

CUSTOMER CONTRACT REQUIREMENTS
JMR MSAD MSI
CUSTOMER CONTRACT W911W6-19-2-0003

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

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

ARTICLE 1. INVENTIONS AND PATENT RIGHTS.

A. Definitions

1. "Invention" means any Invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. "Made" when used in relation to any Invention means the conception or first actual reduction to practice of such Invention.
3. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state Nonprofit Organization statute.
4. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the Invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
5. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this article, the size standards for small business concerns involved in government procurement and subcontracts at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. "Subject Invention" means any Invention of Seller conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

B. Allocation of Principal Rights

Seller may retain the entire right, title, and interest throughout the world to each Subject Invention subject to the provisions of this article and 35 U.S.C. 203. With respect to any Subject Invention in which Seller retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world.

C. Invention Disclosure, Election of Title and Filing of Patent Application by Seller

1. Seller will disclose each Subject Invention to the Federal Agency within six (6) months after Seller personnel responsible for patent matters determines it meets the criteria of a Subject Invention. The disclosure to the agency shall be in the form of a written report and shall identify the Contract under which the Invention was Made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the Invention. The disclosure shall also identify any publication, on sale or public use of the Invention and whether a manuscript describing the Invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, Seller will promptly notify the agency of the acceptance of any manuscript describing the Invention for publication or of any on sale or public use planned by Seller. In the event there are no Subject Inventions, Seller will submit only a negative report as part of Contract closeout.
2. Seller will elect in writing whether or not to retain title to any such Invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, onsale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior

to the end of the statutory period.

3. Seller will file its initial patent application on a Subject Invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. Should Seller elect to file patent applications in additional countries or international patent offices, Seller will file within either twelve (12) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

Seller will convey to the Federal agency, upon written request, title to any Subject Invention—

1. If Seller fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided that the agency may only request title within 1 year after learning of the failure of Seller to disclose or elect within the specified times.

2. In those countries in which Seller fails to file patent applications within the times specified in (c) above; provided, however, that if Seller has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, Seller shall continue to retain title in that country.

3. In any country in which Seller decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a Subject Invention.

E. Minimum Rights to Seller and Protection of Seller's Right to File

1. Seller will retain a nonexclusive royalty-free license throughout the world in each Subject Invention to which the Government obtains title. Seller's license extends to its subsidiaries and affiliates, if any, within the corporate structure of which Seller is a Party and includes the right to grant sublicenses of the same scope to the extent Seller was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that Party of Seller's business to which the Subject Invention pertains.

2. Seller's license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious Practical Application of the Subject Invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any), provided that such revocation or modification will not take place less than ten (10) years after the end of the term of the Contract. This license will not be revoked in that field of use or the geographical areas in which Seller has achieved Practical Application and continues to make the benefits of the Subject Invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent Seller, its licensees, or the domestic subsidiaries or affiliates have failed to achieve Practical Application in that foreign country, provided that such revocation or modification will not take place less than ten (10) years after the end of the term of the Contract.

3. Before revocation or modification of the license, the funding Federal agency will furnish Seller a written notice of its intention to revoke or modify the license, and Seller will be allowed thirty (30) days (or such other time as may be authorized by the funding Federal agency for good cause shown by Seller) after the notice to show cause why the license should not be revoked or modified. Seller has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned Inventions, any decision concerning the revocation or modification of the license.

F. Seller Action to Protect the Government's Interest

1. Seller agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which Seller elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph D. above and to enable the government to obtain patent protection throughout the world in that Subject Invention.

2. Seller agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by Seller each Subject Invention Made under the Contract in order that Seller can comply with the disclosure provisions of paragraph C., above, to assign to Seller the entire right, title and interest in and to each Subject Invention Made under contract, and to execute all papers necessary to file patent applications on Subject Inventions and to establish the government's rights in the Subject Inventions. This disclosure format should require, as a minimum, the information required by C. 1., above. Seller shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. Seller will notify the Federal agency of any decisions not to continue the prosecution of a patent application.

pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty (30) days before the expiration of the response period required by the relevant patent office.

4. Seller agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a Subject Invention, the following statement, "This invention was made with government support under Agreement No. W911W6-19-2-0003 awarded by U.S. Army Contracting Command-Redstone Arsenal. The government has certain rights in the invention."

