

**CUSTOMER CONTRACT REQUIREMENTS**  
**CSAR-X**  
**CUSTOMER CONTRACT FA8629-07-C-2350**

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 \$100,000.

**52.203-6 Restrictions on Subcontractor Sales to the Government (Oct 1995) Alternate I (Oct 1995) .** This clause applies only if this contract exceeds \$100,000..

**52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (Jul 1995) .** 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. 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.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2003) .** 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 the threshold set forth in FAR 15.403-4 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.".

**52.215-12 Subcontractor Cost or Pricing Data** (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 (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 "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 (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** (Oct 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 Other Than Pensions (PRB)** (Jul 2005) . 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.

**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. In paragraph (c), "Contracting Officer" shall mean Buyer. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS.

**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) .

**52.222-35 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.

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees** (Dec 2004) . This clause applies only if this contract exceeds \$100,000.

**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).

**52.225-1 Buy American Act - Supplies** (Jun 2003) . This clause does not apply if this contract is placed under a Department of Defense contract.

**52.225-13 Restrictions on Certain Foreign Purchases** (Feb 2006) .

**52.227-1 Authorization and Consent** (Dec 2007) .

**52.227-1 Authorization and Consent (DEC 2007), Alternate I** (Apr 1984) .

**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.

**52.227-10 Filing of Patent Applications - Classified Subject Matter** (Dec 2007) .

**52.228-5 Insurance - Work on a Government Installation** (Jan 1997) . Seller shall provide and maintain insurance as set forth in this contract.

**52.229-9 Taxes - Cost Reimbursement Contracts with Foreign Governments** (Mar 1990) .

**52.230-6 Administration of Cost Accounting Standards** (Mar 2008) . Add "Buyer and the" before "CFAO" in paragraph (m). This provision 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) .

**52.237-2 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.

**52.242-15 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.

**52.242-15 Stop Work Order (Aug 1989), Alternate I** (Apr 1984) . Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer. In the first sentence of Alternate I, "the Termination clause of this contract" is modified to read "the Termination/Cancellation clause of this contract."

**52.244-5 Competition in Subcontracting** (Dec 1996) .

**52.244-6 Subcontracts for Commercial Items** (Mar 2007) .

**52.245-1 Government Property** (Jun 2007) . This clause applies only if Government property is acquired or furnished for contract performance.

**52.245-1 Government Property (Jun 2007) DEVIATION, Alternate I** (Jun 2007) . This clause applies only if Government property is acquired or furnished for contract performance. Per DEVIATION 2007-O0012, the definition of plant equipment is deleted, and the second sentence in the definition of real property is modified to read: "It does not include foundations and other work necessary for installing personal property."

**52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit** (Feb 2006) .

**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. 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.

**252.203-7001 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.

**252.211-7000 Acquisition Streamlining** (Dec 1991) . This clause applies only if this contract exceeds \$1 million.

**252.211-7003 Item Identification and Valuation** (Jun 2005) . 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, set forth elsewhere in this contract; or if not so stated, then the Seller shall 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 \$650,000.

**252.219-7003 Small Business Subcontracting Plan (DoD Contracts)** (Apr 2007) .

Except paragraph (g) which is hereby deleted.

**252.223-7001 Hazard Warning Labels** (Dec 1991) . This clause applies only if Seller delivers hazardous material under this contract.

**252.223-7002 Safety Precautions for Ammunition and Explosives** (May 1994) . This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

**252.223-7003 Change in Place of Performance - Ammunition and Explosives** (Dec 1991) . This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.

