

CUSTOMER CONTRACT REQUIREMENTS
(Advanced Technology Support Program III)
CUSTOMER CONTRACT H94003-04-D-0007

The clauses contained in the following Government regulations are incorporated by reference as applicable. Where necessary or appropriate to derive proper meaning in a subcontract situation, "Contractor" shall mean Seller. Government clauses cited elsewhere in the contract shall be those in effect on April 25, 2005.

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. ***FAR Clauses.*** *The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.*
- 52.203-6 **Restrictions on Subcontractor Sales to the Government** (Jul 1995). This clause applies only if this clause exceeds \$100,000.
- 52.203-7 **Anti-Kickback Procedures (excluding subparagraph (c)(1))** (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.
- 52.203-8 **Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
- 52.203-10 **Price or Fee Adjustment for Illegal or Improper Activity** (Jan 1997). This clause applies only if this contract exceeds \$100,000. 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 2005). This clause applies only if this contract exceeds \$100,000.
- 52.203-12 **Limitation on Payments to Influence Certain Federal Transactions** (SEP 2005). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.
- 52.204-2 **Security Requirements** (AUG 1996). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required

- 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** (Sep 1990). This clause is applicable if a priority rating is noted in this contract.
- 52.215-2** **Audit and Records - Negotiation** (Jun 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.
- 52.215-10** **Price Reduction For Defective Cost or Pricing Data** (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."
- 52.215-11** **Price Reduction For Defective Cost or Pricing Data - Modifications** (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."
- 52.215-12** **Subcontractor Cost or Pricing Data** (OCT 1997). This clause applies only if this contract exceeds \$550,000 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 "The Boeing Company or any of its wholly owned subsidiaries."
- 52.215-13** **Subcontractor Cost or Pricing Data – Modifications** (OCT 1997). This clause applies only if this contract exceeds \$550,000 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 "The Boeing Company or any of its wholly owned subsidiaries".
- 52.215-14** **Integrity of Unit Prices (excluding subparagraph (b))** (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.
- 52.215-15** **Pension Adjustments and Asset Reversions** (JAN 2004). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).
- 52.215-18** **Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions** (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).
- 52.215-19** **Notification of Ownership Changes** (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).
- 52.215-21** **Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

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- 52.219-8 Utilization of Small Business Concerns** (OCT 2000).
- 52.219-9 Small Business Subcontracting Plan** (JAN 2002). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern.
- 52.222-1 Notice to Government of Labor Disputes** (FEB 1997). "Contracting Officer" shall mean Buyer.
- 52.222-11 Subcontracts (Labor Standards)** (FEB 1988). Seller shall include this clause in its subcontracts and shall require such subcontractors to flow this clause to all lower tier subcontractors. The following FAR clauses are incorporated herein by this reference and made a part of this contract: 52.222-6 Davis Bacon Act; 52.222-7 Withholding of Funds; 52.222-8 Payrolls and Basic Records; 52.222-9 Apprentices and Trainees; 52.222-10 Subcontracts (Labor Standards); 52.222-12 Contract Termination - Debarment; 52.222-13 Compliance with Davis Bacon and Related Act Regulations; 52.222-14 Disputes Concerning Labor Standards; and 52.222-15 Certification of Eligibility.
- 52.222-20 Walsh-Healy Public Contracts Act** (DEC 1996). This clause applies only if this contract exceeds \$10,000.
- 52.222-21 Prohibition of Segregated Facilities** (FEB 1999).
- 52.222-26 Equal Opportunity (subparagraph (b)(1) through (11))** (APR 2002).
- 52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans** (DEC 2001). This clause applies only if this contract exceeds \$25,000.
- 52.222-36 Affirmative Action for Workers With Disabilities** (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (DEC 2001). This clause applies only if this contract exceeds \$25,000.
- 52.222-41 Service Contract Act of 1965, As Amended** (MAY 1989). This clause only applies to contracts which are subject to this act.
- 52.222-43 Fair Labor Standards And Service Contract Act – Price Adjustment (Multiple Year and Option)** (MAY 1989).
- 52.223-3 Hazardous Material Identification and Material Safety Data** (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.
- 52.223-7 Notice of Radioactive Materials** (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."
- 52.223-11 Ozone Depleting Substances** (MAY 2001).
- 52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e))** (AUG 2003). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).
- 52.224-2 Privacy Act** (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