G. Subawards

1. Seller will include this article, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a Small Business Firm or domestic Nonprofit Organization. The subcontractor will retain all rights provided for Seller in this article, and Seller will not, as part of the consideration for awarding the subcontracts obtain rights in the subcontractor's Subject Inventions.

2. Seller will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights article required by compliant with 35 U.S.C. Chapter 18 and 37 C.F.R. 401.

3. In the case of a lower tier agreement with a vendor, at any tier, the Government, the vendor, and Seller agree that the mutual obligations of the parties created by this Article flow down to the vendor and constitute an agreement between the vendor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph J of this Article.

H. Reporting on Utilization of Subject Inventions

Seller agrees to submit on request periodic reports no more frequently than annually on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by Seller or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by Seller, and such other data and information as the agency may reasonably specify. Seller also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this article. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of Seller.

I. Preference for United States Industry

Notwithstanding any other provision of this article, Seller agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any Subject Inventions in the United States unless such person agrees that any products embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by Seller or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

Seller agrees that with respect to any Subject Invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require Seller, an assignee or exclusive licensee of a Subject Invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Seller, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because Seller or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve Practical Application of the Subject Invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by Seller, assignee or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by Seller, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (i) of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any Subject Invention in the United States is in breach of such agreement.

L. Opportunity to Cure.

Certain provisions of this Article provide that the Government may gain title or license to a Subject Invention by reason of Seller's action or failure to act within the times required by this Article. Prior to claiming such rights (including any rights under Article 1. J., "March-In Rights"), the Government will give written notice to Seller of the Government's intent and afford Seller a reasonable period of time to cure such action or failure to act. The length of the cure period will depend on the circumstances, but in no event will be less than sixty (60) days. Seller may also use the cure period to show good cause why the Government should not exercise the rights under Article 1. J., "March-In Rights."

M. Communication

Seller will send reports and notifications required by this Article to the Agreements Officer identified below:

Hope McClain

Hope.a.mcclain.civ@mail.mil

757-878-2993

ARTICLE 2. INTELLECTUAL PROPERTY RIGHTS OTHER THAN INVENTIONS AND PATENTS

A. Definitions. For the purposes of this Contract, the following terms have the meanings indicated:

1. "Background Data" means Technical Data produced by Seller at private expense prior to performance of or outside the scope of this Contract and is considered by Seller to be proprietary. Such Background Data may include any modifications, derivatives to previously conceived, designed, developed, and resultant revisions to software, processes, qualification data, and manufacturing plans.
 2. "Background Software" means any Software developed by Seller at private expense prior to the performance of this Contract or outside the scope of work performed under this Contract and is considered by Seller to be proprietary.
 3. "Computer Software" has the meaning set forth in Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7014.
 4. "Computer Software Documentation" has the meaning set forth in DFARS 252.227-7014.
 5. "Copyright". A form of protection provided by the laws of the United States under Title 17 of the U.S. Code for "original works of authorship", including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, and audiovisual creations. "Copyright" literally means the right to copy but has come to mean that body of exclusive rights granted by law to copyright owners for protection of their work. Copyright protection does not extend to any idea, procedure, process, system, title, principle, or discovery. Similarly, names, titles, short phrases, slogans, familiar symbols, mere variations of typographic ornamentation, lettering, coloring, and listings of contents or ingredients are not subject to copyright.
 6. "Government Data" means data that has been delivered to the Government prior to or outside the terms of this Contract. The Government's pre-existing rights in that data govern disclosure and use of such Government data.
 7. "Government Purpose" has the meaning set forth in Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013, 252.227-7014, and 252.227-7018.
 8. "Government Purpose Rights" has the meaning set forth in DFARS 252.227-7013, 252.227-7014, and 252.227-7018.
 9. "Limited Rights" has the meaning set forth in DFARS 252.227-7013 and 252.227-7018.
 10. "Proprietary Information" means information which embodies trade secrets or which is privileged or confidential technical, business or financial information provided that such information:
 - a. is not generally known, or is not available from other sources without obligations concerning its confidentiality;
 - b. has not been made available by the owners to others without obligation concerning its confidentiality;
 - c. is not described in an issued patent or a published copyrighted work or is not otherwise available to the public without obligation concerning its confidentiality; or
 - d. can be withheld from disclosure under 15 U.S.C. § 3710a(c)(7)(A) & (B) and the Freedom of Information Act, 5 U.S.C. § 552 et seq; and
 - e. is identified as such by labels or markings designating the information as proprietary.
 11. "Restricted Rights" has the meaning set forth in DFARS clause 252.227-7014 and 252.227-7018.
 12. "Subject Technical Data", "Subject Computer Software", and "Subject Computer Software Documentation", as used in this article, means any Technical Data, Computer Software, or Computer Software Documentation first developed during performance of this Contract and modifications to Background Data developed during performance of this Contract.
 13. "Technical Data" has the meaning set forth in DFARS 252.227-7013 and 252.227-7018.
 14. "Unlimited Rights" has the meaning set forth in DFARS 252.227-7013, DFARS 252.227-7014, and 252.227-7018.
- B. Allocation of Principal Rights. This Contract shall be performed with a mix of Government and Recipient funding. Unless otherwise stated in this article, the Government will receive at a minimum Government Purpose Rights in any Technical Data, Computer Software, and Computer Software Documentation developed with Contract funding, including modifications to Background Data and Background Software. In consideration of Government funding and Attachment 2, Identification of Background Intellectual Property and Proprietary Information the Parties agree as follows:
1. Background Data and Background Software provided to the Government shall be limited to that information normally shared with commercial customers or that information specifically negotiated under this Contract and