**252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives** (Sep 1999) .

This clause applies only if (1) this contract, or a subcontract at any tier, is for the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E) or (2) AA&E will be provided to Seller, or to a subcontractor at any tier, as Government-furnished property. "Arms, ammunition, and explosives (AA&E)" means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

Nomenclature, National Stock Number, Sensitivity Category: 'Fire Engine Extinguishers, NSN (NINN) 1377-00-0428 or 1377-00-352-9645, Class A per MIL-PRF-23659; Fuel Jettison Container, NSN (NINN) need to clarify, Class A per MIL-PRF-23659 Other Block 0 items, Rescue Hoist, Flare/Chaff Dispenser, Machine Gun (M2/GAU-18 (12.7mm), M134/GAU-2B (7.62mm); Block 10 items - Fire Engine Extinguishers, Cargo Hoist, Rescue Hoist, Fuel Jettison Container, Flare/Chaff Dispenser, Machine Gun XM307 (25mm) and XM312 (12.7mm), ATG and ATA Missiles, Semi-Active Laser (SAL) Hellfire, FIM 92 Stinger'

**252.225-7001 Buy American Act and Balance of Payment Program.** (Jun 2005) .

**252.225-7002 Qualifying Country Sources as Subcontractors** (Apr 2003) .

**252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission After Award** (May 2007) . The term "Contractor" in paragraph (b) and the term "Contracting Officer" in paragraphs (c) and (d) means "Buyer." This clause applies only if this contract exceeds \$550,000.

**252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States** (May 2007) . This clause applies only if this contract exceeds \$550,000 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** (Mar 2008) .

**252.225-7013 Duty-Free Entry** (Oct 2006) . 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. See Section 5 for the information required by paragraph (j)(3) of this clause.

**252.225-7014 Preference for Domestic Specialty Metals** (Jun 2005) .

**252.225-7014 Preference for Domestic Specialty Metals (Jun 2005), Alternate I** (Apr 2003) . This clause applies only if this contract is for non-commercial items.

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (Mar 2006) .

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.

**252.225-7033 Waiver of United Kingdom Levies** (Apr 2003) .

**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.

Para (d). Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: 'HQ AFSFC/SFPT-Phone number AC 210-671-0927/0928. DSN 473-0927/0928.'

**252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns** (Sep 2004) . This clause applies only if this contract exceeds \$500,000.

**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) .

**252.227-7019 Validation of Asserted Restrictions - Computer Software** (Jun 1995) . This clause applies only if computer software may be originated, developed, or delivered under this contract.

**252.227-7026 Deferred Delivery of Technical Data or Computer Software** (Apr 1988) . This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.

**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.

**252.227-7037 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) .

- 252.232-7004 DoD Progress Payment Rates** (Oct 2001) . This clause applies if progress payments are authorized under this contract.
- 252.235-7003 Frequency Authorization** (Dec 1991) . This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
- 252.235-7003 FREQUENCY AUTHORIZATION** (Dec 1991) - **Alternate 1** (Aug 2008) .
- 252.239-7000 Protection Against Compromising Emanations** (Jun 2004) . This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract.
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services** (Dec 1991) . This clause applies only if this contract requires securing telecommunications.
- 252.242-7002 Earned Value Management System** (Mar 2005) . This clause applies only if it is indicated elsewhere in this contract that Seller must use an earned value management system (EVMS)..
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (Jan 2007) .
- 252.245-7001 Reports of Government Property** (May 1994) . Seller will provide information that the Buyer may require to complete Buyer's annual report.
- 252.246-7003 Notification of Potential Safety Issues** (Jan 2007) .
- This clause applies only if this subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.
- 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 (May 2002) - Alternate III (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."

**252.249-7002 Notification of Anticipated Contract Terminations or Reduction (Dec 2006)** . This clause applies only if this contract is \$550,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

**3. 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:

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

This clause applies only if this contract offers further subcontracting opportunities. If this contract exceeds \$550,000 (\$1,000,000 for construction of any public facility) and Seller is not a small business concern, Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

**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.

**252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) & Alternate I (Apr 2003)** .

**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.

**4. Cost Accounting Standards.**

(1) (Applicable if this contract incorporates clause H001) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated October 2008.

(2) (Applicable if this contract incorporates clause H002) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by H002 is the version dated October 2008.

(3) (Applicable if this contract incorporates clause H003) The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, is the version dated October 2008.

