

CUSTOMER CONTRACT REQUIREMENTS
57825-Topology Optimized Near-Net Performs for Machining (FY20 MAI Type II)
CUSTOMER CONTRACT 2021-403 A0-11

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

2021-403 A0-11 Special Provisions .
Information Regarding Non-US Citizens Assigned to this Project

- a. Seller employees requiring access to Military Bases or facilities, and/or access to U.S. Government Information Technology (IT) networks in connection with the work on this agreement must be U.S. citizens. For the purpose of base and network access, possession of a permanent resident card ("Green Card") does not equate to U.S. citizenship. This requirement does not apply to foreign nationals approved by the U.S. Department of Defense or U.S. State Department under international personnel exchange agreements with foreign governments. Any waivers to this requirement must be granted in writing by the Grant Officer prior to providing access. The above requirements are in addition to any other agreement requirements related to obtaining a Common Access Card (CAC).
- b. For purposes of paragraph (a) above, if an IT network/system does not require AFRL to endorse an application to said network/system in order to gain access, the organization operating the IT network/system is responsible for controlling access to its system. If an IT network/system requires an U.S. Government sponsor to endorse the application in order for access to the IT network/system; AFRL will only endorse the following types of applications; consistent with the requirements above:
 - i. Seller employees who are U.S. citizens performing work under this agreement.
 - ii. Seller employees who are non-U.S. citizens and who have been granted a waiver. Any additional access restrictions established by the IT network/system owner apply.

Foreign Participation:

Foreign Nationals (FN) can be employed by the Seller; however, FNs will be limited to Public Domain information unless the Seller has obtained the proper License of Technical Assistance Agreement that authorizes disclosure of CMI and/CUI to foreign entities pursuant to the Department of State's ITAR or Department of Commerce's EAR.

Public Domain information is defined as information that is releasable to the general public and sometimes referred to as open source material.

Data Rights (MAR 2015)

- (a) The Seller hereby grants to the U.S. Government a royalty free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display, or disclose any data for Government purposes.
- (b) The Seller is responsible for affixing appropriate markings indicating rights on all data delivered under the agreement. The Government will have unlimited rights in all data delivered without markings.
- (c) Definitions
 - 1) "Unlimited Rights" means rights to use, modify, reproduce, perform, display, release, or disclose data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize other to do so,
 - 2) "Government Purpose Rights" means rights to
 - a. Use, modify, reproduce, release, perform, display, or disclose data within the Government without restriction for U.S. government, but not commercial purposes, and

- b. Release or disclose data outside the Government and authorize persons to whom release or disclosure been made to use modify, reproduce, perform, display, or disclose that data for U.S. government purpose (but not for commercial purposes). ["Commercial purposes" means purposes other than those for which the Government is the end user of the item resulting from the use, modification, reproduction, performance, display, or disclosure of the data by the Government.] Any release or disclosure of such data outside the Government shall be subject to a prohibition on the use, modification, reproduction, release, performance, display, or disclosure of such data for commercial purposes and subject to a requirement that the Seller asserting the restriction is notified of such use, modification, reproduction, release, performance, display, or disclosure and made a third party beneficiary with full rights of enforcement.
- 3) "Limited Rights" means rights to use, modify, reproduce, release, perform, display, or disclose data, in whole or in part, within and by the Government. The Government may not without the written permission of the party asserting limited rights, release or disclose the data outside the Government, permit the data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use of reproduction of the data by persons outside the Government if reproduce release or disclosure or use is
 - a. Necessary for emergency repair and overhaul; or a release or disclosure of data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluation or informational purposes; and
 - b. Subject to a prohibition on the further reproduction, release, performance, display, disclosure, or use of data and the Seller asserting the restriction is notified of such reproduction, release, disclosure, or use.
- 4) "Restricted Rights" apply only to noncommercial computer software and mean the Government's rights to -
 - a. Use a computer program with one computer at a time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by the contract;
 - b. Transfer a computer program to another Government agency without the further permission of the Seller or if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this Article.
- 5) Make the minimum number of copies of the computer software required for safekeeping (archive)
- 6) Modify computer software provided that the Government may-
 - a. Use the modified software only as provided in paragraphs 4)(i) and (ii) and
 - b. Not release or disclose the modified software except as provided in paragraph 4)(ii).
- 7) The Seller shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

Operations Security (OPSEC) Requirements

Seller shall participate in all activities associated with the disciplines of the organization's Industrial Security, Information Security, Personnel Security, Operations Security (OPSEC), Antiterrorism and Program Protection programs. These are required in an effort to reduce program vulnerability from successful adversary collection, exploitation of critical information, and violations of export control requirements. The Seller shall ensure that all sub-tier suppliers, if applicable, conform to these requirements as required by the Seller.

2.

Customer Contract Requirements (Direct Commercial Sales)

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated below. In all of the following clauses, "Contractor" and "Offeror" mean Seller. Certain clauses below may be deemed inapplicable if the parts being purchased under this Contract previously had commercial item determinations (CIDs) completed and approved for identical parts.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018). In paragraph (c) (1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c) (2) to Buyer.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

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

252.209-7010 Critical Safety Items (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: Items delivered under the Contract are considered critical safety items if they have previously been designated as critical safety items under a prior contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

252.223-7003 Change in Place of Performance-Ammunition and Explosives (DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223-7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer, which shall be obtained through Buyer.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.

252.225-7001 Buy American and Balance of Payments Program (DEC 2017). 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 Certain Items from Communist Chinese Military Companies. (DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

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. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain 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)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

252.225-7011 Restriction on Acquisition of Supercomputers (JUN 2005).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2017).

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.

252.225-7025 Restriction on Acquisition of Forgings (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

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

252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program-Basic (DEC 2017). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

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." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

252.246-7008 Sources of Electronic Parts (MAY 2018). 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).