 Position of Trust investigation) or equivalent investigation (i.e. contractor equivalent).

(1) Definitions:

(a) A U.S. Person is defined as any form of business enterprise or entity organized, chartered or incorporated under the laws of the United States or its possessions and trust territories, and any person who is a citizen or national of the United States

(b) A U.S. National is defined as a citizen of the U.S., or a person who, though not a citizen of the U.S., owes permanent allegiance to the U.S. Also see 8 USC 1101(a) (22) or 8 USC 1401 paragraphs (a) through (g) for further clarification on those who may qualify as nationals of the United States.

(2) Seller Equivalent: Seller equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks shall include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. Seller shall submit a list of their procedures on company letterhead through the Contracting Officer or their representative for concurrence by the designated MDA Industrial Security Office.

b. Seller personnel with dual or foreign citizenship (including but not limited to those with permanent resident status) will be subject to an additional review; and found favorable by the Government prior to access to CUI/FOUO. Submit requests for favorability determinations to Buyer. (Note: Seller personnel with dual citizenship that have an active U.S. security clearance (interim Secret or higher) may have access to CUI/FOUO material without additional review.

3. See Reference Item 11.1. for safeguarding of CUI/FOUO on Seller's unclassified information system(s).

4. If drawing, statement of work, or data is marked CUI/FOUO, Seller shall flow-down this requirement to all subcontractors

requiring access to CUI/FOUO information regardless if the subcontractor has a facility security clearance or not. For those unclassified subcontractors, Seller shall ensure this section exists within the language of the subcontract/purchase order.

Item #11.I Other

Seller's Unclassified Automated Information System:

1. Seller shall safeguard and protect Controlled Unclassified Information/For Official Use Only (CUI/FOUO) information provided by or generated for the Government that transits, resides, or is processed on any non-Government information technology system IAW the procedures in DoDI 8582.01, "Security of Unclassified DoD Information on Non-DoD Information Systems," June 6, 2012, Enclosure 3. The contract includes the DFARS Clause 252.204-7012, Safeguarding of Covered Defense Information and Cyber Incident Reporting, and Seller must comply with its requirements.
2. Seller shall ensure that all persons accessing CUI/FOUO meet the qualifications as stated in Reference Item 10.j.
3. The Government reserves the right to conduct compliance inspections of Seller unclassified information systems and other repositories to verify the protection of CUI/FOUO information.
4. Seller shall flow this reference item to all subcontractors that process and access CUI/FOUO information.