

CUSTOMER CONTRACT REQUIREMENTS
Proprietary
CUSTOMER CONTRACT 153G001

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract is for the procurement of commercial products and/or commercial services under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Sections 1 and 2 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. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.203-7 Anti-Kickback Procedures (JUN 2020). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies if this contract exceeds the threshold specified in FAR 3.502-3(i) on the date of subcontract award.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). This clause applies only if this contract exceeds the simplified acquisition threshold.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024). This clause applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of contract award. Acceptance of this Contract shall serve as the declaration by Seller, including the certification and disclosure in paragraphs (c) and (d) of this provision, required under 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.808 on the date of subcontract award. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of contract award and has a performance period of more than 120 days.

52.203-14 Display of Hotline Poster(s) (NOV 2021). This clause applies if this contract exceeds the threshold specified in Federal Acquisition Regulation 3.1004 (b)(1) on the date of subcontract award, except if the contract is for the acquisition of a commercial product or commercial service, or is performed entirely outside the United States.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of

2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-21 Basic Safeguarding of Covered Information Systems (NOV 2021). This clause applies to the Contract if Seller may have Federal contract information residing in or transiting through its information system.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023). 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 (NOV 2021).

Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, 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."

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023). In paragraph (b), if an exception has been granted by the Contracting Officer, notice shall be provided to Seller through Buyer.

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023).

Paragraph (c)(1) is deleted and reserved. The terms "Contractor" and "contractor" mean "Seller." In paragraph (b)(3) the term solicitation refers to the solicitation from the Government. In paragraphs (b)(5)(i)(A), (c)(3)(i), (c)(4)(i)(C), the term "Government" means "Government or Buyer." In paragraphs (c) and (d) the terms "contracting officer" and "Contracting Officer" mean "Buyer." Paragraph (c)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. In paragraph (c)(3)(i), reference to paragraph (c)(3)(ii) is deleted and the last sentence is deleted and replaced with the following: For indefinite delivery contracts, Seller shall report to Buyer. Paragraph (c)(3)(ii) is deleted and reserved. In paragraph (c)(4)(ii), "10 business days" is replaced with "5 business days." In paragraph (e)(2) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the contract that are not in SAM apply to the contract and all subcontracts.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award. Seller agrees it is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, proposed for debarment or voluntarily excluded by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.

52.211-5 Material Requirements (AUG 2000). The term "Contracting Officer" shall mean "Buyer."

52.215-2 Audit and Records - Negotiation (JUN 2020). This clause applies if this contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) for which cost or pricing data is required, or (iii) that require Seller to furnish reports as discussed in paragraph (e) of this clause. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-

redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Certified Cost or Pricing Data (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) or if there is a contract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-14 Integrity of Unit Prices (NOV 2021). This clause applies except for contracts at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of contract award; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial products and commercial services; and petroleum products. Paragraph (b) of the clause is deleted.

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (NOV 2021). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-4 (a)(1) on the date of the agreement on price or the date of the award, whichever is later. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

52.215-23 Limitations on Pass-Through Charges. (JUN 2020). This clause applies if the contract is a cost-reimbursement contract that exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of contract award. If the contract is with DoD, then this clause applies to all cost-reimbursement contracts and fixed-price contracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4 on the date of contract award. In paragraph (c), "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (JAN 2025).

52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2025). In paragraph (b), the term "solicitation" refers to the prime solicitation. In paragraph (d), "Contracting Officer" means Buyer.

52.222-35 Equal Opportunity for Veterans. (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.

52.222-37 Employment Reports on Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless

exempted by rules, regulations, or orders of the Secretary of Labor.

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

52.222-41 Service Contract Labor Standards (AUG 2018). This clause applies if this contract is subject to the Service Contract Labor Standards statute. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.

52.222-50 Combating Trafficking in Persons (NOV 2021). The term "Contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-50 Combating Trafficking in Persons Alternate I (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-54 Employment Eligibility Verification (JAN 2025). This clause applies to all subcontracts that (1) are for (i) services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.224-3 Privacy Training (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer". This clause applies if Seller employees will (1) Have access to a system of records; (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, or operate a system of records.

52.224-3 Privacy Training Alternate I (JAN 2017).

52.225-1 Buy American - Supplies (OCT 2022). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

52.225-13 Restriction on Certain Foreign Purchases (FEB 2021).

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving (MAY 2024).

52.227-1 Authorization and Consent (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. A copy of each notice sent to the Government shall be sent to Buyer.

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

52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

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

52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

52.227-17 Rights in Data-Special Works (DEC 2007).

52.230-2 Cost Accounting Standards (JUN 2020). Paragraph (b) is excluded. Seller shall comply with all CAS in effect on Seller's award date or if Seller has submitted certified cost or pricing data, on the date of final agreement on price as shown on Seller's signed Certificate of Current Cost or Pricing Data. If Seller is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the FAR applies.

52.230-3 Disclosure and Consistency of Cost Accounting Practices (JUN 2020). Paragraph (b) is excluded. Seller shall comply with all CAS in effect on Seller's award date or if Seller has submitted certified cost or pricing data, on the date of final agreement on price as shown on Seller's signed Certificate of Current Cost or Pricing Data. If Seller is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the FAR applies.

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m).

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

52.244-6 Subcontracts for Commercial Products and Commercial Services (JAN 2025). The clauses

in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.

52.245-1 Government Property (SEP 2021). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

52.246-5 Inspection of Services-Cost-Reimbursement (APR 1984). The term "Contractor" means "Seller" and the term "Government" means "Government and/or Buyer" except in paragraph (d) the second time it appears, and paragraph (e) where the term "Government" means "Buyer."

