

**CUSTOMER CONTRACT REQUIREMENTS**  
**GOES-R**  
**CUSTOMER CONTRACT A000100801**

**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.

**52.203-8 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.

**52.203-12 Limitation on 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. 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** (DEC 2008). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

**52.203-14 Display of Hotline Poster(s)** (DEC 2007). This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or 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.

**52.204-9 Personal Identity Verification of Contractor Personnel.** (SEP 2007). 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.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (SEP 2006). 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.

**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** (MAR 2009). This clause applies 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 and (iii) is cost-reimbursement, incentive, time-and-materials, labor-hour or price redeterminable type or any combination of these for which cost or pricing data are required or for which Buyer is required to furnish reports to the Government in accordance with paragraph (e) of this clause.

**52.215-11 Price Reduction for Defective Cost or Pricing Data -- Modifications** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 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."

**52.215-13 Subcontractor Cost or Pricing Data -- Modifications** (OCT 1997). 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 (c) 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)."

**52.215-14 Integrity of Unit Prices** (OCT 1997). 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. This clause does not apply to 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** (OCT 2004). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

**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 Cost or Pricing Data or Information Other Than Cost and 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.

**52.219-8 Utilization of Small Business Concerns** (MAY 2004).

**52.219-9 Small-Business Subcontracting Plan** (APR 2008). This clause applies only if this contract exceeds \$550,000 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 the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans. As required by subparagraph (d)(10)(v), the following information is provided: (1) the prime contract number is A000100801; (2) Buyer's DUNS number is \_\_\_\_\_, and (3) the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISR reports is (contact Buyer's Authorized Procurement Representative).

**52.219-9 Small-Business Subcontracting Plan Alternate II** (OCT 2001). This clause applies only if this contract exceeds \$500,000 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.

**52.222-20 Walsh-Healey 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** (MAR 2007).

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (SEP 2006). This clause applies only if this contract exceeds \$100,000.

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (SEP 2006). This clause applies only if this contract exceeds \$100,000.

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees** (DEC 2004).

**52.222-50 Combating Trafficking in Persons** (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

**52.223-14 Toxic Chemical Release Reporting** (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).

**52.225-1 Buy American Act- Supplies** (FEB 2009).

**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 will be sent to Buyer.

**52.227-14 Rights in Data--General Alternate II** (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

**52.227-14 Rights in Data--General Alternate III** (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, 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** (DEC 2007).

**52.227-22 Major System-Minimum Rights** (JUN 1987).

**52.230-6 Administration of Cost Accounting Standards** (MAR 2008). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, or H004 is included in this contract.

**52.234-1 Industrial Resources Developed Under Defense Production Act Title III** (DEC 1994).

**52.234-4 Earned Value Management System** (JUL 2006). 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.

*(Note: Applicable to Cost Reimbursement Subcontracts only)*

**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** (MAR 2009).

**52.245-1 Government Property** (JUN 2007). This clause applies only 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. Paragraph (h)(1) is deleted and replaced by the following: Seller assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to Seller as Government-furnished property. However, Seller is not responsible for reasonable wear and tear to Government Property or for Government property properly consumed in performing this contract. If the contract incorporates Boeing General Provision GP4, the Government-Owned Property article in GP4 is hereby deleted.

**52.247-67 Submission of Transportation documents for Audit** (FEB 2006). (a) (2) is deleted. Documents shall be submitted to as specified elsewhere in this contract.

**52.248-1 Value Engineering** (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.

**52.253-1 Computer Generated Forms** (JAN 1991).

**2. 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** (DEC 2008). This clause applies only if this contract is in excess of \$5,000,000 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.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (SEP 2006). 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.

**52.219-8 Utilization of Small Business Concerns** (MAY 2004).

**52.222-26 Equal Opportunity** (MAR 2007).

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (SEP 2006). This clause applies only if this contract exceeds \$100,000.

**52.222-36 Affirmative Action For Workers With Disabilities** (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).

**52.222-50 Combating Trafficking in Persons** (FEB 2009). In paragraph (d), the term “Contracting Officer” means Buyer, and in paragraph (e), the term “the Government” means Buyer.

**52.244-6 Subcontracts for Commercial Items** (MAR 2009).

**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.

**3. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order**GOES-R GS Security Control Requirements:**

In order to maintain the certification and accreditation (C&A) of the GOES-R GS Contractor Portal, and to ensure compliance with clause C.4 1352.239-73 of the GOES-R GS contract, the following security requirements are applicable:

