

CUSTOMER CONTRACT REQUIREMENTS
EMSS DFLT Phase 1 (CLIN 0001)
CUSTOMER CONTRACT IS-17-001-109

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.

52.203-7 Anti-Kickback Procedures (OCT 2010). 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, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 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. 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 (OCT 2010). This clause applies only if this contract exceeds \$150,000. 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 (APR 2010). 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.

52.204-2 Security Requirements (AUG 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011). 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 (DEC 2010). 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. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

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

52.215-2 Audit and Records - Negotiation (OCT 2010). This clause applies only if this contract exceeds \$150,000 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. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

52.215-2 Audit and Records-Negotiation (OCT 2010) Alternate I (MAR 2009). This clause applies if this contract is funded in whole or in part with Recovery Act funds. If 52.215-2, with Alternate I applies, 52.215-2, without Alternate I is deleted. 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 Certified Cost or Pricing Data -- Modifications (OCT 2010). 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 Certified Cost or Pricing Data -- Modifications (OCT 2010). 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 2010). This clause applies except for contracts at or below \$150,000; 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 2010). 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 Post-Retirement Benefits (PRB) Other Than Pensions (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 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

52.219-8 Utilization of Small Business Concerns (JAN 2011).

52.219-9 Small-Business Subcontracting Plan (JAN 2011). This clause applies only if this contract exceeds \$650,000 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 Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10), the following information is provided: (1) the prime contract number is HC1047-12-D-4015, Task Order VC09, (2) Buyer's DUNS number is 169308921, and (3) the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISR reports is (contract Buyer's Authorized Procurement Representative).

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (SEP 2010). This clause applies if this contract is \$100,000 or more.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

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.

52.222-54 Employment Eligibility Verification (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (AUG 2011).

52.224-2 Privacy Act (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. (MAR 2008). This clause is applicable when Seller personnel performs work outside the United States in: (1) In a designated operational area during (i) Contingency operations; (ii) Humanitarian or peacekeeping operations; or (iii) Other military operations; or military exercises, when designated by the Combatant Commander; or; (2) When supporting a diplomatic or consular mission (i) That has been designated by the Department of State as a danger pay post See http://aoprals.state.gov/Web920/danger_pay_all.asp and (ii) That the Contracting Officer has indicated is subject to this clause.

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 shall be sent to Buyer.

52.227-11 Patent Rights -- Ownership by the Contractor (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

52.227-14 Rights in Data--General (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.

52.229-8 Taxes-Foreign Cost Reimbursement Contracts (MAR 1990).

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

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 (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

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. If the contract incorporates Boeing General Provision GP4, the Government-Owned Property article in GP4 is hereby deleted.

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation.

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.

252.203-7003 Agency Office of the Inspector General. (SEP 2010).

252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 60 days prior to proposed date of release.

252.215-7000 Pricing Adjustments (DEC 1991). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (OCT 2010). Except paragraph (g) which is hereby deleted.

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010). This clause applies to all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of \$1 million, except for contracts for the acquisition of commercial items, including commercially available off-the-shelf-items. Seller agrees to flow down this clause to all covered subcontractors. Seller agrees by accepting this contract that it shall not enter into, and shall not take any action to enforce, any provision of any existing agreements, as describe in paragraph (b)(1) of this clause, with respect to any of Seller's employees or independent contractors performing work for Seller related to this contract.

252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009).

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

252.225-7006 Quarterly Reporting Of Actual Contract Performance Outside The United States (OCT 2010).

252.225-7012 Preference for Certain Domestic Commodities (JUN 2010).

252.225-7013 Duty Free Entry (DEC 2009). 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. The information required by paragraph (j)(3) of this clause is available upon request.

252.225-7021 Trade Agreements (NOV 2009).

The Buy American Act restriction of this clause applies to the end items of the prime contract. If the items that you supply under this purchase contract are (1) components that are incorporated into such higher tier end items to be delivered under the prime contract, or (2) spare or replacement parts that must be acquired from the original foreign manufacturer or supplier, then your source of supply is not affected by this clause. However, in both cases you must report to the Buyer using a DD Form 2139 any foreign sources of supply for items that you deliver under this contract. If the items that you supply under this contract do not fall within one of those two categories (for example, if you are furnishing lab, test, or support equipment), and if they are not "domestic end products" as defined by this clause, then your source of supply may be affected by this clause. Report the facts to the Buyer using the DD Form 2139 and seek further guidance.