shall be subject to Limited Agreement or Restricted Rights. Seller retains all right, title, and interest in such Background Data and Background Software. Certain deliverable reports/documentation may, by necessity, incorporate Background Data and/or Background Software. If so, such report/documentation will be supplied with Limited Rights for Technical Data and Restricted Rights for non-commercial Computer Software and Computer Software Documentation. Furnishing of "Background Data" and "Background Software" by incorporating it into a deliverable report/documentation/Computer Software shall not affect any preexisting Government Rights in such Technical Data and Computer Software/Computer Software Documentation. Seller's Background Data and Background Software shall be identified in Attachment 2, Identification of Background Intellectual Property and Proprietary Information.

In addition to the items identified in Attachment 2, Identification of Background Intellectual Property and Proprietary Information other assertions meeting the definition of Background Data/Background Software may be identified after award. Such identification shall be submitted to the Agreements Officer as soon as practical, but in no case shall the additional Background Data be included in any data deliverable until the Contract is bilaterally amended to reflect such addition.

2. The following reports are administrative/management documentation and not considered Technical Data. The reports contain Seller Proprietary Information and may be marked "Proprietary" or contain a Proprietary Appendix in accordance with Attachment 1, Distribution Statements/Legends: Business/Financial Status Report and Program Management Plan.

3. The Government shall obtain Unlimited Rights in the Final Report in accordance with Attachment 1, Distribution Statements/Legends

4. The technical reports/documentation delivered under this Contract may include Background Data and the Government may have less than Government Purpose Rights in accordance with Attachment 1, Distribution Statements/Legends When Background Data is included and subject to more restrictive license rights to the Government, that Background Data shall be submitted in a Limited Rights appendix to the report/document such that the Government may have the rights in accordance with Attachment 1, Distribution Statements/Legends in the primary portion of the report/document. The Limited Rights Appendix will clearly identify to what Background Data Seller is asserting Limited Rights.

5. To the extent that Government Data is used in the performance of this Contract, the Government shall retain its preexisting rights in such Government Data, including modifications or changes made to such Government Data as part of the performance under this Contract.

C. Seller shall include the obligations of Seller under this Article, suitably modified to identify the Parties, in all subcontracts or lower-tier agreements, regardless of tier, for experimental, developmental, or research work.

D. Marking of Data will be in accordance with Attachment 1, Distribution Statements/Legends

1. Further, the deliverable proprietary non-technical data information (namely the Business Status Report and Program Management Plan, if applicable) not subject to Unlimited Rights, Government Purpose Rights or Limited Rights, shall be marked with the proprietary notice customarily used by Seller to identify data and information that is subject to restrictions regarding disclosure and/or use. The proprietary notice shall also include notation of this Agreement Number "W911W6-19-2-0003" and a statement that the Government has the right to use the report for purposes of administration of this Agreement.

2. Except for Technical Data, Computer Software, Computer Software Documentation or Proprietary Information delivered under this Contract, the parties agree that Seller will appropriately advise the Government regarding any limitation or restriction to Technical Data or Computer Software to which the Government may have access. Limitations and restrictions will be subject to the appropriate Seller or third Party markings and legends including any copyright notice to assure proper handling and shall bear notation to this Agreement Number "W911W6-19-2-0003".