- 52.225-8** Duty-free Entry (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.
- 52.225-13** **Restrictions on Certain Foreign Purchases** (DEC 2003).
- 52.227-1** **Authorization and Consent** (JUL 1995).
- 52.227-1** **Authorization and Consent** (JUL 1995) - **Alternate I** (APR 1984)
- 52.227-2** **Notice and Assistance Regarding Patent and Copyright Infringement** (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.
- 52.227-9** **Refund of Royalties** (APR 1984). This clause applies only if the amount of royalties reported during negotiation of this contract exceeds \$250.
- 52.227-10** **Filing of Patent Applications - Classified Subject Matter** (APR 1984). This clause applies only if this contract will involve access to classified information.
- 52.227-14** **Rights in Data — General** (JUN 1987). This clause applies only if data will be produced, furnished or acquired under this contract.
- 52.227-16** **Additional Data Requirements** (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
- 52.227-19** **Commercial Computer Software - Restricted Rights** (JUN 1987).
- 52.227-21** **Technical Data Declaration, Revision, and Withholding of Payment - Major Systems** (JAN 1997).
- 52.227-22** **Major Systems - Minimum Rights** (JUN 1987).
- 52.228-5** **Insurance - Work on a Government Installation** (JAN 1997). Seller shall provide and maintain insurance as set forth in this contract.
- 52.229-3** **FEDERAL, STATE, AND LOCAL TAXES** (APR 2003)
- 52.229-6** **Taxes—Foreign Fixed-Price Contracts** (JUNE 2003)
- 52.229-8** **Taxes - Foreign Cost-Reimbursement Contracts** (MAR 1990).
- 52.229-10** **State of New Mexico Gross Receipts and Compensating Tax** (Oct 1988). This clause applies only if (1) this contract is a cost-reimbursement contract; (2) this contract directs or authorizes Seller to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the subcontractor, and (3) this contract is for services to be performed in whole or in part in the State of New Mexico.
- 52.230-2** **Cost Accounting Standards** (APR 1998)
- 52.230-3** **Disclosure and Consistency of Cost Accounting Practices** (APR 98)
- 52.230-6** **Administration of Cost Accounting Standards** (NOV 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.
- 52.237-2** **Protection of Government Buildings, Equipment, and Vegetation** (APR 1984). This clause applies only if work will be performed on a Government

installation. "Contracting Officer" shall mean Buyer.

- 52.237-7 Indemnification and Medical Liability Insurance** (JAN 1997). This clause applies only if this contract requires health care services. Seller shall provide evidence of insurance for itself and any of its subcontractors as required by this clause.
- 52.242-15 Stop Work Order** (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.
- 52.244-5 Competition in Subcontracting** (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items** (APR 2003)
- 52.245-2 Government Property (Fixed Price Contracts)** (MAY 2004). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.
- 52.245-17 Special Tooling** (MAY 2004). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.
- 52.245-18 Special Test Equipment** (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.
- 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit** (Jun 1997).
- 52.248-1 Value Engineering (excluding subparagraph (f))** (FEB 2000). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.
- 2. DoD FAR Supplement Clauses.** *DoD Contracts. If this Contract is placed under a Department of Defense Contract, 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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.*
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g))** (MAR 1999). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.
- 252.204-7000 Disclosure of Information** (DEC 1991). Seller will submit requests for authorization to release through Buyer.
- 252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty** (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of

commercial items or commercial components.

- 252.211-7000 Acquisition Streamlining** (DEC 1991). This clause applies only if this contract exceeds \$1 million.
- 252.211-7003 Item Identification and Valuation** (JAN 2004). Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with MIL-STD-130 L. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing product drawings or specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item valuations as set forth in this clause.
- 252.215-7000 Pricing Adjustments** (DEC 1991). This clause applies only if this contract exceeds \$500,000.
- 252.222-7000 Restrictions on Employment of Personnel** (MAR 2000).
- 252.223-7001 Hazard Warning Labels** (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.
- 252.225-7001 Buy American Act and Balance of Payment Program.** (APR 2003)
- 252.225-7002 Qualifying Country Sources as Subcontractors** (APR 2003)
- 252.225-7004 Reporting of Contract Performance Outside the United States** (APR 2003). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
- 252.225-7012 Preference for Certain Domestic Commodities** (FEB 2003).
- 252.225-7013 Duty-Free Entry** (JAN 2004). This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause.
- 252.225-7014 Preference for Domestic Specialty Metals** (APR 2003), Alternate I (APR 2003).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (JUN 2003). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.
- 252.225-7025 Restriction on Acquisition of Forgings** (APR 2003). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.
- 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States** (Mar 2006). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government.
- 252.227-7013 Rights in Technical Data - Noncommercial Items** (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation** (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