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUL 2009). This clause, including this paragraph (q), applies only if, in performance of this contract, employees of Seller are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or military exercises, when designated by the Combatant Commander.

252.225-7043 Antiterrorism/Force Protection Policy 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..

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts 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 (MAR 2011). 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 (MAR 2011). 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 (MAR 2011). 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 (JAN 2011).

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.

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (MAR 2011). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer".

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.

252.227-7038 Patent Rights—Ownership By The Contractor (Large Business) (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

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.

252.243-7001 Pricing of Contract Modifications (DEC 1991).

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (NOV 2010).

252.247-7023 Transportation of Supplies by Sea (MAY 2002). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days."

If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded. The simplified acquisition threshold is (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.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

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:

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). 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 (DEC 2010). 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. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (DEC 2010). Required in solicitations and contracts exceeding the simplified acquisition threshold.

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

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.

52.222-54 Employment Eligibility Verification (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.244-6 Subcontracts for Commercial Items (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

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. If the contract incorporates Boeing General Provision GP4, the Government-Owned Property article in GP4 is hereby deleted.

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.

252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009).

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (10 U. S. C. 2533b) .

252.225-7012 Preference for Certain Domestic Commodities (JUN 2010).

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUL 2009). This clause, including this paragraph (q), applies only if, in performance of this contract, employees of Seller are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or military exercises, when designated by the Combatant Commander.

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

252.227-7015 Technical Data -- Commercial Items (MAR 2011). This clause applies only if the delivery of data is required for commercial items 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.

252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Pub. L. 110-329, Division E, Section 108) .

252.243-7001 Pricing of Contract Modifications (DEC 1991).

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (NOV 2010).

252.246-7003 Notification of Potential Safety Issues. .**252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). .****252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). .****4. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

Inter-Party Waiver . This clause applies in the event Seller is involved in launch activities in the performance of this contract.

In the event Buyer's customer has agreed to the terms of a no-fault, no subrogation inter-party waiver of liability pursuant to the terms of Buyer's Customer's launch services agreement with respect to the NEXT Space Segment, whereby the parties to the launch services agreement agree not to make claims against each other for loss of, or damage to, property it sustains and for bodily injury or death of its own employees and to flow down the benefits of such agreement to their respective contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of the launch services agreement and, as a result, Buyer is required to extend such waiver of liability to Seller because Seller is considered to be involved in launch activities, Seller agrees to be bound by such waiver of liability and related indemnity provisions that may be contained in the launch services agreement and to cause its contractors and subcontractors at any tier (including suppliers of any kind) that are considered to be involved in launch activities in the performance of this Contract, to the extent required by the launch services agreement, to accede to such waiver. Seller shall execute and deliver any instrument that may be reasonably required by the launch services provider to evidence its agreement to be bound by such waiver and shall indemnify, defend and hold harmless Buyer and Buyer's customer, their divisions, subsidiaries, Affiliates, subcontractors, assignees of each, and their respective directors, officers, employees and agents from and against all claims and liabilities that result from Seller's failure to comply with such waiver requirement. In no event shall such no-fault, no-subrogation inter-party waiver and related indemnity provisions have any effect on the rights, obligations and liabilities of and between Seller and Buyer under this Contract. This provision shall be subject to modification, on mutually acceptable terms, to take into consideration any specific requirements of such interparty waiver of liability that may be in addition to or at variance with this paragraph as may be required by the launch services agreement once executed and delivered by the parties to the launch services agreement. In the event the launch services provider under the launch services agreement provides third party liability insurance for the benefit of Buyer's customer and its contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of the launch services agreement, Buyer's customer and Buyer shall cause the launch services provider to name Seller and its contractors and subcontractors, and the respective employees of each, in each case that are considered to be involved in launch activities in the performance of this Contract, as additional insureds under such liability insurance and to request the launch services provider to cause the insurers under such third party liability insurance to waive all rights of subrogation against Seller, its contractors and subcontractors, and the respective employees of each, in each case that are considered to be involved in launch activities in the performance of this Agreement to the maximum extent such waiver is available, if at all, in the commercial insurance market for the class of insurance.