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021). This clause does not apply if this contract is for the acquisition of commercial products or commercial services unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

52.253-1 Computer Generated Forms (JAN 1991).

2. Commercial Items If goods or services being procured under this contract are commercial products and/or commercial services and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of contract award and has a performance period of more than 120 days.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

52.203-17 Contractor Employee Whistleblower Rights (NOV 2023).

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-21 Basic Safeguarding of Covered Information Systems (NOV 2021). This clause applies to the Contract if Seller may have Federal contract information residing in or transiting through its information system.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023). 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 (NOV 2021).

Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, 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."

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023). In paragraph (b), if an exception has been granted by the Contracting Officer, notice shall be provided to Seller through Buyer.

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023). Paragraph (c)(1) is deleted and reserved. The terms "Contractor" and "contractor" mean "Seller." In paragraph (b)(3) the term solicitation refers to the solicitation from the Government. In paragraphs (b)(5)(i)(A), (c)(3)(i), (c)(4)(i)(C), the term "Government" means "Government or Buyer." In paragraphs

(c) and (d) the terms "contracting officer" and "Contracting Officer" mean "Buyer." Paragraph (c)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. In paragraph (c)(3)(i), reference to paragraph (c)(3)(ii) is deleted and the last sentence is deleted and replaced with the following: For indefinite delivery contracts, Seller shall report to Buyer. Paragraph (c)(3)(ii) is deleted and reserved. In paragraph (c)(4)(ii), "10 business days" is replaced with "5 business days." In paragraph (e)(2) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the contract that are not in SAM apply to the contract and all subcontracts.

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition Alternate I (DEC 2023). Selection of the FASCSA orders may be made by Contracting Officer or Buyer.

52.219-8 Utilization of Small Business Concerns (JAN 2025).

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.

52.222-37 Employment Reports on Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

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

52.222-50 Combating Trafficking in Persons (NOV 2021). The term "Contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-50 Combating Trafficking in Persons Alternate I (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the

performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.224-3 Privacy Training Alternate I (JAN 2017).

52.224-3 Privacy Training (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer". This clause applies if Seller employees will (1) Have access to a system of records; (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, or operate a system of records.

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

52.240-1 Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (NOV 2024).

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021). This clause does not apply if this contract is for the acquisition of commercial products or commercial services unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

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

245-714 (U) Government Property (MAY 2024)

(U) (a) General: The Supplier shall maintain adequate property control procedures, records, and a system of identification of all Government property accountable to this contract in accordance with FAR Part 45 and the applicable Government Property clause incorporated by reference in Section I. If any FAR language, provision, or clause conflicts or is inconsistent with Government specific Government Property clause(s), the language, provisions or Government-specific Government Property clause(s) shall prevail to the extent of such inconsistency. The Supplier must include the requirements of this clause in all subcontracts that utilize Government property. The Supplier shall follow the "Government Property (GFP/CAP) Handbook" attached to the contract in Section J. The terms "Government property", "contract accountable property," "Government equipment," and "supplier-acquired property/material" are used interchangeably and equally within this clause. All items provided to the supplier, including equipment and material, are equally considered to be Government property.

(U) (b) Government Property Administrators (PA): The Contracting Officer has delegated property administration authority to the Government Property Administrators.

Address to be provided upon request

(U) (d) Government-Furnished Property List: If Government-furnished property is identified, the Government will deliver to the Supplier the property identified in the Section J attachment entitled Government-Furnished Property List for use in the performance of this contract on a no-charge-for-use basis. The Government-furnished property list will be periodically updated by the Contracting Officer to capture additional furnished and/or transferring property. The Government-Furnished Property List will contain the necessary data, including unit acquisition costs that is needed for the creation of appropriate property records in the Supplier's property management system. If the provided data does not meet the recording and reporting requirements of the FAR and this contract, the Supplier shall provide a written notification to the Contracting Officer listing the affected assets and missing data elements. The Supplier may use Government property in its possession, which is accountable to another Government contract(s), if the cognizant Contracting Officer(s) provides written authorization for use on a rent-free, non-interference basis.

(U) (e) Movement/Transfer of Property: The Government may direct the movement/transfer of contract-accountable property between contracts. All transfers must be coordinated between the losing and gaining Contracting Officers, Government Property Administrators and the Contracting Officer's Technical Representatives (COTR). Transfers between contracts, after CO notification, must be documented using a DD 1149 (or similar document). A listing of the property (in the Government's template) with all data elements must be attached to the transfer document. A copy of all movement/transfer documents must be submitted to the Contracting Officer on a quarterly basis following the same reporting dates as the Financial Quarterly Reporting Requirements. This will allow the Contracting Officer(s) to incorporate the transfer documents into a contract modification or other written authorization document, as appropriate.

(U) (f) Government Property Reports:

(1) Annual Government Property Report (AGPR)

1. The supplier shall, on an annual basis, report all Government Property in their possession as of 31 July of the reporting year. The AGPR shall be received by the Government Property Administrator no later than 15 August or the Supplier will have failed to report on a timely basis.

2. The report shall include GFP/CAP and GFM/CAM on all current and expired contracts (regardless of property dollar value) until formally relieved of accountability by the Contracting Officer and/or property administrator.

3. Prime suppliers shall include all contract-accountable property in the possession of their subsuppliers in each AGPR. Subsuppliers will not submit separate property reports to the Government for their subcontracts.

4. Reports shall be prepared in accordance with the Government Property Reporting Templates and Instructions, Annual Government Property format. in Excel. one contract or task order per worksheet as defined in the "Government Property (GFP/CAP) Handbook," and this clause.

5. Contracts having no Government property as of the required reporting dates, and having the appropriate property clauses incorporated, are required to submit a Negative report.