E. Disclosure to Government Support Contractors. The Government may utilize contractor support, as required, for the duration of the Contract. Information, including business sensitive/confidential or proprietary data, Seller provides to the Government with restrictions may be viewed and utilized by the support contractor in the course of its contract performance. Seller and its subcontractors/contractors consent to a release of their business sensitive/confidential, proprietary, and/or restricted data to the Government's support contractor upon the execution of a Non-Disclosure Agreement between the Seller or subcontractor / contractor and the support contractor. The Government will require the support contractor to protect Seller information and to enter into a nondisclosure agreement with Seller.

Seller may execute its own Non-Disclosure Agreement with the Government support contractor(s) listed below, and should check with Buyer's Authorized Procurement Representative to see if additional support contractors have been added:

Company:

- 1) Colsa
- 2) Ctl
- 3) Adventium
- 4) Sei

5) Peopletech

In addition, the Government utilizes USFalcon for IT support services. Contract number W911W6-17-F-0007 with USFalcon contains DFARS clause 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends. The Government requires USFalcon to provide non-disclosure agreements. The employees performing these services completed non-disclosure agreements and the Government has obtained these forms.

F. Disclosure of Unmarked Data. The United States Government is not responsible for any disclosure or transfer of proprietary information, to include Background Data or Background Software that was not marked by the data owner in accordance with this Contract.

G. Ownership to Copyrights for original works of authorship created by employees of Seller or for hire by Seller in the course of performance of work under this Contract is retained by Seller. Seller grants to the Government a royalty-free, nonexclusive, irrevocable license to use, modify, prepare derivative works, reproduce, distribute, perform, and display worldwide copyrighted works delivered under this Contract, by or on behalf of the Government for Government Purposes. Notwithstanding the foregoing, for works prepared and delivered pursuant to this Article and the attachments referenced therein, the Government does not obtain any greater or lesser rights than the rights described in this Article.

ARTICLE 3: SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

A. Definitions. For the purposes of this Contract, the following terms have the meanings indicated:

1. "Adequate Security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.
2. "Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized Media may have occurred.
3. "Recipient Attributional/Proprietary Information" means information that identifies the recipient(s), whether directly or indirectly, by the grouping of information that can be traced back to the recipient(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.
4. "Controlled Technical Information" means Technical Information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled Technical Information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.
5. "Covered Recipient Information System" means an unclassified Information System that is owned, or operated by or for, a recipient and that processes, stores, or transmits Covered Defense Information.
6. "Covered Defense Information" means unclassified Controlled Technical Information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and is—
 - a. Marked or otherwise identified in this Contract and provided to the recipient by or on behalf of DoD in support of the performance of the Contract; or
 - b. Collected, developed, received, transmitted, used, or stored by or on behalf of the recipient in support of the performance of the Contract.
7. "Cyber Incident" means actions taken through the use of computer networks that result in a Compromise or an actual or potentially adverse effect on an Information System and/or the information residing therein.
8. "Forensic Analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.
9. "Information System" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
10. "Malicious Software" means Computer Software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an Information System. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.
11. "Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which Covered Defense Information is recorded, stored, or printed within a Covered Recipient Information System.
12. "Operationally Critical Support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization.

deployment, or sustainment of the Armed Forces in a contingency operation.

13. "Rapidly Report" means within 72 hours of discovery of any Cyber Incident.

14. "Technical Information" means Technical Data or Computer Software, as those terms are defined in Article 2 of this Contract. Examples of Technical Information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and Computer Software executable code and source code.

B. Adequate Security. Seller shall provide Adequate Security on all Covered Recipient Information Systems. To provide Adequate Security, Seller shall implement, at a minimum, the following information security protections:

1. The Covered Recipient Information System shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Agreements Officer except as follows in subparagraphs a through d.

a. Seller shall submit requests to vary from NIST SP 800-171 in writing to the Agreements Officer, for consideration by the DoD Chief Information Officer (CIO). Seller need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

b. If the DoD CIO has previously adjudicated Seller's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Agreements Officer when requesting its recognition under this Contract.

c. If Seller intends to use an external cloud service provider to store, process, or transmit any Covered Defense Information in performance of this Contract, Seller shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs C through G of this Article for Cyber Incident reporting, Malicious Software, Media preservation and protection, access to additional information and equipment necessary for Forensic Analysis, and Cyber Incident damage assessment.

