

**CUSTOMER CONTRACT REQUIREMENTS**  
**NATO AFSC RRFs**  
**CUSTOMER CONTRACT LW-WF/4500469703 (LW-WF\_4500469703)**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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

**LW-WF/4500469703 Special Provisions .****GENERAL DEFINITIONS**

- NATO – "North Atlantic Treaty Organization" (Buyer's customer)
- NSPA – "NATO Support and Procurement Agency" (Buyer's customer)
- NSPO – "NATO Support and Procurement Organization" (Buyer's customer)
- NATO Member – "country or organization representing a country that is part of NATO"
- NATO Contractors – "contractors supporting a NATO procurement contract"
- AFSC – "Alliance Future Surveillance and Control" (program Buyer's contract with NSPA supports)

**PUBLICITY AND PUBLIC RELATIONS**

1. The Seller shall not make any press release or public statement concerning this contract without the prior written approval of Buyer and NSPA (provided via the Buyer).
2. The Seller agrees that, upon request, Buyer's customer, NSPA, may provide copies of the signed contract to officials of NSPA's Customer Nation(s) who are or were directly involved in the procurement of the goods and / or services ordered hereunder.
3. The Seller shall not use the name, emblem or official seal of NSPA / NSPO or any abbreviation of the name of NSPA / NSPO in connection with its business or otherwise, unless prior authorized in writing by NSPA.

**NSPA REPRESENTATIVES AND VERIFICATION**

1. Subject to prior notification, Buyer and/or NSPA representatives will have reasonable access to the premises where the work required by the Contract is being undertaken and to observe or inspect any work or test performed. Accordingly, the Seller undertakes to permit such access to its own premises and to ensure that similar rights are included in the terms and conditions of all sub-contracts.
2. Upon Buyer and/or NSPA request, the Seller shall make available all relevant drawings, specifications, procedures, tools, measuring instruments, test equipment, and records.
3. Alternatively, NSPA may perform quality assurance inspections whenever it deems necessary, in accordance with AQAP or contractual requirements.

**SECURITY**

If any plans, specifications or other similar documents relating to the contract or the performance of same are marked "Cosmic Top Secret", "NATO Secret", "NATO Confidential", or "NATO Restricted", the Seller shall safeguard NATO security by:

- Ensuring that no such document is accessible to any person not entitled to knowledge of such document;
- Complying with the national security regulations currently in force in its country;
- Complying with any special NATO or NSPA Security Operating Instructions, which may be

supplied by Buyer or NSPA.

#### **CONFIDENTIALITY**

1. The Seller shall keep confidential any information obtained under or in connection with the contract and shall not divulge the same to any third party without the consent in writing of Buyer and/or NSPA (provided via the Buyer).
2. The provision of this section shall not apply to:
  - a. Any information in the public domain otherwise than by breach of the contract
  - b. Information in the possession of the receiving party before divulgence as aforesaid.
  - c. Information obtained from a third party who is free to divulge the same.
3. The Seller shall divulge confidential information only to those employees who are directly involved in the contract shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
4. The Seller shall ensure that their Sub-Contractors are bound by the requirements of this Part.
5. The provisions of this section shall continue in force notwithstanding the termination of the contract.

#### **PATENT INDEMNITY**

Except as otherwise provided in this contract, the Seller agrees to assume all liability for the infringement, if any, of patents in force in the countries where the services will be performed under this contract and in other countries where the patents are in force; and will be responsible for obtaining any patent licenses necessary for the performance of this contract and for making any other arrangements required to protect Buyer and NSPA from any liability for patent infringement in said countries. The Seller will notify NSPA, via the Buyer, of any claim of which it has knowledge, or may be notified, of patent infringement pertaining thereto.

#### **INDEMNITY AND INSURANCE**

1. The Seller shall indemnify and keep indemnified Buyer and NSPA, against cases of injury (including death) to any persons or loss of or damage to any property which may arise out of the act, default or negligence of the Seller, a Sub-Contractor, their employees or agents in consequence of the Seller's obligations under the contract and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Seller agrees that he has complete freedom of choice of means and capabilities to comply with the obligations of the contract.

#### **THIRD PARTY INTELLECTUAL PROPERTY, ROYALTIES AND LICENSE RIGHTS**

1. The Seller shall at its expense hold Buyer, NSPA, and NATO Member countries harmless and fully indemnify Buyer, NSPA and NATO Member countries against all damages, costs, charges, expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the goods or service, including costs as a result of:
  - a. Infringement or alleged infringement by the Seller or its subcontractors of any copyright, database right, design right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
  - b. Misuse of any confidential information, trade secret or the like by the Seller in performing the Contract;
  - c. Provision to Buyer, NSPA and/or NATO Member countries of any information or material, which the Seller does not have the right to provide for the purpose of the Contract.
2. In the event that the Seller has access to material which is the property of a third party for the performance of the Contract, It warrants that it shall observe the Intellectual Property Rights of that party. This shall include, but not be limited to, ensuring that no copies or extracts of the data are made on magnetic or any other media, without the written permission of the owner.
3. The Seller confirms that no payments or royalties or fees for intellectual property rights will be claimed by any entitled third party for the services performed and/or material provided under this contract. In the event that such fees are claimed, the Seller will bear any and all responsibility.