(2) Financial Quarterly Government Property Reporting (F-QGPR) Assets >\$50K

1. The Supplier shall, on a quarterly basis, report all single assets of GFP/CAP with a total unit acquisition cost >\$50,000.

2. The F-QGPR shall be received by the Government (to include Negative reporting) not later than the 15th day after each of the following reporting periods or the Supplier will have failed to report on a timely basis.

First Quarter	1 August- 31 October	Due 15 November
Second Quarter	01 November- 31 January	Due 15 February
Third Quarter	01 February- 30 April	Due 15 May
Fourth Quarter	01 May-31 July	Due 15 August

3. Prime suppliers shall include applicable contract-accountable property in the possession of their subsuppliers in each F-QGPR. Subsuppliers will not submit separate F-

QGPRs to the Government for their subcontracts.

4. Negative reports are required for each contract or task order having no single asset meeting the capital threshold value of >\$50,000 during the reporting period.

5. Material (GFM/CAM), as defined in the "Government Property (GFP/CAP) Handbook," component parts, and assets only for maintenance and repair (O&M) are excluded from the F-QGPR requirement

(3) Delivery of Reports: Delivery of both the AGPR and F-QGPR reports shall be in softcopy via Government IT systems (secure email preferred) or CD via postal mail. "Received" is defined as an IT-system time-stamped delivery date or US Post Office postmark date. Reports must be received by their appropriate due dates or the Supplier will have failed to report on a timely basis.

(U) (g) Monthly Contract Status Report (MCSR) and Supporting Documentation: In accordance with Federal Accounting Standards and Office of Management and Budget (OMB) directives, the Government must obtain data from the supplier's records to complete its financial reports. Therefore, in addition to the Supplier's F-QGPR, the supplier shall include data and supporting documentation for capital assets direct charged to the contract during the monthly reporting period, whether retained for use on a contract or immediately delivered to the Government. Additionally, each fabricated/modified asset identified as a potential capital asset shall report the work-in-process as part of the supplier's monthly contract status report. Adequate supporting documentation shows any/all costs to bring the "asset to its intended use, e.g. direct labor expended and rate(s), indirect labor/rate(s), equipment/materials to fabricate an asset, and delivery. Additional guidance and instructions are provided in the "Government Property (GFP/CAP) Handbook."

(1) Supporting Documentation (>\$50,000):

1. Supplier-acquired property (CAP) direct charged: Original invoice or purchase order with the corresponding receiving report. Include the asset's unique identification number and contract number on each supporting document.

2. Fabricated/Modified assets: Work in Process: The work-in-process or invoice to date values will be collected and validated against the final DD250 (or similar document) for all fabricated/ modified assets (to include systems).

Completed and/or accepted: A DD250, or similar document, certified by the supplier showing the total labor cost of the item (total labor hours multiplied by the associated labor rates) and the itemized cost of materials, should validate against all invoices to date for the associated asset. Include the asset's unique identification number and contract number on each DD250 or similar document.

(2) Estimation of costs and placed in service date may be required for older assets or GFP previously provided with no documentation. The Government provides the following to assist in these limited situations to ensure complete and accurate property record data.

1. If no supporting documentation is available, the valuation should be estimated in accordance with below instructions and as indicated in the "Government Property (GFP/CAP) Handbook." The estimate shall be certified by a company representative with financial approving authorities.

Identify the midpoint of the estimated range for the placed in service date where only a range of years can be identified.

2. Assets having a date received/placed in service date prior to 1 October 2018, the estimate valuation is based on:

1. Cost of similar asset at the time of acquisition
2. Current cost of similar assets discounted for inflation since the time of acquisition
3. Other reasonable methods, including engineering documents or contracts
4. Fair value based on Supplier experience (the amount at which an asset could be exchanged in a current transaction between willing parties)

3. Assets having a date received/placed in service date between 1 October 2018 - 30 September 2021:

1. Cost of similar asset at the time of acquisition

2. Current cost of similar assets discounted for inflation since the time of acquisition
4. Assets having a date received/placed in service date after 1 October 2021: No estimation of cost will be accepted. The supplier shall have complete and accurate documentation supporting the financial audit trail showing any/all costs to bring the asset to its intended use, e.g., direct labor expended and rate(s), indirect labor/rate(s), any/all materials to fabricate the asset, and delivery. Any exceptions for fabricated assets already in progress prior to 1 October 2020 will be individually addressed by the Contracting Officer.

(U) (h) Supplier Accountability:

(1) With respect to holding the Supplier accountable for meeting the terms of the contract, the Government has various rights or remedies at its disposal, to include, but not be limited to the following:

Contactor Performance Evaluations (FAR 42.15)

Award Fee Determinations (FAR 16.4)

Revocation of Government's Assumption of Risk (FAR 45.104 & 45.105)

Suspension of Invoice Payments (FAR 32)

Termination of Contract (FAR 49)

Suspension and debarment (FAR 9.4)

(2) In enforcing the Supplier's responsibility to account for, track, and report Government-furnished property (GFP) and Supplier-acquired property (CAP), the Government, taking into account all salient factors, may exercise one or a combination of the actions noted above. For GFP/CAP, these actions may be applied for noncompliance with contract terms and conditions, to include, but not be limited to, the following:

1. Failure to submit complete, accurate, timely, or consecutive Quarterly Government Property Reports;
2. Failure to submit complete, accurate, or timely Annual Government Property Reports;
3. Inadequacy of the Supplier's property management system (determined through Property Management System Analysis);
4. Failure to submit a timely corrective action plan that sufficiently addresses Supplier property management system inadequacies and/or risks; or
5. Failure to execute a Government-approved corrective action plan in a timely manner.

