

**CUSTOMER CONTRACT REQUIREMENTS**  
**Low-Cost Co-Bonded Composites**  
**CUSTOMER CONTRACT 2025-396-002**

**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 Section 1 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** (MAY 2014). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

**52.203-11 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** (JUN 2020). 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)** (JUN 2020). 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 item or is performed entirely outside the United States.

**52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights** (JUN 2020). This clause applies if this contract exceeds simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

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

**52.204-2 Security Requirements** (MAR 2021). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.

**52.204-13 System for Award Management Maintenance.** (OCT 2018).

**52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts** (OCT 2016). In this clause, "Contractor" means "Buyer." Seller shall submit the information required by paragraph (f) (1) for services performed under this contract at or above the thresholds set forth in 4.1703(a)(2), during the preceding fiscal year (October 1-Sept 30) to Buyer annually by Oct. 15th. In accordance with paragraph (f) (2), this information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

**52.204-21 Basic Safeguarding of Covered Information Systems** (JUN 2016).

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

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (AUG 2020). Paragraph (b)(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.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (JUN 2020). 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, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.

**52.211-15 Defense Priority and Allocation Requirements** (APR 2008). This clause is applicable if a priority rating is noted in this contract.

**52.215-2 Audit and Records - Negotiation** (OCT 2010). This clause applies only if this contract exceeds \$150,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

**52.215-10 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."

**52.215-11 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications** (JUN 2020). This clause applies if there is modification to the contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4 (a)(1) on the date of execution of the modification, except the clause does not apply to any modification if an exception under FAR 15.403-1(b) applies. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

**52.215-12 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)."

**52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications** (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) on the date of agreement on price or the date of award, whichever is later. The certificate required by paragraph (c) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-14 Integrity of Unit Prices** (JUN 2020). 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 items; 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).

**52.215-19 Notification of Ownership Changes** (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

**52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications** (JUN 2020). 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.

**52.215-23 Limitations on Pass-Through Charges. Alternate I** (OCT 2009). This clause applies to all cost-reimbursement subcontracts that exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.

**52.219-8 Utilization of Small Business Concerns** (OCT 2018).

**52.219-9 Small-Business Subcontracting Plan** (JUN 2020). This clause applies if this contract exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10) (v), Seller agrees

that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its own unique entity identifier, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10)(vi), the following information is provided: (1) the prime contract number is \_N00014-21-D-7001\_, (2) Buyer's unique entity identifier is \_LDMMF472BB93\_, and the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISRs is (contact Buyer's Authorized Procurement Representative.)

**52.219-9 Small-Business Subcontracting Plan Alternate II** (NOV 2016). This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance.

**52.222-1 Notice to the Government of Labor Disputes** (FEB 1997). The terms "Contracting Officer" shall mean 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** (OCT 2020). 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).

**52.222-54 Employment Eligibility Verification** (OCT 2015). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving** (JUN 2020). This clause applies if the contract exceeds the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

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

**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.

**52.227-1 Authorization and Consent Alternate I (APR 1984).**

**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.

**52.227-14 Rights in Data--General (MAY 2014).** This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

**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.

**52.230-6 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. (DEC 2013).** 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 Deviation (MAR 2025).**

**52.245-1 Government Property (JAN 2017).** 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."

**2. DoD FAR Supplement Clauses** DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008).** This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).**

**252.203-7004 DISPLAY OF HOTLINE POSTER (MAY 2019).** The clause applies if the Contract exceeds the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004 (b)(2)(ii) on the date of Contract award, except for when the contract is for the acquisition of a commercial item.

**252.204-7000 Disclosure of Information (OCT 2016).** Seller shall submit requests for authorization

to release information through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

**252.204-7004 Antiterrorism Awareness Training for Contractors** (FEB 2019). This clause applies when Seller performance requires routine physical access to a Federally-controlled facility or military institution.

**252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting** (DEC 2019). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via [abuse@Boeing.com](mailto:abuse@Boeing.com) with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives.

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

**252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (MAY 2016).

**252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services** (JAN 2021). In paragraph (d), all required reporting shall be to Buyer.

**252.204-7020 NIST SP 800-171 DoD Assessment Requirements** (NOV 2020). This clause applies unless the contract is for COTS items. Seller is required to have completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for Controlled Unclassified Information (CUI) that is processed, stored, or transmitted on covered contractor information systems relevant to its performance that are not part of an information technology service or system operated on behalf of the government.

Seller represents and warrants that it is in compliance with the requirements of DFARS Clause 252.204-7020 as modified by the preceding paragraph.

**252.211-7003 Item Unique Identification and Valuation** (MAR 2016).

This clause applies if this Contract acquires any item for which unique item identification is required as defined in the Contract.

**252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data** (JUL 2019). This clause applies if the Contract exceeds the simplified acquisition threshold defined in FAR part 2. "Offeror" shall mean "Seller" and the term "Contracting Officer" shall mean "Buyer." In paragraph (d) (3), "10 days" is changed to "7 days."

**252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Alternate I** (JUN 2019). This clause applies if the contract exceeds the simplified acquisition threshold defined in FAR Part 2.

**252.219-7003 Small Business Subcontracting Plan (DoD Contracts)** (DEC 2019). Paragraph (e) is deleted. If the Contract exceeds the applicable threshold specified in Federal Acquisition Regulation 19.702(a), has further subcontracting opportunities, and Seller participates in the Test Program described in DFARS 219.702-70, DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) is also included in the Contract.

**252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements** (DEC 2010). This clause applies to all solicitations and contracts (including task or delivery orders and bilateral

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

**252.223-7006 Prohibition on Storage, Treatment, And Disposal of Toxic Or Hazardous Materials** (SEP 2014). This clause applies if the contract requires, may require, or permits Seller access to a DoD installation. Seller shall include this clause in any of their subcontracts.

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

**252.225-7013 Duty Free Entry** (APR 2020). This clause applies is the contract is for qualifying country components or nonqualifying country components for which Seller estimates that duty will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. The information required by paragraph (j)(3) of this clause is available upon request.

**252.225-7048 Export-Controlled Items** (JUN 2013).

**252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China** (AUG 2022). This clause applies only if this contract exceeds \$5 million, not including contracts for commercial items, and a covered entity employs one or more individuals who perform work in the People's Republic of China.

**252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns** (APR 2019). This clause applies only if this contract exceeds \$500,000.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation** (FEB 2014). This clause applies when noncommercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

**252.227-7016 Rights in Bid or Proposal Information** (JAN 2011).

**252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions** (JAN 2011).

**252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends** (MAY 2013). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer".

**252.227-7027 Deferred Ordering of Technical Data or Computer Software** (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

**252.227-7030 Technical Data -- Withholding of Payment** (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

**252.227-7037 Validation of Restrictive Markings on Technical Data** (SEP 2016).

**252.227-7038 Patent Rights—Ownership By The Contractor (Large Business)** (JUN 2012). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business concern or nonprofit organization.

**252.231-7000 Supplemental Cost Principles** (DEC 1991).

**252.235-7010 Acknowledgement of Support and Disclaimer** (MAY 1995). In paragraph (a), the name of the contracting agency is \_Office of Naval Research\_ and the Contract Number is \_N00014-21-D-7001\_. In paragraph (b), the name of the contracting agency is \_Office of Naval Research\_.

**252.247-7023 Transportation of Supplies by Sea-Basic** (FEB 2019). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded.

**3. 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 Section 1 above are deleted and the following FAR 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.

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

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** (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."

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

**52.204-27 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** (FEB 2024).

**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).

**52.244-6 Subcontracts for Commercial Products and Commercial Services** (MAR 2025).

**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.

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

#### **2025-396 Special Provisions .**

#### **DEFINITIONS:**

In this CCR, the following definitions apply:

Agreement: Contract

Contractor: Buyer, unless specifically defined otherwise

Subcontractor: Seller, unless specifically defined otherwise

Subcontract Representative: Buyer's Procurement Agent, unless specifically defined otherwise

#### **G.10. IDENTIFICATION OF LOWER-TIER SUBCONTRACTORS**

1. The Subcontractor shall inform the Contractor and shall obtain written consent from Contractor's Subcontract Representative for all lower-tier subcontractors, consultants, etc., who will provide materials and/or services hereunder to Subcontractor. Notification to Contractor of such procurement shall include the name of the lower-tier supplier, a general description of the materials/services being procured and the price therefore. This information need not be supplied if previously included in Subcontractor's proposal, as accepted by Contractor, or otherwise furnished to and accepted by Contractor in writing and no change has been made thereto.

#### **G.11. CAPITAL EQUIPMENT**

1. Any capital equipment purchases are prohibited under this Agreement.

#### **G.12. SUBCONTRACTOR SUPPORT**

1. Subcontractor agrees to participate and support meetings with Contractor, Buyer's customer, the Government, and/or other Subcontractors hereunder, as may be required, to discuss/resolve interrelated problems of technical concern between the parties. Subcontractor shall be notified in advance of the scheduled meeting dates, locations, topics to be discussed, etc. when such Subcontractor support is required.

2. In addition, conferences may be planned between the Contractor and its customer, at which time the Subcontractor's attendance may be required. "Dry run" conferences also may be held between the Contractor and the Subcontractor prior to the scheduled conference between the Contractor and its customer. Subject to FAR 52.232-20 (Apr 1984) and 52.232-22 (Apr 1984), Subcontractor agrees to attend such conferences and dry runs, as necessary, when so requested by the Contractor.

#### **H.3. NEWS AND INFORMATIONAL RELEASES**

1. No news or informational releases (inclusive of all distribution levels), including photographs and films, briefs, public announcements or confirmation of same, on any part of the subject matter of this Agreement shall be made without the prior written approval of the Contractor, provided Subcontractor retains the right to disclose and otherwise use its proprietary information and intellectual property as long as such information is not publicly associated with this Agreement. Subcontractor will plan any such releases in advance to allow ample time for Contractor to seek required approval from the Government. Subcontractor agrees to flow down these terms in any lower-tier subcontracts/purchase orders awarded under this Agreement.

#### **H.11. FACILITIES NOT TO BE CONTRACTOR/GOVERNMENT FURNISHED**

1. Except as may be otherwise expressly stated in the Contract, the Subcontractor's obligation to perform under this Agreement is in no way conditioned upon the providing by the Contractor or its customer of any facilities. Accordingly, no such facilities shall be either acquired by the Subcontractor for the account of the Contractor or its customer hereunder. For the purpose of this provision, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights therein, building, structures, improvements, and plant equipment as defined in FAR 45.101.

#### **H.12. SUBCONTRACTOR WARRANTIES**

1. Subcontractor warrants that all supplies/services covered by this Agreement will conform to the drawings, technical requirements, or other description and will be of good material and workmanship and free of defects in workmanship, provided that Subcontractor shall have no liability under this paragraph for any actions of the Contractor, its officers, directors, employees, consultants, representatives, agents or other subcontractors, or by causes other than ordinary use, that result in a

nonconformance or defect even if caused by accident, unusual physical or electrical stress, negligence, misuse, repair or alteration.

2. Subcontractor warrants that the price(s) specified under this Agreement do not exceed the current selling prices for the same or substantially similar services whether sold to the Government or to any other purchaser, taking into account the quantity and conditions of sale.

3. Subcontractor warrants that to the best of his knowledge, information, and belief, the prices charged for supplies/services covered under this Agreement are not in excess of prices permitted by any applicable law or regulation.

4. Subcontractor warrants that the technical and management personnel proposed to perform the work are qualified to perform their assigned tasks.

5. Subcontractor warrants that it has obtained all required licenses necessary to perform the scope of the work specified.

6. The above warranties also constitute conditions of sale and shall survive inspection, acceptance and payment hereunder.

### **H.13. GENERAL INDEMNITY**

1. Subcontractor agrees to indemnify and hold Contractor and Buyer's customer harmless, from all loss, cost or damages to the extent related to third party claims to the extent such loss, cost or damages are caused by the negligence or willful misconduct of the Subcontractor's employees, agents, or representatives relating to any work performed under this Agreement, provided that Contractor promptly notifies Subcontractor in writing of such claim and gives Subcontractor sole control of, and such authority, information and assistance as requested by Subcontractor for, the defense or settlement. Notwithstanding the foregoing, Subcontractor shall not have any obligation to indemnify and hold Contractor harmless for any loss, cost or damages arising due to any actions of the Buyer's customer, Contractor, its officers, directors, employees, consultants, representatives, agents or other subcontractors (including, without limitation, modification of the supplies/services); by causes other than ordinary use; or which are limited pursuant to FAR 52.246-25.

### **H.18. LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE**

1. The Subcontractor shall, at its own expense, provide and maintain during the entire period of performance of this Agreement, at least the kinds and minimum amounts of insurance specified below for the duration of this Agreement. In the event of any discrepancy between the requirements of this clause and the requirements stated in FAR 52.228-7 (Mar 1996), the higher value shall rule.

a. Comprehensive General Liability: \$100,000 minimum per person and \$500,000 minimum per accident for bodily injury, and \$25,000 property damage.

b. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

c. Standard Workmen's Compensation and Employer's Liability Insurance or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance, as required or prescribed by law, in the minimum amount of \$100,000 or such greater amount as may be proper under applicable state or federal statutes.

### **H.21. PERFORMANCE OF WORK ON CONTRACTOR'S/GOVERNMENT'S PREMISES**

1. Any work performed by the Subcontractor on the Contractor's or its customer's premises is subject to all the provisions of this Agreement governing such work and the following:

a. All Subcontractor personnel shall obtain identification passes and shall, at all times, conspicuously display a distinctive badge provided by the Contractor or its customer identifying such personnel as employees of the Subcontractor. They shall observe and otherwise be subject to such facility rules and security regulations as are in effect for the particular premises involved.

- b. Except as may be otherwise specified herein, the Subcontractor shall furnish all materials, tools, and equipment required for the work to be performed.
- c. The Subcontractor shall provide direct supervision of its own employees and shall exercise control of its lower-tier subcontractor's employees.
- d. The Subcontractor shall designate to the Contractor, in writing, an on-the-premises representative to serve as point of contact for the Subcontractor with the Contractor.
- e. Performance of work on Contractor's or its customer's premises shall be confined to the area(s) specified by the Contractor and/or its customer.
- f. The Subcontractor shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of the work and, except to the extent that any such injury to persons or damage to property is due to Contractor's or its customer's fault or negligence, the Subcontractor shall hold harmless, indemnify, and protect the Contractor/Buyer's Customer/Government against all liability, demands, or claims, including the costs of defending against any such claims, for injuries to any persons or damages to property occurring from the Subcontractor's performance under this Agreement due to the extent of Subcontractor's negligence or willful misconduct.

#### **H.23. PROPRIETARY INFORMATION AND DATA OF CONTRACTOR/SUBCONTRACTOR**

1. During the ordering period and for the purpose covered by this Agreement, it may be necessary for either party to provide confidential, trade secret, or proprietary information ("proprietary information") to the other. With respect to such information, the parties agree as follows:

- a. For proprietary information to be protected as such, in accordance with this Agreement, it must be:
  - 1) In writing,
  - 2) Clearly identified and marked as confidential, trade secret, or proprietary information or with an appropriate restrictive legend indicating that the Government's or recipient's rights are restricted, and
  - 3) Except for information observed in a party's facility or otherwise orally or visually disclosed, delivered to the individual designated as provided herein
  - 4) If disclosed in oral or visual form, identified as proprietary information at the time of disclosure and reduced to writing with the appropriate markings and delivered to the receiving party within 30 calendar days of such disclosure. During the 30-day period, the information disclosed shall be deemed to be proprietary information.
- b. Each party hereto agrees not to disclose such proprietary information to unauthorized parties. Neither party shall be liable, however, for the inadvertent or accidental disclosure of such information, marked as proprietary information or as otherwise provided above, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party shall not use proprietary information of the other for any purpose other than as is required for performance under this Agreement. The receiving party assumes no responsibility for release of proprietary information by the U.S. Government to the general public pursuant to the Freedom of Information Act, as amended, or any other similar statute or regulation, provided that the receiving party promptly notifies the disclosing party of a request under the Freedom of Information Act, and cooperates with the disclosing party in objecting to such a request, responding to such a request, and seeking protection of the proprietary information.
- c. Each party will designate in writing one or more individuals within its organization as the only person(s) authorized to receive proprietary information exchanged between the parties pursuant to this Agreement. The responsible party for the Contractor shall be the Buyer's procurement agent.
- d. Disclosure of proprietary information shall be restricted to those employees having a "need to know" with regards to efforts under this Agreement.
- e. The obligations of the parties with respect to handling and using proprietary information are not applicable to the following:

- 1) Information that is or becomes available to the receiving party through third parties or the general public, without restriction and without breach of this Agreement by the receiving party as demonstrated by the receiving party.
  - 2) Information that is or becomes known to the receiving party independently of the disclosing party as demonstrated by the receiving party.
  - 3) Information that is independently developed by the receiving party as demonstrated by the receiving party.
- f. The obligations of the parties under this provision shall terminate ten (10) years after Agreement completion and the receiving party's obligations with respect to proprietary information received prior to termination of the entire Agreement shall survive the expiration and termination of portions of this Agreement.
- g. Neither this Agreement nor the furnishing of any information hereunder by the disclosing Party shall grant the receiving Party, by implication or otherwise, any license under any disclosing Party's invention, patent, trademark or copyright.
- h. If no such proprietary information or data is identified or data assertions provided, it will be assumed that all deliverable information and data is furnished with unlimited rights.
- i. Nothing in these Terms and Conditions shall be construed or interpreted to limit or in any way restrict the rights of the Government in regard to data it owns or has a right to use.
- j. Upon the disclosing Party's written request at any time, and in any event upon the completion, termination or cancellation of this Agreement, the receiving Party shall return to the disclosing Party all such proprietary information of the disclosing Party, or shall, at the disclosing Party's option, destroy all such information and confirm as to such destruction to the disclosing Party.

#### **H.30. INVENTION DISCLOSURES AND REPORTS**

1. Prior to final payment and as a condition thereof, the Subcontractor shall submit all invention and patent reports required by the patent rights clause directly to the Government via email to [ONR.NCR.BDCC.list.invention.reports@navy.mil](mailto:ONR.NCR.BDCC.list.invention.reports@navy.mil) and also notify the Buyer.

#### **H.40. PROHIBITION ON THE USE OF OVERTIME**

1. In accordance with the Government prime contract and FAR 52.222-2 Payment for Overtime Premiums (July 1990) supported by this Agreement, Subcontractor shall not propose overtime. except that which is for work:
  - a. Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - b. By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - c. To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - d. That will result in lower overall costs to the Government.

#### **H.41. ORGANIZATIONAL CONFLICT OF INTEREST**

1. Based on an analysis done by the Contracting Officer, the awardee does not have any organizational conflicts of interest which would preclude them in the performance of this contract.

a. The parties hereto recognize that the effort to be performed by the Contractor under this contract creates a potential organizational conflict of interest such as is contemplated by Federal Acquisition Regulation (FAR) 9.505. Specifically, [explain basis of conflict]. The Contractor will not engage in any contractual undertakings or other activities that could create an organizational conflict of interest with its position under this contract, namely those activities [that might impair its ability to render unbiased advice and recommendations] [from which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained or work undertaken during the performance of this contract]. The Contractor may submit a request to the Contracting Officer to waive the organizational conflict of interest as provided by FAR 9.503 or may submit a mitigation plan to the Contracting Officer for approval to allow participation in a related procurement or other activity. During the term of this contract, including any extensions by change order or supplemental agreement, and for a period of one year thereafter, the Contractor agrees that it will not supply the Office of Naval Research (ONR) [add activities as appropriate] under another contract or other arrangement as a prime contractor, subcontractor at any tier, or consultant to a supplier, any services, product, item or major component of an item or product that relates to any of the requirements under this contract or to work performed under them.

b. For the purpose of this clause, the term "Contractor" means the Contractor, its subcontractors, subsidiaries, affiliates, partners, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

c. Whenever performance of this contract requires access to another contractor's proprietary information, as required by FAR 9.505-4(b), the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary and (ii) refrain from using such proprietary information other than as agreed to. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

d. The Contractor shall educate its employees through appropriate means on the principles of FAR Subpart 9.5. Such education shall include, but not be limited to,

training to ensure that employees refrain from using or disclosing proprietary information except as provided by executed agreement or as allowed by the contract.

Further, the Contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement (Attachment \*), which, in substance, shall provide that such employee will not, during his employment with the Contractor or thereafter improperly disclose such data or information.

e. The Contractor shall hold the Government harmless and will indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of its subcontractors, or by its agents.

f. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the right to terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and to pursue any other available legal remedies. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the contracting officer may choose to terminate this contract for the convenience of the government, when such termination is deemed to be in the best interest of the Government.

g. The Contractor will include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. Subcontract restrictions will be limited, however, to the technical area(s) addressed in the specific statement of work in the subcontractor's contract. The subcontractor shall not participate in any ONR contract in the applicable technical area(s) without written approval of the ONR Contracting Officer. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement. Use of a subcontractor on this contract is not permitted without prior approval of the ONR Contracting Officer. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the contracting office of the prime contractor. Any deviations or less restrictive coverage deemed necessary or to the government contracting officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the ONR OCI clause restrictions outlined above. required by

the prime contractor for a particular subcontract must first be submitted to the government contracting officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the ONR OCI clause restrictions outlined above.