**INTELLECTUAL PROPERTY RIGHTS (IPR) – VESTING IN NATO****Definitions:**

**Background Information (BI):** is defined as all Information owned by the Seller or a third party and used to achieve the objectives of the Contract, or incorporated into the Results, including the contracted performance and deliverables but which is not Foreground Information.

**Foreground Information (FI):** is defined as all Information, generated in the performance of work under the Contract and in Information conceived out of the technical requirements of the Contract if these have been first enabled in the performance of work under the Contract.

**Intellectual Property Right (IPR):** means any intellectual property right recognized by law in any country, including any intellectual property right protected by legislation such as patents, utility models, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.

**Results:** any Information generated and / or compiled in the performance of work under the Contract and recorded in any written or other tangible form including electronic/digital form. Results include Foreground Information and a license to use dependent Background Information to the extent that it is reasonably necessary for NATO to exercise fully all its rights in the Results and in the Foreground Information. Results includes Information contained in any final report as well as any interim reports generated by the Seller in the performance of the Contract.

**Government Purpose:** use by or for any governmental organization or an administration of a NATO Member country.

**Information:** means recorded or documented information including intellectual property of a scientific, technical, commercial or financial nature whatever the format, documentary characteristics or other medium of presentation. The Information may include, but is not limited to, any of the following: experimental and test data, specifications, designs and design processes, inventions and discoveries whether patentable or not, technical descriptions and other works of a technical nature, semiconductor topography/mask works, technical and manufacturing, data packages, know-how and trade secrets, concepts and information relating to industrial techniques, commercial and financial data. It may be presented in the form of documents, pictorial reproductions, drawings and other graphic representations, disk and film recordings (magnetic, optical and laser), computer software both programmatic and database, and computer memory printouts or data retained in computer memory, or any other form.

1. All Foreground Information shall vest in and be the property of NATO as soon as it comes into existence, including all Intellectual Property Rights of any nature in Information generated in the performance of work under the Contract as Foreground Information and recorded in any written or other tangible form (including electronically/digitally recorded). The Seller shall take all necessary measures to secure that vesting for NATO to secure ownership in the Foreground Information. The Seller shall flow down such vesting requirement to all sub-contractors. On request, the Seller shall demonstrate to Buyer and/or NATO's satisfaction that, where it has sub-contracted work under the Contract, it has secured that vesting in the work performed by its sub-contractors. The Foreground Information and Background Information will be exhaustively listed in the Contract and identified in the Intellectual Property Management Plan as set forth in this Contract.

The Seller shall take all necessary measures to secure NSPA's legal ability to grant to NATO Member countries any right to use, have used, copy, disclose, reproduce, modify, improve, develop and translate, or have it done by a third party, the Foreground Information, without restrictions.

2. Where the Results contain any Background Information, and/or NATO requires rights to the Background Information in order to exercise its rights to the Foreground Information, the Seller grants to NATO, NATO Member countries and NATO Contractors a license to use the Background Information to the extent that it is reasonably necessary to exercise fully all its rights in the Results and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Seller providing any form of notice to the contrary. Where the Seller includes Background Information it shall identify by sidebar in the text of the Results where such Background Information exists. The present license shall survive any termination or expiry of this Contract. If the Seller transfers any ownership or other rights in any Background Information to any third party, then such transfer shall be subject to the present license and Buyer and NATO will be notified and provided with confirmation of such transfer.