(U) (i) Disposition & End of Contract Inventory Report: Upon contract completion, the Supplier shall submit an end of contract inventory report (disposition request). The supplier shall screen the inventory listing against all in-house Government contracts prior to submittal to the Government: This report shall consist of all remaining GFP/CAP and GFM/CAM accountable to the contract and shall be submitted to the CO, COTR and PA. Upon completion of the transfer modification, indicating all property being transferred to another contract/supplier or returned to the Government for storage/re-use, the Supplier shall submit the excess remaining GFP/CAP and GFM/CAM inventory listing to the Property Administrator/Plant Clearance Officer for final disposition instructions. Any Government-Furnished Property (GFP) or Supplier-Acquired Property (CAP) that records, processes, stores and/or transmits Government classified or sensitive data shall be returned to the Government once the bona-fide need for its use has expired. See the "Government Property (GFP/CAP) Handbook" for templates, format, and additional disposition and end of contract guidance.

(U) (j) The Supplier shall include the substance of this clause, including this paragraph (i) in all subcontracts under this contract when there is Government property with Subsuppliers. The Supplier shall be responsible for compliance by any Subsupplier or lower-tier Subsupplier with the provisions set forth in paragraphs (a) through (h) of this clause.

(u) (a) The supplier, including supplier personnel, must timely disclose to the Office of Inspector General (OIG) any and all possible or suspected violations of federal law; illegal intelligence activities, or fraud, waste or abuse related to this contract, by individuals charging directly or indirectly to this contract. In addition, the supplier agrees to include the substance of this clause in all subcontracts exceeding the simplified acquisition threshold.

(u) (b) Supplier must make their principals, employees, agents, and subsuppliers aware of their responsibilities for required reporting to OIG. Supplier must also inform their principals, employees, agents, and subsuppliers that they can fulfill reporting requirements under this clause via the OIG Hotline, including by phone at (866)376-1090 or in writing.

204-701 (U) Security Requirements - General (SEP 2023)

(U) (a) Contracting Officer's Security Representatives (COSR) are the designated representatives of the Contracting Officer and derive their authorities directly from the Contracting Officer. They are responsible for certifying the Supplier's capability for handling classified material and ensuring that Government security policies and procedures are met. The COSR is the focal point for the Supplier, Contracting Officer, and COTR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR for this contract is (see contract for contact).

(U) (b) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.

(U) (c) The Supplier is obligated to comply with all relevant clauses and provisions incorporated into this contract, the "Secrecy Agreement", and, as referenced in provision of 32 Code of Federal Regulation (CFR) Part 117 the National Industrial Security Program Operating Manual (NISPOM), incorporating Change 2, dated 18 May 2016, and all applicable Government security policies and procedures, including Intelligence Community Directives (ICDs) and Security Executive Agent Directives (SEADs).. The Supplier shall maintain a security program that meets the requirements of these documents.

(U) (d) Classified processing on an Information System (IS) requires Government approval and shall be coordinated with the Industrial Information System Security Manager (ISSM) prior to any information system hardware or software procurement and/or classified processing in support of this contract. The Supplier shall submit a System Security Plan (SSP) to ISSD for accreditation at the level indicated in the terms and conditions of this contract.

(U) (e) Security requirements are a material condition of this contract. The Supplier shall adhere to security requirements specified by the Government. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Suppliers directors or officers, or on the part of any of the managers, superintendents, or equivalent representative so the Contract who have supervision or direction of:

- (1) All or substantially all of the Supplier's business, or
- (2) All or substantially all of the Supplier's operations at any one plant or separate location in which this contract is being performed, or
- (3) A separate and complete major industrial operation in connection with the performance of this contract

(U) (f) When deficiencies that do not warrant immediate default are noted in the Supplier's security program, the Contracting Officer will provide the Supplier with written notice of the deficiencies and give the Supplier a period of 90 days to take corrective action. If the Supplier fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Supplier shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

(U) (g) When it is deemed necessary to disclose classified information to a subsupplier in order to accomplish the purposes of this contract, the Supplier shall request permission of the Contracting Officer prior to such disclosure. The Supplier agrees to include in all subcontracts all appropriate security provisions pertaining to this contract.

(U) (h) Classification Authority -- Executive Order 13526 - Classified National Security Information provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the

Supplier in performance of this contract.

(U) (i) Identification and Markings -- The classification of documentation shall comply with the guidelines set forth in Executive Order 13526 - Classified National Security Information.

(U) (j) In addition, each classified document shall have a classification block in the lower left-hand corner of the first page (or on the inside front cover of bound publications, provided that the overall classification is marked on the outside cover):

Classified By: [Supplier's Government Identification Number]

Derived From: [*]

Declassify On: [*]

*Use the classification guidance from the National Security Classification Guide (NSCG).

(U) (k) Each classified document shall indicate which paragraphs or other portions, including subjects and titles, are classified and which are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, and "(U)" for Unclassified will be placed at the beginning of the text to which it applies. Non-text portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.

(U) (l) Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not otherwise be assigned.

(U) (m) Downgrading and Declassification -- No classified document or material provided by the Government, or generated by the Supplier pursuant to the contract, may be downgraded or declassified unless authorized in writing by the Contracting Officer.

(U) (n) The Supplier shall report all adverse and security relevant information, including potential cases of insider threats, concerning any of their cleared employees to their COTR, ASO and COSR immediately upon receipt of such information. At a minimum, this information shall be provided verbally to the COTR and COSR within one business day, followed up with a written report within two business days after receipt of such information. Other reporting requirements will be based on the level of clearance held by the employee(s) and other guidance as provided clearance division and/or COSR.

(U) (o) Subsequent to the date of this contract, if the contract's security requirements as provided in this clause are changed by the Government and the security costs or time required for delivery under this contract are thereby increased or decreased the contract price, delivery schedule, or both, and any other provision of this contract which may be affected, shall be subject to an equitable adjustment in accordance with the procedures in the Changes clause of this contract.