2. Apply other Information Systems security measures when Seller reasonably determines that Information Systems security measures, in addition to those required in this Article, may be required to provide Adequate Security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

C. Cyber Incident reporting requirement.

1. When Seller discovers a Cyber Incident that affects a Covered Recipient Information System or the Covered Defense Information residing therein, or that affects Seller's ability to perform the requirements of the Contract that are designated as Operationally Critical Support and identified in the Contract, Seller shall—

a. Conduct a review for evidence of Compromise of Covered Defense Information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing Covered Recipient Information System(s) that were part of the Cyber Incident, as well as other Information Systems on Seller's network(s), that may have been accessed as a result of the incident in order to identify compromised Covered Defense Information, or that affect Seller's ability to provide Operationally Critical Support; and

b. Rapidly Report Cyber Incidents to DoD at <http://dibnet.dod.mil>.

2. Cyber Incident report. The Cyber Incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

3. Medium assurance certificate requirement. In order to report Cyber Incidents in accordance with this Article, Seller or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report Cyber Incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

D. Malicious Software. When Seller or subcontractors discover and isolate Malicious Software in connection with a reported Cyber Incident, submit the Malicious Software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Agreements Officer or Buyer. Do not send the Malicious Software to the Agreements Officer.

E. Media preservation and protection. When Seller discovers a Cyber Incident has occurred, Seller shall preserve and protect images of all known affected Information Systems identified in paragraph C.1.a. of this Article and all relevant monitoring/packet capture data for at least 90 days from the submission of the Cyber Incident report to allow DoD to request the Media or decline interest.

F. Access to additional information or equipment necessary for Forensic Analysis. Upon request by DoD, Seller shall provide DoD with access to additional information or equipment that is necessary to conduct a Forensic Analysis.

G. Cyber Incident damage assessment activities. If DoD elects to conduct a damage assessment, the Agreements Officer or Buyer will request that Seller provide all of the damage assessment information gathered in accordance with paragraph E of this Article.

H. DoD safeguarding and use of Recipient Attributional/Proprietary Information. The Government shall protect against the unauthorized use or release of information obtained from the recipient (or derived from information obtained from the recipient) under this Article that includes Recipient Attributional/Proprietary Information, including such information submitted in accordance with paragraph C. To the maximum extent practicable, Seller shall identify and mark Attributional/Proprietary Information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the Recipient Attributional/Proprietary Information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

I. Use and release of Recipient Attributional/Proprietary Information not created by or for DoD. Information that is obtained from the recipient (or derived from information obtained from the recipient) under this Article that is not created by or for DoD is authorized to be released outside of DoD—

1. To entities with missions that may be affected by such information;
2. To entities that may be called upon to assist in the diagnosis, detection, or mitigation of Cyber Incidents;
3. To Government entities that conduct counterintelligence or law enforcement investigations.
4. For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
5. To a support services recipient (“recipient”) that is directly supporting Government activities under an Agreement that includes the DFARS clause 252.204-7009, Limitations on the Use or Disclosure of Third-Party Recipient Reported Cyber Incident Information.

J. Use and release of Recipient Attributional/Proprietary Information created by or for DoD. Information that is obtained from the recipient (or derived from information obtained from the recipient) under this Article that is created by or for DoD (including the information submitted pursuant to paragraph C of this Article) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph I of this Article, and for any other lawful Government Purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

K. Seller shall conduct activities under this Article in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

L. Other safeguarding or reporting requirements. The safeguarding and Cyber Incident reporting required by this Article in no way abrogates Seller’s responsibility for other safeguarding or Cyber Incident reporting pertaining to its unclassified Information Systems as required by other applicable articles of this Contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

M. Sub-awards and Subcontracts. Seller shall—

1. Include this Article, including this paragraph M, in subcontracts, or similar contractual instruments, for Operationally Critical Support, or for which subcontract performance will involve Covered Defense Information, including subcontracts for commercial items, without alteration, except to identify the parties. Seller shall determine if the information required for subcontractor performance retains its identity as Covered Defense Information and will require protection under this Article, and, if necessary, consult with the Agreements Officer; and
2. Seller shall and shall require subcontractors to—
 - a. Notify Buyer, and require Seller’s subcontractors to notify Seller (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Agreements Officer, in accordance with paragraph B 1.b. of this Article; and
 - b. Provide the Cyber Incident report number, automatically assigned by DoD, to Buyer (and require Seller’ subcontractors to provide to next higher-tier subcontractor) as soon as practicable, when reporting a Cyber Incident to DoD as required in paragraph C of this Article. Reporting to Buyer shall be accomplished via abuse@Boeing.com with a copy to the Buyer’s Authorized Procurement Representative. The Boeing 1st tier subcontractor shall rapidly report lower tier subcontractor information it receives.