3. For greater certainty, the present license in the Background Information includes, but is not limited to:
  - a. the right to disclose the Background Information to NATO Member countries and to third parties bidding on, negotiating or awarding contracts with NATO and to sublicense or otherwise authorize the use of Background Information by NATO, NATO Member countries and any contractor engaged by NATO or a NATO Member country solely for the purpose of carrying out such contracts. NATO will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
  - b. the right to reproduce, modify, improve, develop or translate the Background Information or have it done by NATO, the person hired by NATO or NATO Member countries. NATO or the person hired by NATO or NATO Member countries will own, where relevant, the Intellectual Property Rights associated with any such reproduction, modification, improvement, development or translation.
4. The Seller represents and warrants that it has the right to grant to NATO the licenses and any other rights to use the Background Information. If any Background Information is owned by a subcontractor or any other third party, the Seller must have a license from that subcontractor or third party that permits compliance with this Contract or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Buyer and/or NATO.
5. The Seller shall take all necessary measures to secure NATO Member countries' legal abilities to use, have used, copy, disclose, reproduce, modify, improve, develop and translate, or have it done by a third party, the Background Information and Foreground Information and any information, technology, material or equipment generated from the AFSC- Foreground Information or the Background Information for Government Purposes without other restrictions than those resulting from the rights granted by NATO.
6. Buyer and/or NATO shall determine whether any of the Results should be protected by patent or other protection. The costs of patent or like protection shall be borne by NATO. The Seller shall manage/administer NATO in filing and executing documents necessary to secure that protection and vesting in NATO. The Seller shall secure similar assistance from subcontractors as appropriate. The costs of such patent or other protection shall be borne by Buyer and/or NATO.
7. The Seller may also include in a separate report additional Background Information to support its Results. All reports supporting the Results may be used by all NATO Member countries and by NATO for their Government Purposes only. All reports shall be marked to identify the owner of the Copyright in such reports and that it is made available to NSPA under this contract. The Seller shall mark any copyright work comprising Results with the legend: "© NATO-owned copyright [insert the year of generation of the work]".
8. Apart from intellectual property rights vested in or licensed to NATO by virtue of this Contract, ownership of, or rights in, all other intellectual property are not transferred to NATO by this Condition.
9. Unless otherwise agreed with Buyer and/or NATO, the Seller shall retain a copy of the Results together with records of all work done for the purposes of the Contract for twenty (20) years after the completion of the Contract.
10. Buyer and/or NATO shall have the right to require the Seller to furnish to NATO copies of any and all of the Results and such records for so long as they are retained by the Seller.
11. The Seller shall treat the Results and Foreground Information as if received in confidence from NATO and:
  - a. shall not copy, use or disclose to a third party any of the Results or Foreground Information without the prior written consent of NATO, except that the Seller may without prior consent, copy and use the Results and/or Foreground Information, and disclose the Results and/or Foreground Information in confidence to its officers, employees and sub-contractors, to such extent as may be necessary for the performance of the Contract or any sub-contract under it or in the exercise of any other right or obligation pursuant to this Condition; and
  - b. shall take all reasonable precautions necessary to ensure that the Results and Foreground Information are treated in confidence by those of its officers, employees and sub-contractors who receive them and are not further disclosed or used otherwise than for the purpose of performing work or having work performed for NATO under the Contract or any sub-contract under it.

12. The Seller shall ensure that his employees are aware of his arrangements for discharging the obligations at Clause 11 and take such steps as may be reasonably practical to enforce such arrangements.
13. The confidentiality provisions of Clause 11 shall not apply to the Results or Foreground Information or any part thereof to the extent that the Seller can show that they were or have become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties.
14. The Seller shall not be in breach of the confidentiality obligations contained in this Condition where it can show that any disclosure of the Results or Foreground Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Seller shall ensure that the recipient of the Results and/or Foreground Information is made aware of and asked to respect its confidentiality and, wherever possible and permitted by law, shall notify Buyer and/or NATO as soon as practicable after becoming aware that such disclosure is required. Such disclosure shall in no way diminish the obligations of the Seller under this Condition. Buyer and/or NATO retains the right to challenge any such disclosure before the disclosure is made.
15. The Seller shall be entitled to request consent from NATO to re-use including disclose (under licence or otherwise) the Results (limited to the Foreground Information) and Intellectual Property Rights vested in NATO by virtue of Clause 1 for Government Purposes. Such use shall include but not be limited to, tendering for other work for NATO or work for another NATO Agency or work for NATO Member countries.

## **WARRANTY**

Seller hereby guarantees that he / she will perform all services under this contract in a good and workmanlike manner, in accordance with any technical orders or other instructions as specified in this contract and that the items on which the work is performed will be guaranteed for a period of two years

If Seller supplies any parts hereunder, unless otherwise specified in this contract, such items shall be unused and in new condition, of the latest production, and conform to the latest applicable specifications, drawings, and other descriptions, if any, of appropriate military and/or civilian agencies, and, if any, of the Seller and shall be free from defects in material, design and/or workmanship.

2.

### **Customer Contract Requirements (Direct Commercial Sales)**

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

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

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

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

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

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

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

**252.225-7001 Buy American and Balance of Payments Program** (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

**252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.** (DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (e) (2) "Government" means Buyer. Paragraph (c) (6) is revised as follows:

(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

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

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

**252.225-7015 Restriction on Acquisition of Hand or Measuring Tools** (JUN 2005).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

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

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

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

**252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System** (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of

authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c) (6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

**252.246-7008 Sources of Electronic Parts (MAY 2018).** This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b) (3) (ii) (A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).