(U) (p) When the Supplier, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Supplier shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer, after consultation with security, may issue a waiver in writing to:

- (1) Modify or rescind such security requirements, or
- (2) Waive compliance with such security requirements.

204-703 (U) Nonpublicity (JAN 2017)

(U) (a) The Supplier shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means advertising (e.g. trade magazines, newspapers, Internet, radio, television, or other media), marketing, or a reference for new business. This shall include, but, is not limited to, the use of the terms "or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Supplier may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Suppliers are not required to obtain waivers when informing offices within this Government of contracts it has performed or is in the process of performing provided there are no security restrictions. Suppliers may include the requirement for security clearances up to the TS, SCI level in public employment advertisements; however, these advertisements may not describe the scope of polygraph requirements in any manner. Violations of this clause constitute a major breach of contract, and the contract may be terminated for default, without the requirement of a 10-day cure notice.

(U) (b) The Supplier shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

204-719 (U) Notification of Issuance of Subcontracts with Any Classified Aspects (AUG 2024)

(U) a) For the purpose of this clause, subcontract means a contract, as defined in FAR Subpart 2.1, entered into by a Subsupplier to furnish supplies or services for performance of the prime contract, or a subcontract, wherein any aspect of the work is classified. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(U) (b) The Supplier shall provide to the Contracting Officer written notice of all subcontracts and/or lower-tier subcontracts, issued hereunder wherein any aspect of the subcontract is classified. Notification shall be accomplished using the "Subsupplier Notification Form1." This form can be obtained from the Contracting Officer. The notice shall include (1) the name and address of the Subsupplier(s) and (2) a description of the supplies or services that are being acquired pursuant to the subcontract. Subsupplier notification shall be provided to the Contracting Officer within 14 days of entering into such subcontracts. The Contracting Officer will request subsupplier FOCI documentation (SF328, an OES, and a KMPL for the Subsupplier and the Subsupplier's highest level domestic operational parent organization). If required. When requested by the Contracting Officer, Subsuppliers shall submit the FOCI documentation required by the clause entitled "Foreign Ownership, Control, or Influence" (FOCI) of this contract through the prime supplier to the Contracting Officer. If the Subsuppliers and/or lower-tier Subsuppliers, performing classified work have any FOCI updates since their previous submittals or during the performance of the contract. updated FOCI documentation shall be submitted to the Contracting Officer.

(U) (c) In accordance with contract clause 152.204-701 Security Requirements-General. security requirements are a material condition of this contract and any subcontracts with any classified aspects. The Supplier's obligations under this clause are in addition to any other provision of this contract, if any, relating to subcontracting. The Supplier is responsible for ensuring that all Subsuppliers and/or lower-tier Subsuppliers having access to classified information must have the necessary Government personnel clearances. The Supplier is also responsible for ensuring that Subsuppliers and/or lower-tier Subsuppliers do not have FOCI concerns that would preclude the Subsuppliers and/or lower-tier Subsuppliers from performing classified work (e.g., Subsuppliers and/or lower-tier Subsuppliers shall be held to the same standards as Prime Suppliers regarding FOCI eligibility).

(U) (d) Subcontracts. The Supplier shall insert the provisions set forth in paragraphs (a) through (c) of this clause in subcontracts and/or lower-tier subcontracts which are undertaking classified work. The Supplier shall be responsible for compliance by any Subsupplier or lower-tier Subsupplier with the provisions set forth in paragraphs (a) through (c) of this clause.

204- 723 (U) Prohibition Against Recruiting on Government Controlled Facilities (OCT 2008)

(U) (a) The Supplier shall inform its employees and subsuppliers that they are not permitted to engage in employment recruitment while on any facility owned, leased, or otherwise controlled by the Government or to use Government communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the supplier or subsupplier initiated by an employee of the supplier or subsupplier; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of any individual by the supplier or subsupplier. Any Supplier or subsupplier employee who violates this policy may be denied further access to Government controlled facilities and systems. The Supplier shall emphasize this fact to its employees and subsuppliers and shall include the substance of this clause in each subcontract issued under this contract.

(U) (b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Government personnel enrolled in the Government's Career Transition Program.

(U) (c) Denial of access to Government controlled facilities as described in paragraph (a) of this clause shall not relieve the Supplier from full performance of the requirements of this contract. nor will it provide the basis for any claims against the Government.

204-727 (U) Restrictions Regarding Former Sponsor Employees (NOV 2018)

(U) (a) Except as authorized in writing by the Contracting Officer, the Supplier shall not use any person in the direct performance of this contract who:

(1) Was considered a Career Employee and has resigned from employment with the Sponsor within the previous 18 months;

(2) Has been barred from performing Sponsor contracts for a period of time as a result of a recommendation from a Sponsor Advisory Board; or

(3) Was terminated from employment with the Sponsor.

(U) Direct performance means a direct charge to a Sponsor's contract.

(U) (b) Paragraph (a) includes the use of a person as a supplier employee, subsupplier employee, consultant, independent supplier, or similar arrangement.

(U) (c) Paragraph (a)(i) does not apply to Career Employees who retired from the Sponsor.

(U) (d) The Supplier shall include the substance of this clause, including this paragraph (d) in all subcontracts. The Supplier shall be responsible for compliance by any Subsupplier or lower-tier Subsupplier with the provisions set forth in paragraphs (a) through (c) of this clause.

