



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

u>CLAUSE 902 (10/01/96)

DASG60-94-C-0001

MATERIALS AND STRUCTURES TECHNOLOGY

DEVELOPMENT PROGRAM

(a) 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" shall mean Seller.

(1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985)

(2) 52.203-7 Anti-Kickback Procedures (OCT 1988) [excluding subparagraph (c)(1)]. 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.

(3) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990). This clause applies only if this contract exceeds the FAR small purchase limitation. 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 or recover from Seller the amount of the reduction.

(4) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

(5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990). 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 Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

(6) 52.204-2 Security Requirements (APR 1984) (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified material is required.

(7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

(8) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.

(9) 52.215-2 Audit -- Negotiation (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.

- (10) 52.215-26 Integrity of Unit Prices (APR 1991) [excluding paragraph (c)]
- (11) 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989). This clause applies only if under this contract certified cost or pricing data is required and preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (12) 52.215-30 Facilities Capital Cost of Money (SEP 1987). This clause applies only if Seller includes facilities capital cost of money as a proposed cost of this contract.
- (13) 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987). This clause applies only if Seller did not include facilities capital cost of money as a proposed cost of this contract.
- (14) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB)(JUL 1991). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (15) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (16) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- (17) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (18) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- (19) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
- (20) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
- (21) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (22) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984). This clause applies only if this contract is for \$10,000 or more.
- (23) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (24) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988). This clause applies only if this contract is for \$10,000 or more.
- (25) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (26) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)

(27) 52.227-1 Authorization and Consent (APR 1984) and Alternate I (APR 1984)

(28) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds the FAR small purchase limitation. A copy of each notice sent to the Government will be sent to Buyer.

(29) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)

(30) 52.244-5 Competition in Subcontracting (APR 1984)

(31) 52.245-2 Government Property (DEC 1989)

(32) 52.246-23 Limitation of Liability (APR 1984)

(33) 52.246-25 Limitation of Liability -- Services (APR 1984). This clause applies only if this contract exceeds \$25,000.

(34) 52.247-63 Preference for U.S. - Flag Air Carriers (APR 1984)

(35) 52.251-1 Government Supply Sources (APR 1984)

(36) 52.253-1 Computer Generated Forms (JAN 1991)

(b) 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" shall mean Seller.

(1) 252.203-7001 Special Prohibition on Employment (APR 1993) [Excluding paragraph (g)]. This clause applies only if this contract exceeds \$25,000.

(2) 252.204-7003 Control of Government Personnel Work Product (APR 1992)

(3) 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)

(4) 252.209-7000 Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991). This clause applies only if this contract exceeds the FAR small purchase limitation and is not for commercial or commercial-type products (see FAR 11.001).

(5) 252.215-7000 Pricing Adjustments (DEC 1991)

(6) 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1993)

(7) 252.225-7026 Reporting of Contract Performance Outside the United States (APR 1993). This clause applies only if this contract exceeds \$100,000 and is not for commercial items as defined in DFARS 211.7001.

(8) 252.227-7013 Rights in Technical Data and Computer Software (OCT 1988). This clause applies only if the delivery of data is required or where computer software may be originated, developed or delivered under this contract.

(9) 252.227-7018 Restrictive Markings on Technical Data (OCT 1988). This clause applies only if the delivery of data is required by this contract.

- (10) 252.227-7029 Identification of Technical Data (APR 1988)
- (11) 252.227-7030 Technical Data - Withholding of Payment (OCT 1988). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of data is required under this contract.
- (12) 252.227-7031 Data Requirements (OCT 1988). Modified to delete "DD Form 1423 (Contract Requirements List)" and to substitute "Data Requirements List" in lieu thereof.
- (13) 252.227-7036 Certification of Technical Data Conformity (MAY 1987)
- (14) 252.227-7037 Validation of Restrictive Markings on Technical Data (APR 1988). This clause applies only if the delivery of data is required under this contract.
- (15) 252.247-7023 Transportation of Supplies by Sea (DEC 1991). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (16) 252.247-7024 Notification of Transportation of Supplies by Sea (DEC 1991). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer.
- (17) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.
- (18) 252.251-7000 Ordering From Government Supply Sources (DEC 1991)

(c) Public Release of Information

- (1) The policies and procedures outlined herein apply to information submitted by Seller and its lower-tier subcontractors for approval of public release. Classified or unclassified information for use at classified or internal meetings will be cleared as shown in the Department of Defense Industrial Security Manual.
- (2) All public information materials prepared by Seller must be submitted to Buyer for clearance prior to release. These materials include, for example, technical papers and responses to new queries which relate to Seller's work under this contract.
- (3) Once information has been cleared for public release, it does not have to be cleared again for later use. The information must be used in its originally cleared context.
- (4) All material to be cleared shall be sent to:

McDonnell Douglas Aerospace

5301 Bolsa Avenue

Huntington Beach, CA 92647

Attention: Buyer Purchasing Representative

Lower-tier subcontractor proposed public releases must be submitted for approval through Seller to Buyer.

(5) Seller shall submit the material proposed for public release to Buyer by a letter of transmittal which states: (i) to whom the material is to be released; (ii) the desired date for public release; (iii) that the material has been reviewed and approved by officials of Seller, or lower-tier subcontractor, for public release; and (iv) the applicable contract number.

(6) Eight (8) copies of each item, including written material, photographs, drawings, dummy layouts and the like must be submitted at least eight (8) weeks in advance of the proposed release date.

(7) The items submitted must be complete. Photographs must have captions.

(8) Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of material cannot be given on the basis of abstracts.

(9) Outlines or rough drafts will not be cleared.

(d) Distribution Control of Technical Documents

(1) The following terms applicable to this clause are defined as follows:

(i) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(ii) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(iii) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

(2) Except as may otherwise be set forth in the Subcontract Data Requirements List (SDRL), (i) the distribution of any technical document prepared under this contract in any stage of development or completion, is prohibited without the approval of Buyer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(i) Distribution Statement F - Further dissemination only as directed by the U.S. Army Strategic Defense Command, ATTN: CSSD-IM-PA, P.O. Box 1500, Huntsville, AL 35807-3801, 01 Apr 85, or higher DoD authority.

(ii) 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 Executive Order 12470. Violation of these export laws are subject to severe criminal penalties.

(iii) Destruction Notice - For classified documents, follow the procedures in DOD 5200.22-M, Industrial Security Manual, Chapter 5, Section F, or DoD f5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

(3) As a part of the review of preliminary or working draft technical documents, the Government will determine if a

distribution statement less restrictive than Statement F specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

(e) Availability of Seller Records

(1) Upon request by Buyer, Seller shall make available, in a timely manner, to Buyer and the Contracting Officer or an authorized representative of the Contracting Officer (who is an employee of the United States or a member of the Armed Forces), records of the contract and of end items under the contract for:

(i) The proposed, negotiated, and incurred costs and related profit or fee;

(ii) bills of material; and

(iii) work measurement system data (and any revision to such data), including standard hours of work content. These work measurement system data are those generated from time standard setting, time monitoring, and variance analysis, produced for such purposes as planning, cost estimating, and productivity improvement. This availability includes access to proposed and negotiated work measurement system data (and revision to such data).

(2) Nothing in this clause shall require Seller to collect or maintain additional data not otherwise collected or maintained nor to maintain data in a form or manner different from that in which Seller maintains such data.

(3) Any data covered by this clause shall be available for review until three years after final payment under this contract.