- 252.227-7015** **Technical Data - Commercial Items** (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.
- 252.227-7016** **Rights in Bid or Proposal Information** (JUN 1995).
- 252.227-7027** **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.
- 252.227-7036** **Declaration of Technical Data Conformity** (JAN 1997). This clause applies only if the delivery of data is required by this contract.
- 252.227-7037** **Validation of Restrictive Markings on Technical Data** (SEP 1999). This clause applies only if the delivery of data is required by this contract.
- 252.231-7000** **Supplemental Cost Principles** (DEC 1991)
- 252.234-7001** **Earned Value Management System** (MAR 1998). This clause is applicable only if this contract states that the Earned Value Management System criteria applies to Seller.
- 252.239-7000** **Protection Against Compromising Emanations** (Dec 1991). This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract
- 252.242-7005** **Cost/Schedule Status Report** (MAR 1998). This clause applies to this contract if the contract is more than 12 months in duration and is other than firm-fixed-price.
- 252.244-7000** **Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (Jan 2007).
- 252.244-7000** **Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (MAR 2000).
- 252.246-7001** **Warranty of Data** (DEC 1991). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.
- 252.247-7023** **Transportation of Supplies by Sea** (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.
- 252.247-7023** **Transportation of Supplies by Sea, Alt III** (MAY 2002).
- 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.
- 252.251-7000** **Ordering From Government Supply Sources** (OCT 2002). This clause applies only if Seller is notified by Buyer that Seller is authorized to purchase from Government supply sources in the performance of this contract.

3. **Commercial Items.** *If goods or services being procured under this contract are for commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:*
- 52.219-8 **Utilization of Small Business Concerns** (Oct 2000). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- 52.222-1 **Notice to Government of Labor Disputes** (FEB 1997). "Contracting Officer" shall mean Buyer.
- 52.222-26 **Equal Opportunity (subparagraph (b)(1) through (11))** (APR 2002).
- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans** (Dec 2001). This clause applies only if this contract exceeds \$25,000.
- 52.222-36 **Affirmative Action for Handicapped Workers** (JUN 1998). This clause applies only if this contract exceeds \$10,000.
- 52.222-39 **Notification of Employee Rights Concerning Payment of Union Dues or Fees** (DEC 2004). Include the substance of this clause in every contract that exceeds the simplified acquisition threshold.
- 52.242-15 **Stop Work Order** (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.
- 252.225-7014 **Preference for Domestic Specialty Metals** (MAR 1998), Alternate I (MAR 1998).
- 252.247-7023 **Transportation of Supplies by Sea** (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.
- 252.247-7023 **Transportation of Supplies by Sea, Alt III** (MAY 2002).

4. **ADDITIONAL PROVISIONS IN FULL TEXT**

H-905 PERSONNEL QUALIFICATIONS

The contract personnel (contractor and subcontractor) qualification standards are as follows: The Contractor shall use personnel who possess more than three years of current directly related experience and a degree in a directly related discipline for work on this contract. Specifically, all engineering and scientific skill categories require a minimum of a 4-year degree from an accredited college or university in a directly related discipline. Additionally, all technician categories require a minimum of a 2-year degree in a directly related discipline. Clerical skill categories are exempt from these requirements. On a task by task basis, equivalent qualification standards can be substituted for these standards when approved in advance by the Contracting Officer. The PCO may audit personnel qualification for compliance at any time.

H-910 ORGANIZATIONAL CONFLICT OF INTEREST (IA W FAR 9.505)

(a) The contractor may gain access to proprietary information of other Companies during contract performance. To prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions, the contractor shall be restricted as follows. The contractor agrees to:

- (1) Protect other company's proprietary information from unauthorized use or disclosure for as long as it is considered proprietary by the other company,

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- (2) Refrain from using the proprietary information for any purpose other than that for which it was furnished,
- (3) Enter Company-to-Company agreements as necessary to comply, and
- (4) Furnish copies of these agreements to the contracting officer for information purposes.

These agreements are not intended to protect information that is available to the Government or to the contractor from other sources and furnished voluntarily without restriction.

(b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work related to this contract, unless excused in writing by the contracting officer.

(c) The following descriptions or definitions apply:

- (1) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, computer software, classified information, and sensitive financial information that may appear in cost and pricing data.
- (2) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

(d) Associate Contractor Agreements may be required on an "as needed" basis.