(4) (Applicable if this contract incorporates clause H007) The version of FAR 52.230-4, Disclosure and Consistency of Cost Accounting Standards for Contracts Awarded to Foreign Concerns, is the version dated October 2008.

**5. The following prime contract special provisions apply to this purchase order:**

**ASC/LUK--H014 ACCESS TO DATA (Aug 2005)**

The contractor agrees to provide the CSAR-X program, or representatives thereof, access to all data used for the contractor's design/manufacture/certification of the CSAR-X aircraft. This data shall include existing commercial/non developmental item data to include detailed production/manufacturing drawings or FAA type or other certification data. The access to this data will be for the purposes of addressing technical issues/changes that may occur during the performance of the CSAR-X contract. The data shall be made available at the contractors locations.

This access will not affect the contractor's existing data rights. The Government may not copy, duplicate or remove the data without the permission of the contractor. Any data that is copied, duplicated or removed shall include the appropriate restrictive markings to clearly state the potential proprietary nature

of the data and indicate any data rights or licenses the Government may have to use the data.

(End of Clause)

**H063 CONTRACTOR IDENTIFICATION (Feb 2003)**

(a) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with contractor supplied

signs, name plates or other identification, showing that these are work areas for contractor or subcontractor personnel.

**SOFTWARE NECESSARY FOR DEPOT LEVEL MAINTENANCE (Apr 2006)**

- a. Definitions. As used in this special contract requirement
  1. The term “depot level maintenance” as used in this contract-
    - A. Includes, but is not limited to-
      - (i) Installation, inspection, localization, isolation, disassembly, interchange, repair reassembly, alignment, and checkout; and
      - (ii) Maintenance performed on materiel requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items, and including modification, testing, and reclamation.
    - B. Does not include the manufacture of new items.
  2. Other terms are defined in the following clauses or sources:
    - A. DFARS 252.227-7013
    - B. DFARS 252.227-7014; or
    - C. DFARS 252.227-7015.
- b. Delivery Requirements. The contractor shall deliver all technical data (including computer software documentation) and computer software necessary for depot level maintenance of the entire CSAR-X weapon system.
  1. The contractor shall provide the technical data and computer software having the characteristics (e.g., content, format, and delivery medium) necessary for depot level maintenance as required by the Government. The Government will require that such technical data or computer software include-
    - A. No less information or detail than industry standard, nor less than the contractor typically requires, to perform such maintenance activities; and
    - B. Additional information or detail that is necessary for military purposes related to depot level maintenance
  2. Depot Level Maintenance Technical Data and Computer Software. The technical data (including computer software documentation) and computer software delivered, when combined with the technical data (including computer software documentation) and computer software required to be provided elsewhere in the contract, must provide a complete package of all technical data (including computer software documentation) and computer software necessary for the Government to perform depot level maintenance for the entire CSAR-X weapon system, including all systems and components without exception. This includes technical data necessary for installation and deinstallation, and disassembly and reassembly, at the lowest practicable segregable level that does not require detailed manufacturing or process information.

Examples of technical data and computer software that are needed to perform depot level maintenance include, but are not limited to, the following:

