

**CUSTOMER CONTRACT REQUIREMENTS
STRUCTURAL AMORPHOUS METALS
CUSTOMER CONTRACT HR0011-06-2-0008**

CUSTOMER CONTRACT REQUIREMENTS

1. Administration and Cost Principles: Applicable to this Agreement, and incorporated herein by reference, are the requirements, standards, and provisions of the appropriate Department of Defense Grant and Agreement Regulations (DoDGARs) and OM Circulars and attachments thereto, revised as to the effective date of September 25, 2006, as listed below. For the purposes of this Article, the term “appropriate” is determined by the organizational nature of the recipient of this subcontract under Boeing’s prime contract with the Defense Advanced Research Projects Agency (DARPA) (for-profit, educational institution, nonprofit organization, state or local government).
 - a. 32 CFR part 34 “Administrative Requirements for Grants and Agreement with For-Profit Organizations”
 - b. 32 CFR part 22 “DoD Grants and Agreements – Award and Administration”
 - c. 32 CFR part 32, “Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations”
 - d. 32 CFR part 33, “Uniform Administrative Requirements for Grants and Cooperatives Agreements to State and Local Governments”
 - e. A-21, “Cost Principles for Educational Institutions”
 - f. A-87 (34 CFR 255), for state, local and Indian Tribal governments.
 - g. A-102, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations”
 - h. A-110, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations”
 - i. A-122, “Cost Principles for Non-Profit Organizations”
 - j. Subpart 31.2 of the Federal Acquisition Regulation (48 CFR 31.2), applicable to commercial firms and those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122.
 - k. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”
 - l. 45 CFR 74, Appendix E, for hospitals.
2. Audit and Access to Records:
 - a. Audit. Any Recipient that expends more than \$300,000 in one year under a Federal award shall have an audit made for that year by an independent auditor, in accordance with DODGARs §34.16. The auditor’s report shall be made available to the Defense Advanced Research Projects Agency’s Contract Management Office. The audit shall be made a part of the regularly scheduled, annual audit of the recipient’s financial statements. However, the recipient may have Federal awards separately audited, if it elects to do so unless prohibited by Federal laws or regulations.
 - b. Retention of Records. The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report in accordance with DoDGARs §34.42.
 - c. Access to Records. DoD Components, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents pursuant to DoDGARs §34.42.
3. Live Organisms:
 - a. Human Subjects. Agreement funds may NOT be used for research that uses uninformed or nonvoluntary humans as experimental subjects. The Recipient is responsible for the protection of

the rights and welfare of any human subjects involved in research, development, and related activities supported by this Agreement. The recipient agrees to comply with the Common Federal Policy for the Protection of Human subjects, codified by the Department of Health and Human Services at 45 CFR part 46 implemented by the Department of Defense at 32 CFR part 219.

- b. **Animal Welfare.** Any Recipient performing research, experimentation, or testing involving the use of animals shall comply with the rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966, as amended, (1 U.S.C. 2131-2156); and (ii) the guidelines described in National Institutes of Health Publication No. 86-23, "Guide for the Care and Use of Laboratory Animals".
4. **Transportation Preferences:**
 - a. **U.S. Flag Carriers.** Travel supported by U.S. Government funds under this Agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General's Decision B-138942. Such Act and guidelines are incorporated in the Agreement by reference.
 - b. **Cargo Preference.** The Recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7 which require that at least 50 percent, of equipment, materials, or commodities procure or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.
 5. The Recipient shall use the metric system, to the maximum extent practicable, in measurement-sensitive activities supported by this Agreement and in measurement-sensitive outputs of this Agreement.
 6. **Resource Conservation and Recovery Act:** In accordance with the Resource Conservation and Recovery Act (section 6002, Pub. L. 94-580, 42 U.S.C. 6962), State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the guidelines developed by the Environmental Protection Agency.
 7. **Restrictions on Printing:** Unless otherwise authorized in writing by the Agreements Officer, reports, data, or other written material produced using funds provided by this Agreement and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of multiple page report. These restrictions do not preclude the writing, editing, and preparation of manuscript or reproducible copy of related illustrative materials if required as a part of this Agreement, or incidental printing such as forms or materials necessary to be used by the Recipient to respond to the terms of the Agreement. To satisfy the requirements of the Defense Technical Information Center, at least one copy of each technical report submitted to the Defense Technical Information Center must be black typing or reproduction of black on white paper or suitable for reproduction by photographic techniques. Reprints of published technical articles are not within the scope of this paragraph. In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Recipient is encouraged to submit paper documents, such as letters or reports, that are printed/copied double-sided on recycled paper that has at least 30 percent post consumer material.
 8. **Acknowledgment of Sponsorship:**
 - a. The recipient agrees that in the release of information relating to this agreement, such release shall include a statement to the effect that (1) the project or effort depicted was or is sponsored by the Defense Advanced Research Projects Agency, (2) the content of the information does not

necessarily reflect the position or the policy of the Government, and (3) no official endorsement should be inferred.

- b. For the purpose of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade-association proceedings, symposia, etc.
9. Information Technology: All Information Technology (IT) under this Agreement shall be “year 2000 compliant”.

IT, as used in this part, means all computer related hardware and/or software purchased and/or developed under this Agreement.

“Year 2000 compliant”, as used in this part, means, with respect to IT, that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being acquired, properly exchanges date/time data with it.

10. Patent Rights:

- a. Small Business Concerns. Patent rights are as specified in DoDGARs §34.25(a)(1), citing 37 CFR 401.14, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, which titles and sections are incorporated herein by reference. The “Standard patent rights clause” at 37 CFR 401.14 is modified as follows: replace the word “contractor” with “recipient”; replace the words “contract” with “agreement”; delete paragraphs (g)(2), (g)(3) and the words “to be performed” by a small business firm or domestic nonprofit organization” from paragraph (L).
 - b. Other than Small Business Concerns. Patent rights are as specified in DoDGARs §34.25(a) (2), citing 35 U.S.C. 210(c) and Executive Order 12591 (3 1987 Comp., p. 220) (which codifies a Presidential Memorandum on Government Patent Policy, dated February 18, 1983.), which titles and sections are incorporated herein by reference.
11. Rights in Technical Data, Computer Software, and Copyright:
- a. Copyright. Rights are as specified in DoDGARs §34.25(b) (1) which is incorporated herein by reference.
 - b. Technical Data and Computer Software. Rights are as specified in DoDGARs §34.25(b) (2) which is incorporated herein by reference.
12. Research Involving Recombinant DNA Molecules: Any Recipient performing research involving recombinant DNA molecules and/or organism and viruses containing recombinant DNA molecules agrees, by acceptance of this award, to comply with the National Institutes of Health “Guidelines for Research Involving Recombinant DNA Molecules,” July 5, 1994 (59 FR 34496) as amended, or such later revision of those guidelines as may be published in the Federal Register.
13. Activities Abroad: Project activities carried on outside the United States are to be coordinated, as necessary, with appropriate Government authorities and appropriate licenses, permits, or approvals are to be obtained prior to undertaking proposed activities. Neither Boeing nor the awarding agency assumes responsibility for recipient compliance with the laws and regulations of the country in which the activity (ies) is (are) to be conducted.
14. Drug-Free Requirements: This agreement is subject to the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989.

CERTIFICATIONS

Acceptance of this contract is an affirmative certification by recipient to the following:

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The recipient certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions with an additional copy being submitted to Boeing.
- 3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.