- All personnel performing under this contract shall have completed initial IT security orientation training in DOC/NOAA IT Security policies, procedures, computer ethics, and best practices. Annually thereafter, all personnel shall complete annual refresher training.
- PCs/workstations used in the performance of work under this contract shall:
  - o Use a combination of security software, such as antivirus and antispyware software, personal firewalls, spam and Web content filtering, and popup blocking, to stop most attacks, particularly malware;
  - o Restrict who can use the PC/workstation by having a separate standard user account for each person, assigning a unique password to each user account, using the standard user accounts for daily use, and protecting user sessions from unauthorized physical access;
  - o Regularly apply updates to the operating system and primary applications, such as Web browsers, email clients, instant messaging clients, and security software;
  - o Have unneeded networking features (i.e., peer-to-peer software) disabled and have wireless networking securely configured;
  - o Have primary applications configured to filter content and stop other activity that is likely to be malicious;
  - o Install and use only known and trusted software;
  - o Install and use only properly licensed software;
  - o Enforce session locking, which prevents access to the PC/workstation after it has been idle for a period of time (15 minutes) or permits the user to lock a session upon demand;
  - o Be physically secured by using cable locks or other deterrents to theft;
  - o Use FIPS 140-2 certified encryption to encrypt files stored on the PC/workstation and any removable media;
  - o Back up information stored on the PC/workstation to a location controlled by your organization;
  - o Destroy information when it is no longer needed;
  - o Have remote access software configured based on the GOES-R GS Contractor Portal requirements and recommendations;
  - o Be securely configured using the Harris provided INF files, which will be verified by the GOES-R GS Contractor Portal before access

to the Portal will be granted; and

o Have the PC/workstation security maintained on an ongoing basis, such as changing passwords regularly and checking the status of security software periodically.

• GOES-R GS networked assets and information shall be protected using the following security methods:

o Firewalls shall be used to determine whether data packets are permitted into the network, and they shall also be used to restrict access to GOES-R GS resources;

o Intrusion Detection/Protection mechanisms shall be used to detect security breaches by looking for anomalies in normal activities, by looking for patterns of activity that are associated with intrusions or insider misuse, or both;

o Security configurations shall be applied to GOES-R GS assets in accordance with the applicable Center for Internet Security (CIS) benchmark(s);

o Auditing mechanisms shall record security relevant events such as the success or failure of access attempts, and security actions taken by system administrators or security officers;

o Identification and Authentication shall be used to prevent unauthorized personnel from accessing GOES-R GS assets and information;

o Logical Access Controls shall be used to designate users who have access to GOES-R GS resources and the types of transactions and functions they are permitted to perform;

o Virus Scanning shall be used to detect and eliminate malicious code, including viruses, worms, and Trojan horses;

o Encryption shall be used to ensure that GOES-R GS data cannot be read or modified by unauthorized users; and

o Physical and Environmental Security shall be used to protect GOES-R GS assets from unauthorized access, interference, or damage, and from hazards such as fire, water, and excessive heat and humidity.

(2) Upon approval, the Contractor shall follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC IT Security Program Policy, section 6.3.1.2.

(j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

#### **H.4 ENABLING CLAUSE FOR GOES-R INTERFACE SUPPORT**

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

(b) The Contractor agrees to cooperate with GOES-R Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

(c) The Contractor further agrees to include a clause in each subcontract requiring compliance with the response and access provisions of paragraph b. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

(d) Personnel from other than the GOES-R GS Contractor or GOES-R Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

(e) This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with GOES-R Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause.

#### **H.5 EXPORT LICENSES**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

#### **H.7 1352.209-70 RESTRICTIONS ON FUTURE CONTRACTING**

(a) The contractor and its subcontractors may be prohibited from competing for or receiving a contract, as prime contractors or subcontractors at any tier:

(1) To perform systems engineering and/or technical direction work associated with the GOES-R Ground Segment services/supplies for which the offeror does not have overall contractual responsibility consistent with FAR 9.505-1, or

(2) that would place the offeror in a position to evaluate or otherwise favor its own products or services, or

(3) that would otherwise impair offeror's objectivity.

(b) The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

#### **H.8 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)**

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors (1) are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the Contractor and all subcontractors. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the Contractor has disclosed all such relevant information. The Contractor agrees it shall make an immediate and full disclosure in writing to the Contracting Officer of any potential or actual organizational conflicts of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage (hereinafter facts to be disclosed). If such potential or actual organizational conflict of interest or facts to be disclosed could concern both NOAA and NASA under the GOES-R Program, the Contractor agrees to make the immediate and full disclosure, specified in this subsection (c), to both the Contracting Officer and the cognizant NASA Contracting Officer. Such

disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(e) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the Contractor fails to disclose facts pertaining to the existence of potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) Subcontracts. The Contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

**DG133E-09-CN-0094 Page - 18 (g) Prime Responsibilities.** The Contractor shall obtain from its subcontractor or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. The Contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the Contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the Contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the Contractor agrees the Contractor may be required to eliminate the subcontractor from its team, at the Contractor's own risk.

(h) Waiver. 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, the Contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer including a full written description of the requested waiver and the reasons in support thereof.

(i) Organizational Conflict of Interest (OCI) Plan. The Contractor, its subcontractors, consultants, and, as appropriate, any other business entity, agree to follow the OCI Plans attached herewith as Attachment 18. The Contractor, its subcontractors, consultants, and, as appropriate, any other business entity agree to modify such Attached OCI Plans, as determined by the Contracting Officer, to address any apparent, potential, and/or actual OCIs during the term of this contract.

#### **H.9 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)**

(a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.