

**CUSTOMER CONTRACT REQUIREMENTS**  
**56530 - Multifunctional Syntactic Metal Matrix Composites for Structural Thermal Protection System (TPS)**  
**CUSTOMER CONTRACT SAG3080-1 (PO 10885)**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

**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.

**52.215-19 Notification of Ownership Changes** (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

**52.219-28 Post-Award Small Business Program Representation** (JUL 2013). 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."

**52.222-35 Equal Opportunity for Veterans.** (OCT 2015). This clause applies if this contract is \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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

**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.

**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.

**252.227-7038 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.

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

**SAG3080-1 Foreign Nationals .**  
**FOREIGN NATIONALS**

*\* For the purposes of this clause, these requirements below apply to Sellers and Seller subcontractors, however any communications to the Contracting Officer are to be submitted through the Buyer.\**

Prior review of Foreign Nationals to perform on this contract, at either the prime or sub-contract level, is required by the

USG Contracting Officer. This review does not grant an exception to U.S. export law(s) and the contractor is responsible for obtaining necessary export licenses. Foreign nationals (also known as Foreign Persons) means any person who is NOT:

- a. a citizen or national of the United States; or
- b. a lawful permanent resident; or
- c. a protected individual as defined by 8 U.S.C. 1324b(a) (3).

"Lawful permanent resident" is a person having the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws and such status not having changed.

"Protected individual" is an alien who is lawfully admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence under 8 U.S.C. 1160(a) or 8 U.S.C. 1255a(a) (1), is admitted as a refugee under 8 U.S.C. 1157, or is granted asylum under Section 8 U.S.C. 1158; but does not include (i) an alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) an alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the alien can establish that the alien is actively pursuing naturalization, except that time consumed in the Service's processing the application shall not be counted toward the 2-year period.

This clause does not apply to U.S. persons, including U.S. citizens and lawful permanent residents.

The use of foreign nationals in the performance of this contract requires the contractor to provide by letter, addressed to the contracting officer, the following:

- (a) Method Foreign National will be utilized, i.e., as a subcontractor or as an employee of the contractor.
- (b) If a subcontractor, identify company, country of origin, and tasks to be performed, and provide employer's verification of work authorization.
- (c) If a company employee, identify country of origin and tasks to be performed, and provide employer's verification of work authorization.
- (d) In either case (items band c above) identify the technology involved and what type information, Classified, Controlled Unclassified Information (CUI), or Unclassified, will be released to the Foreign National to enable satisfactory performance on the contract.
- (e) If the contractor currently possesses a munitions export license to export the data to Foreign Nationals (whether the Foreign National is an employee of the company or a subcontractor) provide the license number.
- (f) Provide justification as to why the Foreign National is needed to perform the contract.
- (g) Company point of contact name and phone number.

The above clause shall not flow down to subcontracts with Universities. The following replacement text shall be inserted into subcontracts with Universities:

Prior notice of the use of Foreign Nationals to perform on this prime contract at the University subcontract level must be provided through the Prime Contractor to the Contracting Officer. This notice does not grant an exception to U.S. Export Law(s) and the Contractor and/or Subcontractor are responsible for obtaining necessary Export Licenses.

Prior notice shall be provided by the Subcontractor, through the Prime Contractor, to the Contracting Officer, by letter addressed to the Contracting Officer, containing the following:

- (a) Individual's Name;
- (b) Country of Origin;
- (c) Tasks to be performed; and,
- (d) Employer's verification of work authorization.