204-734 (U) Foreign Ownership Control or Influence (SEP 2023)

(U) (a) Definitions. "FOCI package," as used in this clause, means a complete set of Foreign Ownership, Control, or Influence (FOCI) documents to include a Standard Form 328, Certificate Pertaining to Foreign Interests (SF 328), an Organizational Entity Structure (OES) form when there is a parent level entity, and a Key Management Personnel List (KMPL). "Domestic operational parent," as used in this clause, means a U.S. entity which exercises operational control over its subsidiaries and affiliates. It does not include a holding company or a passive investment company.

(U) (b) Notwithstanding the provisions of 32 Code of Federal Regulations (CFR) Part 117, National Industrial Security Program Operating Manual (NISPOM) Rule, the Sponsor shall secure services or equipment from Suppliers, Subsuppliers, and/or lower-tier Subsuppliers, performing classified work which are not under Foreign Ownership, Control, or Influence or where any FOCI may, in the opinion of the Sponsor, adversely impact on security requirements. Notwithstanding the limitation on contracting with a Supplier, Subsupplier, and/or lower-tier Subsupplier under FOCI, the Sponsor reserves the right to contract with such Suppliers, Subsuppliers, and/or lower-tier Subsuppliers under appropriate arrangements, when it determines that such contracts will be in the best interest of the Sponsor.

(U) (c) Accordingly, the Supplier is required to submit a FOCI package for the Supplier and the Supplier's highest level domestic operational parent, if applicable.

(1) The Supplier shall submit its FOCI package at the company or subsidiary level, not at the branch or division level. The OES shall include the complete ownership chain from the highest parent, domestic or foreign, down to any subsidiaries or affiliates the Supplier may own.

(2) A separate FOCI submittal consisting of an SF 328 and a KMPL is also required at the highest level domestic operational parent entity level of the Supplier when such a relationship exists.

(3) All affirmative answers contained in a SF 328 must explain the identity, nature, degree, and impact on its organization or activities. The Sponsor reserves the right to request additional information.

(4) The KMPL must identify the Company Security Officer (CSO) and the required senior management by name, position, social security number, date/place of birth, citizenship status, ownership interest in the company, security clearances and any supplemental information which may be requested.

(U) (d) The Supplier shall report any changes in FOCI status and KMPL information during the period of performance of this contract. An updated SF 328 is required whenever there is a change in a response to any of the 10 questions on the SF 328. An updated KMPL is required whenever there is a key management personnel change. The documentation shall be submitted to the Contracting Officer in accordance with paragraph (f). Failure to provide timely notice may result in termination of Sponsor accredited locations. If the Subsuppliers and/or lower-tier Subsuppliers, performing classified work, have any changes in FOCI status and KMPL information, during the period of performance of this contract, the Supplier shall submit the changes to the Contracting Officer in accordance with paragraph (f).

(U) (e) The Supplier shall promptly disclose to the Contracting Officer any information pertaining to any interest or suspicious activity of the FOCI nature at the Supplier or its Subsuppliers.

(U)(f) The Supplier shall provide FOCI packages and/or changes to the Contracting Officer.

(U) (g) Subcontracts. The Supplier shall insert the provisions set forth in paragraphs (a) through (e) of this clause in subcontracts and/or lower-tier subcontracts which are performing classified work. The Supplier shall be responsible for compliance by any Subsupplier or lower-tier Subsupplier with the provisions set forth in paragraphs (a) through (e) of this clause.

204-750 (U) Cyber Incident and Privacy Data Breach Reporting (MAR 2024)

(U) (a) Definitions. As used in this clause -

"Adequate security" means protective measures that are commensurate with the risks, consequences, and probability of potential loss, misuse, or unauthorized access to, or modification of data, to include information.

"Compromise" means disclosure of data, including information, to unauthorized persons, or a violation of the security policy of a system, in which intentional or negligent unauthorized disclosure, modification, destruction, or loss of an object, or the copying of data to unauthorized media may have occurred.

"Supplier attributional/proprietary information" means information that identifies the supplier(s), whether directly or indirectly, by the grouping of information that can be traced back to the supplier(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.

"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.

"Personally Identifiable Information (PII)" means any data element that (1) on its own, can be used to distinguish or trace the identity of an individual; or (2) when combined with other information, that is linked or linkable to a specific individual, can be used to distinguish or trace the identity of an individual.

"Privacy data breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information (PII), or (2) where an authorized user accesses or potentially accesses PII for an other than authorized purpose.

(U) (b) Applicability. This clause applies to any information system owned, controlled, or operated by the Supplier that creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of the Sponsor's data or data connected to the Sponsor, to include Sponsor PII, PII collected on behalf of the Sponsor, or information related to the contract with the Sponsor. This includes information systems with a controlled interface or one-way-transfer that connects to a Sponsor accredited system.

(U) (c) Cyber Incident and Privacy Data Breach Notification Requirements. The Supplier hereby agrees to immediately give oral notification, followed by written notification, to the Contracting Officer of any known or suspected cyber incident or privacy data breach of the Sponsor's data that may arise during the course of the performance of this contract, or that substantially affects the Supplier's ability to perform the requirements of the contract. Written notification must be given not later than seventy-two (72) hours after discovery of the incident or breach. Notification must also be given to the Contracting Officer's Technical Representative (CORT) and the Contracting Officer's Security Representative (COSR). This notice requirement is a continuing obligation and survives termination, settlement or close out of the contract.

(U) (d) Response, Investigation, and Reporting Requirement.

1) The Supplier shall conduct an investigation of a known or suspected cyber incident or privacy data breach. This review shall also include analyzing the Supplier information system(s) that were part of the cyber incident or privacy data breach, as well as other information systems on the Supplier's network(s), that may have been accessed in order to identify compromised Sponsor data or that substantially affects the Supplier's ability to perform the requirements of the contract.

2) The Supplier shall prepare a report that identifies all pertinent facts related to the cyber incident or privacy data breach. This report shall be treated as information created by or for the Sponsor and apply appropriate handling, security, and protection controls. The report shall include at a minimum, but not be limited to the following information, if known:

- i. date of cyber incident and/or privacy data breach;
- ii. name and address of company and vendor code;
- iii. name and address of other involved companies or locations;
- iv. relevant contract information (contract number, COTR, COTR's phone number);
- v. POC who reported cyber incident and/or privacy data breach, clearance level, phone number;
- vi. Program Security Officer, clearance level, phone number;
- vii. identification of the compromised information systems and data;
- viii. type of compromise associated with the cyber incident or privacy data breach (e.g., unauthorized access, inadvertent release, ransomware attack, exfiltration);
- ix. identification of the Sponsor's data residing on the compromised systems;
- x. suspected classification of Sponsor's data;
- xi. a timeline of user activity on those systems;
- xii. a determination of the methods and techniques used to access the data;
- xiii. identification of the initial attack vector;
- xiv. identification of the threat actor;
- xv. the remediation steps and defensive measures taken to date;
- xvi. any sanitization or auditing that occurred and the applications that were used to sanitize or audit;
- xvii. identification of indicators; and
- xviii. identification of law enforcement or any Government entities that have been or will be notified.

3) The Supplier shall submit the report to the Contracting Officer or the authorized representative of the Contracting Officer not later than seventy-two (72) hours from the time the Supplier became aware of the cyber incident or privacy data breach. The Supplier shall provide regular report updates as new information becomes known, and shall be responsive to Sponsor's inquiries related to the cyber incident or privacy data breach.

(U) (e) Media preservation and protection. When a Supplier discovers a cyber incident or privacy data breach has occurred, the Supplier shall preserve and protect images of all known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the submission of the report to allow the Sponsor to request the media or decline interest.

(U) (f) Access to additional information. Upon request by the Sponsor, the Supplier shall provide Sponsor with access to any additional information or equipment that is necessary or relevant in order to identify, understand, assess, or respond to the cyber incident or privacy data breach, as appropriate under the circumstances, to include for purposes of conducting its own forensics analysis, data review, or assessment.

(U) (g) Cyber incident and privacy data breach assessment activities. The Sponsor may elect to conduct an independent review, assessment, inspection, investigation, forensic analysis, or evaluation of the system or data impacted. If the Sponsor elects to do any of the activities identified in this paragraph, the Contracting Officer will request that the Supplier provide all the information gathered in accordance with this clause. The Supplier shall provide the Sponsor with copies of the impacted data, to include digital media and physical copies, unless legal restrictions exist that limit the Supplier's ability to share such data. In such a case, the Supplier shall inform the Contracting Officer of the source, nature, and justification for such limitations and the authority responsible for such decision.

(U) (h) Sponsor safeguarding and use of supplier attributional/proprietary information. The sponsor shall protect against the unauthorized use or release of Supplier attributional/proprietary information, including such information submitted in accordance with this clause, to the maximum extent practicable, the Supplier shall identify and mark attributional/proprietary information. In making an authorized release of such 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.

(U) (i) Use and release of supplier attributional/proprietary information not created by or for Sponsor. Information that is obtained from the Supplier (or derived from information obtained from the Supplier) under this clause that is not created by or for Sponsor is authorized to be released outside of Sponsor-

- i. To entities with missions that may be affected by such information;
- ii. To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents and privacy data breaches;
- iii. To Government entities that conduct counterintelligence, cybersecurity, or law enforcement investigations;
- iv. For national security purposes, including cyber situational awareness and any cybersecurity or defense purposes; or
- v. To a support services supplier that is directly supporting Sponsor's activities under this contract.

(U) (j) Use and release of supplier attributional/proprietary information created by or for the Sponsor. Information that is obtained from the Supplier (or derived from information obtained from the Supplier) under this clause that is created by or for the Sponsor is authorized to be used and released outside of the Sponsor for purposes and activities authorized by paragraph (i) of this clause, and for any 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.

(U) (k) The Supplier shall conduct activities under this clause in accordance with applicable United States Federal laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(U) (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident and privacy data breach reporting required by this clause in no way abrogates the Supplier's responsibility for other safeguarding or cyber incident reporting pertaining to its information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements or the Supplier's other contracts with a U.S. Government entity.

(U) (m) Individual notifications related to PII privacy data breaches. The Sponsor may require the Supplier to notify any individuals potentially affected by a privacy data breach involving PII. In those instances, the Sponsor may require the Supplier to take countermeasures to mitigate the risk of harm to potentially affected individuals, or to protect PII on behalf of the Sponsor (such as operating call centers or providing resources for potentially affected individuals). When the Supplier provides notification on behalf of Sponsor, the content of any notification from the Suppliers to affected individuals must be coordinated with, and is subject to the approval of, the Sponsor's Privacy Officer, in coordination with the Contracting Officer, the Contracting Officer's Technical Representative, the Contracting Officer's Security Representative, and the Office of General Counsel.

(U) (n) A report of a cyber incident or privacy data breach shall not, by itself, be interpreted as evidence that the Supplier or its Subsupplier (at any tier) failed to provide adequate security safeguards.

(U) (o) Compliance with the provisions of this clause shall not entitle the Supplier to an equitable adjustment in contract price or to an extension of performance schedule.

(U) (p) Subcontracts. The Supplier shall include the entire substance of this clause, including this paragraph in all subcontracts under this contract. The Supplier shall be responsible for compliance by any Subsupplier or lower-tier Subsupplier with the provisions set forth in paragraphs (a) through (o) of this clause.

(U) (q) Nothing in this clause limits the Government's ability to conduct law enforcement, cybersecurity, or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to exfiltrate, infiltrate, or compromise information on the Supplier's information system in violation of any statute.

204-742 (U) Timely Notification of Litigation or Alternative Dispute Resolution (CCA) (MAR 2024)

(U) (a) The Supplier hereby agrees to immediately give written notice to the Contracting Officer of any current or anticipated litigation, administrative hearing, arbitration, mediation, or other alternative dispute resolution process that may arise during the course of the performance of this contract or thereafter, that involves or in any way relates to or affects: (1) any aspect of this contract, (2) its

terms or costs, (3) pertinent subcontracts, or (4) the Customer's relationship with the Supplier or its Subsuppliers. This notice shall include all relevant information with respect to the litigation, administrative hearing, arbitration, mediation, or other adjudicative process. This notice requirement is a continuing obligation and survives termination, settlement or close-out of the contract.

(U) (b) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Supplier or Subsupplier(s) involving customer transactions related to any contract litigation.

(U) (c) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited, the rights of attorney-client privilege to obtain injunctive relief, and/or any rights or remedies available.

(U) (d) In the event of litigation involving a Subsupplier, the Subsupplier shall immediately notify its next tier Subsupplier or the Supplier, as the case may be, of all the relevant information with respect to such litigation. The supplier shall submit a

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(U) (e) The Supplier shall include the substance of this clause, including this paragraph (e) in all subcontracts under this contract. The Supplier shall be responsible for compliance by any Subsupplier or lower-tier Subsupplier with the provisions set forth in paragraphs (a) through (d) of this clause.

209-701 (U) Organizational Conflict of Interest: General (JUL 2003)

(U) (a) The supplier warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, Alternatively, the supplier warrants that it has disclosed all relevant information regarding any actual or potential organization conflicts of interest.

The supplier agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the supplier has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

(U) (c) If the supplier was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(U) (d) The supplier shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime supplier, and the terms "contract", "supplier", and "contracting officer" modified appropriately to preserve the Government's rights.

(U) (e) Before a contract modification is made that adds work or significantly increases the period of performance, the supplier shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.

(U) (f) Supplier further agrees that Government may periodically review supplier's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

209-704 (U) Protection of Information (NOV 2016)

(U) (a) It is the Government's intent to ensure proper handling of sensitive planning, budgetary, acquisition, and contracting information that will be provided to, or developed by, the supplier during contract performance. It is also the Government's intent to protect the proprietary rights of industrial suppliers whose data the supplier may receive in fulfilling its contractual commitments hereunder.

(U) (b) Accordingly, the supplier agrees that it will not (1) disclose, divulge, discuss, or otherwise reveal information to anyone or any organization not authorized access to such information, or (2) use such information for any purpose other than that for which it was furnished, without the express written approval of the Contracting Officer. The supplier shall require that each of its employees assigned to work under this contract, and each subsupplier and its employees assigned to work on

subcontracts issued hereunder, execute nondisclosure agreements acknowledging the above restrictions before providing them access to such information. The supplier shall also require all future company employees, subsuppliers, and subsupplier employees needing similar access to such information to execute nondisclosure agreements prior to providing them access to the above identified information. The requirement for the supplier to secure nondisclosure agreements from their employees may be satisfied by having each employee signing one nondisclosure as a term of their employment and need not be accomplished separately for each individual contract for which the employee will support, unless a separate agreement is specifically requested by the Contracting Officer. The supplier will make copies of these individual agreements available to the Contracting officer upon request. These restrictions do not apply to such information after the Government has released it to the supplier community either in preparation for or as part of a future procurement, or through such means as dissemination at Supplier Industrial Forums.

(U) (c) The supplier further agrees that any source documents furnished by the Government and any supplier documents developed therefrom in the performance of this contract are the sole property of the Government and will be held in the strictest confidence.

(U) (d) If the work to be performed under this contract requires access to the proprietary data of other companies, the supplier agrees to enter into an agreement with the company that has developed this proprietary information to:

(1) protect such proprietary data from unauthorized use or disclosure for as long as the information remains proprietary; and

(2) refrain from using the information for any purpose other than support of the Government contract for which it was furnished. The supplier shall provide a properly executed copy of any such agreement(s) to the Contracting Officer. These restrictions are not intended to protect data furnished voluntarily without limitations on their use. Neither are they intended to protect data, available to the Government or supplier, from other sources without restriction.

(U) (e) The supplier agrees to include in each subcontract a clause requiring compliance by the subsupplier and succeeding levels of subsuppliers with the terms and conditions herein.

(U) (f) The supplier agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with restrictive legends received in performance of this contract by the supplier or any person to whom the supplier has released or disclosed the data.

(U) (g) The supplier further agrees that the Government may periodically review supplier's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate. The supplier is on notice that this clause supplements, but does not supersede, the supplier's obligations under paragraph (b) of clause .209-701, Organizational Conflict of Interest - General.

222-700 (U) Equal Employment Opportunity (JUL 2016)

(U) (a) The Supplier, subsupplier, and supplier consultants, (collectively known as the Supplier) shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Government policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property or in performance of duties on behalf of the Government.

(U) (b) If either the Contracting Officer or a designated representative of the Government's Office of Equal Employment Opportunity provides the Supplier notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Supplier, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Government's Office of Equal Employment Opportunity. If the Supplier fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(U) (c) Nothing in this clause shall relieve the Supplier from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(U) (d) The Supplier shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Supplier's receipt of a claim made by a Supplier employee alleging any violation of an equal employment opportunity requirement by:

(i) a Government employee; or

- (ii) any individual when connected to:
 - (a) performance of this contract; or
 - (b) activities occurring on Federal property.

(U) (e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Supplier shall cooperate with and participate in the Government's investigation and related EEO process. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Supplier.

(U) (f) The Supplier's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(U) (g) The Supplier shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime supplier shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.