ARTICLE 4: FOREIGN ACCESS TO TECHNOLOGY

Nothing in this Contract is intended to change the applicability of the Department of State International Traffic in Arms Regulations, 22 CFR part 120 et.seq. and the Department of Commerce Export Administration Regulations, 15 CFR part 730 et.seq. to any disclosure to foreign persons of anything developed under this Agreement. Seller acknowledges its obligation to comply with referenced regulations.

ARTICLE 5: PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

A. Notwithstanding the reporting requirements of this Contract, Parties to this Contract favor an open-publication policy to promote the commercial acceptance of the technology developed under this Contract, but simultaneously recognize the necessity to protect proprietary, privileged, or confidential information of the Contract because successful commercialization of aspects of the technology by Seller may depend on the proprietary nature of the information.

B. Seller is encouraged to publish results of the research projects, unless subject to export controls, in appropriate journals. One advance copy of each release of information to be publicized will be submitted to the Agreement Administrator who will staff request for release. Approval by the Agreements Officer (obtained through Buyer) is required prior to any release. Submit requests to Buyer at least thirty-five (35) days prior to the anticipated release date. The Government reserves the right to deny approval of any publication submitted less than thirty (30) days prior to anticipated release date.

Publications include, but are not limited to--

- * reports presented at scientific and technical meetings, conferences, workshops, or other information exchange meetings;
- * publications in scientific and technical journals or proceedings of information exchange meetings;
- * news releases and newsletters; and articles in trade publications

C. Seller shall assure that an acknowledgment of Government support will appear on each publication or presentation of any material based upon or developed under this Program. A statement shall appear on the title page worded substantially as follows:

“This research was partially funded by the Government under Agreement No. W911W6-19-2-0003. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation thereon.”

Seller is responsible for assuring that every publication of material based on or developed under this Program contains the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the Aviation Development Directorate or the U.S. Government.”

In addition, all Press Releases must include the below language at the end of the document.

"U.S. Army Aviation and Missile Research, Development, and Engineering Center provides increased responsiveness to the nation's Warfighters through aviation and missile capabilities and life cycle engineering solutions."

D. One electronic copy of all publications resulting from the project shall be forwarded to the Government Technical Agen upon release.

ARTICLE 6: PROHIBITION ON MEMBERS OF CONGRESS MAKING CONTRACTS WITH FEDERAL GOVERNMENT

No member of Congress may enter into or benefit from this Contract, in accordance with 41 U.S.C. §6306.

ARTICLE 7: CERTIFICATIONS/ASSURANCES

A. By accepting this Contract or accepting funds under this Contract, Seller assures that it will comply with applicable provisions of the following national policies prohibiting discrimination: (1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195, (2) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90; and (3) On the basis of handicap in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56. Seller agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the Department of Defense in 2 CFR part 1125. Seller also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom Seller enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125. By accepting this Contract, or accepting funds under this Contract, Seller assures that it will comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799]. Seller agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

B. Other Certifications. The following Certifications, are hereby incorporated herein by reference and Seller agrees to comply with the following:

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions, 13 CFR Appendices A and B to Part 145
2. Certification Regarding Lobbying, 32 CFR Appendix A to Part 28
3. Representation regarding the Prohibition on Using Funds under Grants and Cooperative Agreements with

Entities that Require Certain Internal Confidentiality Agreements

ARTICLE 8: AUTHORIZATION AND CONSENT

The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this Contract or any subcontract at any tier.

ARTICLE 9: NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.

A. Seller shall report to the Agreements Officer, through Buyer, promptly and in reasonable written detail, each notice or claim of patent or Copyright infringement based on the performance of this Contract of which Seller has knowledge.