- A. Detailed airframe technical data and information
  - B. Depot level maintenance technical data and information regarding all systems, subsystems, and components;
  - C. Interface Control Documents (ICDs); and
  - D. Computer software and computer software documentation necessary to perform level maintenance on computer programs.
- c. License Rights. Pursuant to the contract clauses governing rights in technical data and computer software (DFARS 252.227-7013, 252.227-7014, and 252.227-7015), the Government is granted certain defined rights in all technical data (including computer software documentation) and computer software developed or delivered under this contract. The parties are also allowed to negotiate special license agreements, subject to certain limitations (e.g., see paragraph 2. below).
1. Identification and Assertion of Restrictions. If the Contractor (including its subcontractors or suppliers at any tier) desires to provide the Government with less than Unlimited Rights in any noncommercial technical data or noncommercial computer software, that technical data and computer software must be identified prior to award using the procedures and format required by DFARS 252.227-7017. The Contractor shall also identify and assert any restrictions for all commercial computer software and commercial technical data that is to be delivered under this contract; providing the same types of information, and using a similar format, as specified by DFARS 252.227-7017. The license rights identified in the list(s) for technical data and computer software for depot level maintenance, shall provide the Government (including its support contractors) with all rights necessary to perform depot level maintenance, including at least those minimum rights specified for these purposes in paragraph 2.B below.
  2. Government's License Rights. Subject to the rights and obligations referenced in paragraph(e), the Government shall have the following license rights:
    - A. Pursuant to the contract clauses governing the rights in technical data and computer software, the Government is granted Unlimited Rights in all technical data (including computer software documentation) that is necessary for operation, maintenance (including depot level maintenance), installation, or training. However, for such technical data or computer software related to items developed exclusively or partially at private expense, the Government is willing to accept less than Unlimited Rights in such technical data or computer software, as long as the Government obtains rights sufficient for depot level maintenance activities by the Government (including its support contractors), as specified in paragraph B below.

B. The Government shall have at least the following rights in all technical data and computer software necessary for depot level maintenance activities:

(i) For noncommercial technical data, all rights included in Limited Rights (DFARS 252.227-7013(a)(13)); and for commercial technical data, all rights specified at DFARS 252.227-7015(b)(2) and all additional rights contained in any license customarily provided to the public.

(ii) For noncommercial computer software, all rights included in Restricted Rights (DFARS 252.227-7014(a)(14)); and for commercial computer software, all rights contained in any license customarily provided to the public.

(iii) For the sole purpose of supporting any and all depot level maintenance activities for the CSAR-X weapon system, and subject to the protections in paragraph 3, the right to release or disclose such technical data or computer software outside the Government, and to authorize the recipient of such information to use, modify, release, perform, display, or disclose the technical data or computer software.

(iv) Unless authorized in writing by the party asserting restrictions on such technical data or computer software, the Government and its contractors (i.e., as recipients under paragraph (iii) above) may not use such technical data or computer software to manufacture additional quantities of any item or for any commercial purpose.

3. All contractors or other persons receiving technical data or computer software as authorized by paragraph B above shall be subject to a legal prohibition (e.g., nondisclosure agreement) against using such technical data and computer software for any purpose other than supporting the Government's depot level maintenance activities, as appropriate and authorized, on the CSAR-X weapon system.

d. Technical Data and Computer Software of Subcontractors and Suppliers. The Contractor's obligations in this H-clause shall apply to all technical data and computer software, including all technical data or computer software developed, delivered, or otherwise provided by subcontractors or suppliers at any tier, and regardless of whether the computer software or technical data is or relates to commercial items or noncommercial items. The contractor shall include these requirements in its subcontractors or other contractual or legal instruments with its subcontractors or suppliers at any tier.

e. Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract requirement limits or otherwise affects the parties' rights or obligations specified in the DFARS 252.227-7019 or DFARS 252.227-7037.

(End of Clause)

**669AESS--I001 PREFERENCE FOR DOMESTIC SPECIALTY METALS  
(DEVIATION 2008-00002) (Apr 2008)**

(a) Definitions. As used in this clause-

(1) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.

(2) "Specialty metal" means any of the following:

(i) Steel-

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of:

(A) Nickel or iron-nickel alloys that contain a total of alloying metals or other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or (iv) Zirconium and zirconium alloys.

(b) Any specialty metal delivered under this contract shall be melted or produced in the or its outlying areas.

(End of Clause)

**ALTERNATE I: (DEVIATION 2008-O0002)**

As prescribed in 225.700X-5(b), substitute the following paragraphs (a) and (b) for paragraphs (a) and (b) of the basic clause and add the following paragraphs (c) and (d) to the basic clause:

(a) Definitions. As used in this clause-

(1) "Assembly" means an item forming a portion of a system or subsystem that can be provisioned and replaced as an entity and which incorporates multiple, replaceable parts.

(2) "Commercial derivative military article" means an item procured by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.

(3) "Commercially available off-the-shelf item"-

- (i) Means any item of supply, that is-
  - (A) A commercial item;
  - (B) Sold in substantial quantities in the commercial marketplace; and
  - (C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.
- (4) "Component" means any item supplied to the Government as part of an end item or of another component.
- (5) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.
- (6) "End item" means the final production product when assembled or completed, and ready for issue, delivery, or deployment.
- (7) "Produce" means the application offerees or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.
- (8) "Qualifying country" means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement.
- (9) "Required form" means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of-
  - (i) A finished end item delivered to the Department of Defense; or
  - (ii) A finished component assembled into an end item delivered to the Department of Defense.
- (10) "Specialty metal" means any of the following:
  - (i) Steel-
    - (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
    - (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;
  - (ii) Metal alloys consisting of:
    - (A) Nickel or iron-nickel alloys that contain a total of alloying metals or other than nickel and iron in excess of 10 percent; or
    - (B) Cobalt alloys that contain a total of alloying metals other than cobalt and Iron in excess of 10 percent;
  - (iii) Titanium and titanium alloys; or
  - (iv) Zirconium and zirconium alloys.

(11) "Subsystem" means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(b) Except as provided in paragraph (c) of this clause, any specialty metal incorporated in items delivered under this contract shall be melted or produced in the United States or its outlying areas or a qualify country, except for-

(1) Electronic components;

(2) (i) Commercially available off-the-shelf (COTS) items; other than

(A) COTS fasteners, unless such fasteners are incorporated into COTS end items, subsystems, assemblies, or components.

(B) Forgings or castings of specialty metals, unless such forgings or castings are incorporated into COTS end items, subsystems, or assemblies.

(C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems;

(ii) A COTS item is considered to be "offered without modification" as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.

(A) Specialty metals contained in a COTS item that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).

(B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).

(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with a COTS engine, but not the COTS engine normally provided with that aircraft.)

(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions, (e.g., An aircraft is normally sold to the public with an option for several different radios. DoD requests a military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.

(3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the

manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metals that it will purchase to carry out the production of such fasteners for all customers.

(4) Items manufactured in a qualifying country;

(5) Items for which the Government has determined in accordance with 225.700X-3 of Class Deviation 2008-00002 that specialty metal melted or produced in the cannot be acquired as and when needed in-

(i) A satisfactory quality;

(ii) A sufficient quantity; and

(iii) The required form.

(6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs \*b)(1) through (5) of this clause, if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of specialty metals in the item, as estimated in good faith by the Contractor.

(c) (1) Streamlined compliance for commercial derivative military articles. As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, in the amount determined in accordance with paragraph (c)(2) of this clause, if-

(i) This is an acquisition of commercial derivative military articles; and

(ii) The Contractor has certified in its offer in accordance with paragraph (c)(2) of this clause.

(2) Certification for streamlined compliance for commercial derivative military articles (to be submitted with offer when applicable). The offeror certifies or does not certify that prior to award it will have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-

(i) An amount equivalent to 120% of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(ii) An amount equivalent to 50% of the amount of specialty metal that is purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(3) For the purposes of the certification in paragraph (c)(2) of this clause, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metals contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military article.

(d) Unless the Contractor has certified in accordance with paragraph (c), the Contractor shall insert the substance of this clause, excluding paragraph (c) but including this paragraph (d), in all subcontracts for articles containing specialty metals.

(End of clause)

**5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY  
AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)**

**5352.223-9003 ENHANCED SECURITY OF PRODUCTS (MAY 2003)**

Identify where security requirements are specified; i.e., SOW, 'Enhanced security requirements are described in the manual for COMSEC safeguarding; National Security Agency Central Security Service (NSA/CSS) Policy Manual 3-16 for the control of Communications Security (COMSEC) Material; dated August 2, 2005 (Philadelphia site process which governs all program)