IS-17-001-109 Special Provisions .1. 52.209-9000 Organization and Consultant Conflicts of Interest (OCCI) (Dec 2005)

- a. Seller/Bidder shall identify in its proposal, quote, or bid, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If Seller/Bidder identifies in its proposal, quote, a potential or actual conflict of interests Seller/Bidder shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to Buyer/ The OCCIP shall describe how Seller/Bidder addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.
- b. Seller/Bidder must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:
 - i. Providing systems engineering and technical direction.
 - ii. Preparing specifications or work statements and/or objectives.
 - iii. Providing evaluation services.
 - iv. Obtaining access to proprietary information.
- c. If Seller or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government and Buyer may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.
- d. OCCI Plans are required at the base contract and task order level.

2. 52.237-9001 Enterprise-wide Contractor Manpower Reporting Application (eCMRA) Reporting (Nov 2013)

Seller shall provide Buyer ALL labor hours (including subcontractor labor hours) required for the performance of services provided under this contract. Seller (and all subcontractors providing direct labor under this contract) shall report complete and accurate data for the labor executed during the period of performance during each

Government fiscal year (FY), which runs from October 1 to September 30. Seller shall report data no later than October 15 of each calendar year.

3. FAR 52.203-9100, Non-Disclosure of Sensitive and/or Proprietary Data

Seller recognizes that in the performance of this Contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers and other private or public entities. Seller agrees to use and examine this information exclusively in the performance of this Contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (A) through (D) below.

A. Indoctrination of Personnel Working Onsite at Government Facilities. Seller agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which Seller has possession of or access to the information. Seller personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The "Nondisclosure Agreement for Contractor Employees" as shown below shall be signed by all indoctrinated personnel and retained on file at Seller's facility, prior to work commencing. Seller shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

"DEFENSE INFORMATION SYSTEMS AGENCY NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES"

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

I, [print or type name], as an employee of [fill in Seller name], a subcontractor performing under contract to the Defense Information Systems Agency, pursuant to contract number HC1047-12-D- 4015, agree not to disclose to any individual, business entity or anyone within (insert name of Seller company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract:

- (1) any planning, programming, and budgeting system (PPBS) information, or
- (2) sensitive, proprietary or source selection information contained in or accessible through the this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The Contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104- 5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

(Signature of Employee)

Date

(Telephone No.)"

B. Signed Agreements.

- 1. Seller further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, Seller will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the KO. These shall be signed prior to work commencing.
- 2. In addition Seller shall be required to coordinate and exchange directly with other contractors as designated

by the Government for information pertinent and essential to performance of task orders issued under this contract. Seller shall discuss and attempt to resolve any problems between Seller and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between Seller and associate contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, Seller shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer.

C. Government Designated Contractors. Seller agrees to allow the below listed Government-designated support contractors, possessing appropriate nondisclosure agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227- 7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the KO.

List designated contractors: [None]

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed before work commences.

D. Remedy for Breach. Seller agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the Contract and that the Government may, in addition to any other remedy available, terminate the prime contract for default in accordance with the provisions of FAR 52.249-6, and Buyer may terminate the Contract in accordance with the General Provisions. Nothing in this clause or contract shall be construed to mean that the Government or Buyer shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by Seller or its subcontractors.

4. Use of Government Furnished Computers

This clause applies if Seller or Seller's subcontractors will be using Government Furnished Computers.

- a. Computers furnished under this Contract shall be used for official business only. Seller personnel shall not use computers furnished under this Contract for any use other than to perform the requirements of this Contract. Seller personnel shall not install any software on Government furnished computers unless consent is obtained from the Contracting Officer (CO) or Contracting Officer's Representative (COR).
- b. Information services available on the Government furnished computers shall only be used for official business only. Examples of information services include DISA network (DISANet), Internet, Intranet, World Wide Web, and electronic mail.
- c. Access to Government information services is granted as a privilege, and use of such services constitutes consent to monitoring. Information services use will be monitored to ensure the protection of DISA networks and information and to verify and enforce compliance with this contractual requirement.
- d. In the event Seller personnel use Government furnished computers and/or information services for other than official business, Seller shall be required to provide the Government with monetary consideration in the form of credits against the contract as determined by the CO. In addition, if requested by the CO, Seller shall be required to replace the individual who misused the Government furnished computers and/or information services within 10 working days.
- e. The following are examples of misuse of information services:
 1. Illegal, fraudulent, or malicious activities.
 2. Partisan political activity, political or religious lobbying or advocacy, or activities on behalf of organizations having no affiliation with DISA or DOD.
 3. Activities whose purposes are for personal or commercial financial gain. These activities may include chain letters, solicitation of business or services, sales of personal property.
 4. Unauthorized fundraising or similar activities, whether for commercial, personal, or charitable purposes.
 5. Accessing, storing, processing, displaying or distributing offensive or obscene material such as pornography and hate literature.
 6. Annoying or harassing another person, e.g., by sending or displaying uninvited e-mail of a personal nature or by using lewd or offensive language in an e-mail message.
 7. Using another person's account or identity without his or her explicit permission, e.g., by forging e-mail.
 8. Viewing, damaging, or deleting files or communications belonging to others without appropriate authorization or permission.
 9. Permitting any unauthorized person to access a DISA or DOD owned system.
 10. Modifying or altering the operating systems or system configuration (including the installation of software) without obtaining written authorization from the CO or COR.

5. National Emergency

- a. In the event competent authority of the United States Government determines that due to war, armed conflict, insurrection, civil or military strife, or similar conditions, the safety of Seller personnel is threatened, the parties

hereto shall negotiate an equitable adjustment to the Contract to reimburse Seller for reasonable costs incurred to retain such personnel in OCONUS deployed locations or to return such personnel and their dependents to the United States and secure replacements therefore as applicable. Seller shall make every reasonable effort to provide uninterrupted contract performance by qualified personnel.

b. Conditions stated in paragraph a. of this clause shall be met if and when the United States Department of State or any representative thereof, issues a recommendation to United States citizens, including but not limited to dependents or non-essential personnel, to leave OCONUS deployed locations. In such event, Seller may elect to retain or remove its personnel from OCONUS deployed locations, except that the United States Government may direct that Seller personnel and dependents leave OCONUS deployed locations. All additional reasonable costs resulting from such removal and replacement shall be additional costs allowable under this Contract.

c. Notwithstanding the above, local OCONUS area commanders, under whose jurisdiction the activities or responsibilities of this contract or task order resides, may suspend those activities at any time upon determination that, due to war, armed conflict, insurrection, military or civil unrest, or any other condition, the best interests of the Government so require. The parties hereto shall negotiate an equitable adjustment to the contract to reimburse Seller for any reasonable additional costs resulting from such suspension.

d. Under no circumstances will Seller/Subcontractor personnel participate or be required to participate in armed conflict or direct preparation thereof.

e. Wage/Salary Definition - "Total Wage or Salary" includes wages, salary, hazardous duty pay, and all benefits in the employee's benefit package at the time of capture and shall also include pay increases and additions to the benefit package, of the same category of employees, during any period of detention.

6. 52.239.9001 Data Information Assurance Protection (Jul 2006)

a. Seller shall protect and safeguard sensitive Government Provided Information (GFI) and data from inadvertent disclosure, misuse, display, theft, and unauthorized actions that would destroy or render the information unavailable for specific government use. Should Seller, or one of his/her employees, make any inadvertent or any unauthorized disclosure(s) or willfully participate in activities that result in detrimental harm to the protection and safeguarding of sensitive (GFI) and data, such actions may be considered to be a breach of this contract and the terms of the Default clause may be invoked. Seller shall afford safeguarding consistent with the protection requirements identified by the government until such time the government deems the information/data is no longer sensitive and provides corresponding written notification to Seller.

b. All Seller and support contractor personnel with access to DISA and DOD Information Systems shall complete initial information assurance awareness and annual refresher training in accordance with DOD Directive, 8570.1, IA Training, Certification, and Workforce Management.

c. To support IA professionals, the DoD IA Portal (IA Support Environment (IASE)) provides DOD IA policy-training requirements and DoD sponsored training. The IA Portal is located at <http://iase.disa.mil>. This site also provides access to DOD Directive 8500.1, Information Assurance (IA), and DOD 8570.1-M, Information Assurance Workforce Improvement Program.