B. In the event of any claim or suit against the Government and/or Buyer on account of any alleged patent or Copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed under this agreement, Seller shall furnish to the Government (through Buyer) when requested by the Agreements Officer, all evidence and information in possession of Seller pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where Seller has agreed to indemnify the Government.

C. Seller agrees to include, and require inclusion of, this Article (suitably modified to identify the parties) in all subcontracts at any tier.

ARTICLE 10: TRAFFICKING IN PERSONS

A. Seller, its Employees, subcontractors under this Contract, and subcontractor's Employees shall not:

1. Engage in Severe Forms of Trafficking in Persons during the period of time that this Contract is in effect;
2. Procure a Commercial Sex Act during the period of time that this Contract is in effect; or
3. Use Forced Labor in the performance of the Contract or subcontracts under this Contract.

B. Buyer may unilaterally terminate the Contract in its entirety, without penalty, if Seller or Seller's subcontractor that is a Private Entity –

1. Is determined to have violated a prohibition in paragraph A of this Article; or
2. Has an Employee who is determined by the Agreement Officer to have violated a prohibition in paragraph A of this Article through conduct that is either—
 - a. Associated with performance under this Contract; or
 - b. Imputed to Seller or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at DoD Grant and Agreement Regulations, DOD 3210.6 – R# Part 1125 – Nonprocurement Debarment and Suspension.

C. Seller shall inform the Government, through Buyer, immediately of any information received from any source alleging a violation of a prohibition in paragraph A of this Contract. If the allegation may be associated with more than one contract, Seller shall inform the Buyer's Authorized Procurement Representative for each affected Contract.

D. The Government's right to terminate the prime contract unilaterally:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to the Government under the Prime Contract. Buyer's right to terminate the Contract unilaterally is in addition to all other remedies that are available to Buyer under the Contract.

E. Seller agrees to include the requirements of paragraph A of this Article in any subcontract made to a Private Entity.

F. Definitions as used in this clause.

1. "Employee" means either:
 - a. An individual employed by Seller or a subcontractor who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by Seller including, but not limited to, a volunteer or individual whose services are contributed by a third Party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or Coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private Entity":

a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

b. Includes:

(1) A Nonprofit Organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(2) A for-profit organization.

4. "Severe Forms of Trafficking in Persons," "Commercial Sex Act," and "Coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

ARTICLE 11: PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

A. Seller may not require its employees, contractors, or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. Seller must notify its employees, contractors, or subcontractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

C. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

D. If it is determined that Seller is not in compliance with this award provision:

1. The Government, through Buyer, will prohibit Seller's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and

2. Buyer may pursue other remedies available for Seller's material failure to comply with the Contract terms and conditions.

ARTICLE 12: EQUIPMENT, PROPERTY, AND GOVERNMENT FURNISHED INFORMATION

A. Government Furnished Property and Information

1. Unless otherwise specified in the Contract, the parties do not contemplate that Government property, information, facilities or services will be required during performance of this Contract. However, in the event that a requirement for Government-furnished items arises, a mutually agreeable listing of required and available Government furnished-items will be developed by the Buyer and Seller.

2. Upon the written approval of the Government Agreements Officer, the Government, through Buyer, will provide/make available the aforementioned property, information, equipment, facilities and services.

3. Buyer will use its best efforts to deliver/to make available for Seller, at the time and locations stated in the Contract, if applicable, the Government-furnished property and information listed in the Contract.

4. Title to Government-furnished property and information will remain with the Government. Seller will use the Government-furnished property and information only in connection with this Contract. Seller will maintain adequate property control records in accordance with sound industrial practice and will make such records available to the Government.

5. Responsibility for Government furnished property:

a. Unless otherwise stated in the Contract, Seller will not be liable for the loss of Government property furnished under this Agreement unless; (i) the risk is covered by insurance or Seller is otherwise reimbursed, (ii) the loss of the Government furnished property is the result of willful misconduct or lack of good faith on the part of the Seller's managerial personnel, or (iii) the Government agency responsible for oversight of Seller's Government property management system has revoked Government assumptic of the risk of loss. Seller agrees to use its Government approved government property management system to maintain accountability for any Government-furnished property.

b. Upon completing the Contract, Seller will prepare for shipment, deliver f.o.b. origin, or dispose of the Government-furnished property not consumed in performing this Contract or as previously delivered to the Government, or as may be directed or authorized by Buyer. The net proceeds of any such disposal will be credited in accordance with Seller's Cost Accounting Standards Disclosure Statement. Seller is authorized to process scrap material through Seller's Government approved property scrap procedure since this is the most cost effective method for both parties.

6. Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

a. Definitions. For the purpose of this article, the following terms have the meanings indicated:

(1) "Limited Rights" and "Government Purpose Rights" are defined in the clause at DFARS 252.227-7013, Rights in Technical Data–Noncommercial Items.

(2) "Government Purpose Rights," and "Restricted Rights" are defined in the clause at DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

b. Technical Data or Computer Software provided to Seller as Government-furnished information (GFI) under this Contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

i. GFI marked with Limited Rights, Restricted Rights, or SBIR data rights legends. Seller shall use, modify, reproduce, perform, or display Technical Data received from the Government with Limited Rights legends, Computer Software received with Restricted Rights legends, or SBIR Technical Data or Computer Software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this agreement. Seller shall not, without the express written permission of the Party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

ii. GFI marked with Government Purpose Rights Legends. Seller shall use Technical Data or Computer Software received from the Government with Government Purpose Rights legends for Government Purposes only. Seller shall not, without the express written permission of the Party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subrecipients, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, subawards under this Contract. Prior to disclosing the Technical Data or Computer Software, Seller shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement similar to the one contained in DFARS 227.7103-7, suitability tailored for a cooperative agreement.

iii. GFI marked with specially negotiated license rights legends. Seller shall use, modify, reproduce, release, perform, or display Technical Data or Computer Software received from the Government with specially negotiated license legends only as permitted in the license. Such data or Computer Software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. Seller shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or Computer Software.

iv. GFI Technical Data marked with commercial restrictive legends. Seller shall use, modify, reproduce, perform, or display Technical Data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this Contract. Seller shall not, without the express written permission of the Party whose name appears in the legend, use the Technical Data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

c. Indemnification and creation of third Party beneficiary rights. Seller agrees that the Party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third Party beneficiary who has the right of direct action against Seller, or any person to whom Seller has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of Technical Data or Computer Software subject to restrictive legends.

d. Seller shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

B. Seller Acquired Property

1. In this article "property" means any tangible nonexpendable personal property charged directly to this agreement having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit, and defined as "equipment" in DGARS 34.2.

2. Seller may purchase real property or equipment in whole or in part with federal funds or, in whole or in part with Seller funding under an award only with the prior approval of the Agreements Officer, obtained through Buyer (except that additional approval is not required for such items included in the proposed/negotiated budget at the time of award).

3. Property Management – Seller's property management system shall comply with DGARS 34.23 or the Recipient's Defense Contract Management Agency (DCMA) approved Government Property Management System.

4. Title to Property - No significant items of property are expected to be acquired under this Contract.

a. Title. Title to such real property or equipment shall conditionally vest in Seller upon acquisition. Seller shall:

i. Use the real property or equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project.

ii. Not encumber the property without approval of the Agreements Officer, obtained through Buyer.

iii. Use the property in accordance with DGARS paragraph 34.21(d).

b. If Seller purchases real property (other than land) or equipment with its own funding, and designates the real property or equipment as recipient cost share, the Government will have a financial interest in the real property or equipment. The financial interest of the Government is determined by the Federal participation in the project.

5. Disposition of Property - At the completion of the term of this Contract, items of property acquired under this agreement shall be disposed of in accordance with DGARS paragraph 34.21(e).

ARTICLE 13: OTHER CONTRACT PROVISIONS

The following provisions are incorporated by reference. In accordance with 32 CFR 37.705(a) and 34.31, all contracts, including those for amounts less than the simplified acquisition threshold, shall contain the following provisions as applicable:

A. Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by E.O. 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and sub awards in excess of \$2000 for construction or repair awarded by Seller and subcontractors shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Seller shall report all suspected or reported violations to the responsible DoD Component.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded by Seller in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Rights to Inventions Made Under a Contract or Agreement -- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

E. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended -- Contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the responsible DoD Component and the Regional Office of the Environmental Protection Agency (EPA).

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Any notifications shall be provided to Buyer's Authorize Procurement Representative.

G. Debarment and Suspension (E.O.s 12549 and 12689) -- Contract awards that exceed the simplified acquisition threshold and certain other contract awards shall not be made to parties listed on nonprocurement portion of the General Services

Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs in accordance with E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals.