CUSTOMER CONTRACT REQUIREMENTS
Proprietary
CUSTOMER CONTRACT Goalpost

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract commercial products and/or commercial services under a Government prime contract, as defined in FAR Part 2.101, requirements of Section 1 below. Please note, the requirements below are developed in accordance with Buyer's p modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for prov agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirement extent satisfactory to the requesting party.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulati 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 simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subco

52.203-7 Anti-Kickback Procedures (JUN 2020). Buyer may withhold from sums owed Seller the amount Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c 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). Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) b subcontractors at any tier.

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

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions applies only if this contract exceeds (i) $100,000 if included in Buyer's customer RFP or customer contract is 2010 or (ii) $150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020). This clause a exceeds the threshold specified in FAR 3.808 on the date of subcontract award. Paragraph (g)(2) is modifie "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PC Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will subcontract file of the awarding contractor."

52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020). This clause applies if this contra specified in FAR 3.1004 (a) on the date of contract award and has a performance period of more than 120

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 20

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

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

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 S

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Su Debarment (NOV 2021). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(subcontract award. Seller agrees it is not debarred, suspended, proposed for debarment, or voluntarily ex Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Selle not debarred, suspended, proposed for debarment or voluntarily excluded by the Federal Government. Th 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 priori Contract.

52.215-2 Audit and Records - Negotiation (JUN 2020). This clause applies if this contract exceeds the sin threshold, as defined in FAR 2.101 on the date of subcontract award and (i) is cost-reimbursement, incentiv labor-hour, or price-redeterminable type or any combination of these types; (ii) for which cost or pricing dat require Seller to furnish reports as discussed in paragraph (e) of this clause. Notwithstanding the above, B are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contra

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). This clause applies exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of para contract" after "price or cost." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Gov "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 e submission of certified cost or pricing data in FAR 15.403-3(a) or if there is a contract modification involving expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-3(a), and is certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the C Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010). This clause applies to this contract i of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions 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 15.408(k).

52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost an Modifications (NOV 2021). This clause applies if this contract exceeds the threshold set forth in FAR 15.40 the agreement on price or the date of the award, whichever is later. The term "Contracting Officer" shall m following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also app an exception under this clause. For items priced using catalog or market prices, or law or regulation, acces or profit information or other data relevant solely to the Contractor's determination of the prices to be offe marketplace."

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

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

52.222-35 Equal Opportunity for Veterans. (JUN 2020). This clause applies if this contract is valued at o specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations of Labor.

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

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

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010). This cl Contract exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2

52.222-50 Combating Trafficking in Persons (NOV 2021). The term "Contractor" shall mean "Seller", exc

definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. T
Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(
read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform th
Procurement Representative for each affected contract." The term "the Government" shall mean "the Gover
paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectivel
term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph
"Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the ac
performance of a Government subcontract, including the number of non-United States citizens expected to
that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The t
shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean
(h)(5).

52.222-50 Combating Trafficking in Persons Alternate I (MAR 2015). The term "Contractor" shall mean
"prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer a
Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation
more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each
term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" s
and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragrap
exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part,
its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the ext
violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" s
Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or B
shall read as follows: "To the nature and scope of the activities involved in the performance of a Governme
the number of non-United States citizens expected to be employed and the risk that the contract or subcon
or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Of
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
noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an
COTS item, but for minor modifications performed by the COTS provider and are normally provided for that
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 cla
exceeds the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of su

52.225-1 Buy American - Supplies (JAN 2021). The term "Contracting Officer" shall mean Buyer the first
paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certi
replaced with "in its offer."

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
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
expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2
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).

52.227-19 Commercial Computer Software License (DEC 2007).

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

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013).

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

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause appl
performed on a Government installation. "Contracting Officer" shall mean Buyer.

52.244-6 Subcontracts for Commercial Products and Commercial Services (SEP 2023). The clauses in
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 fur performance. "Government" shall mean Government throughout except the first time it appears in paragra "Government" shall mean the Government or the Buyer.

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

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 com Clause H203 is set forth in the purchase order, the foregoing Government clauses in Section 1 above are deleted a clauses are inserted in lieu thereof:

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

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JU

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 20

52.204-21 Basic Safeguarding of Covered Information Systems (NOV 2021).

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Other Covered Entities (NOV 2021). In paragraph (c)(1), the term "Government" shall mean "Government "Contracting Officer" shall mean "Buyer." All reporting required by paragraph (c) shall be reported through the information in paragraph (c)(2) to Buyer.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services 2021).

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 S

52.219-8 Utilization of Small Business Concerns (SEP 2023).

52.222-35 Equal Opportunity for Veterans. (JUN 2020). This clause applies if this contract is valued at or specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations o of Labor.

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

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

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010). This cl Contract exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2

52.222-50 Combating Trafficking in Persons (NOV 2021). The term "Contractor" shall mean "Seller", exc definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. T Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform th Procurement Representative for each affected contract." The term "the Government" shall mean "the Gover paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the ac performance of a Government subcontract, including the number of non-United States citizens expected to that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The t shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean (h)(5).

52.222-50 Combating Trafficking in Persons Alternate I (MAR 2015). The term "Contractor" shall mean "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer a Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" s and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragrap exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the ext violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" s Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or B shall read as follows: "To the nature and scope of the activities involved in the performance of a Governme the number of non-United States citizens expected to be employed and the risk that the contract or subcon or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Of 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 cla is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for para (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the 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 Contrac Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be p 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 B if Seller employees will (1) Have access to a system of records; (2) Create, collect, use, process, store, mai disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, records.

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

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

52.244-6 Subcontracts for Commercial Products and Commercial Services (SEP 2023). The clauses in when Seller is providing commercial products or commercial services under the Contract.

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

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

Goalpost Customer Imposed Clauses .

CI 203-2 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-FELONIES (NOV 2022).

This clause applies only if this Contract exceeds the simplified acquisition threshold and is not for th commercial products, commercial services, or components.

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component

Defense (DoD).
(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in vio
criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which
imposed.
(3) "Date of conviction" means the date judgment was entered against the individual.
(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out
with the DoD is prohibited from serving
(1) In a management or supervisory capacity on this contract;
(2) On the board of directors of the Contractor;
(3) As a consultant, agent, or representative for the Contractor; or
(4) In any other capacity with the authority to influence, advise, or control the decisions of the
regard to this contract.
(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from
conviction.
(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more tha
convicted of knowingly—
(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
(2) Allowing such a person to serve on the board of directors of the contractor.
(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Buyer may consider other ava
such as -
(1) Suspension or debarment;
(2) Cancellation of the contract at no cost to the Government; or Termination of the contra
(f) The contractor may submit written requests for waiver of the prohibition in paragraph (b) of this
Contracting Officer, through the Buyer. Requests shall clearly identify -
(1) The person involved;
(2) The nature of the conviction and resultant sentence or punishment imposed;
(3) The reasons for the requested waiver; and
(4) An explanation of why a waiver is in the interest of national security.

(g) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information
particular person has been convicted of fraud or any other felony arising out of a contract with the Do
Office of Justice Programs, The Denial of Benefits Office, U.S. Department of Justice, telephone 301-
www.ojp.usdoj.gov/BJA/grant/DPFC.html.

CI 203-3 PERSONAL CONDUCT (OCT 2014).
This clause applies only when Seller will be working at a Government site. The term "Contracting Offi
"Contracting Officer or Buyer". The term "Government" means "Government or Buyer".
(a) The Contractor, its employees, and its subcontractors shall comply with the conduct requirement
Buyer's customer's work site. The Contracting Officer reserves the right to exclude or remove from t
employee of the contractor or of a subcontractor whom the Government deems careless, uncoopera
continued employment on the work site is deemed by the Government to be contrary to the public in
(b) The Contractor shall inform its employees that Buyer and Buyer's customer have a zero tolerance
behavior. Any Contractor or subcontractor employee determined by the Government to have engaged
shall be immediately escorted from the premises and denied further access to the worksite. The Con
this requirement to its employees.
(c) The Contractor shall also inform its employees with access to Buyer's customer's information syst
use those systems only for the official U.S. Government authorized purposes and shall access only t
which they have a valid need-to- know. Unauthorized collection, transmission, or use of Buyer's cust
and financial information constitutes a misuse of government controlled information and in most circu
of non-disclosure agreements that can result in server consequences for all parties involved, including
civil liability, and revocation of access.
(d) Exclusion from the worksite under the circumstances described in this clause shall not relieve
performance of the contract, nor will it provide the basis for an excusable delay or any claims aga
Buyer.

CI 204-1 SECURITY REQUIREMENTS (DEC 2020).
This clause applies only when Seller will require access to national security information, up to and in
compartmented information. The term "contractor" shall mean "Seller". The term "the Government" s
Government or Buyer". The term "Contracting Officer" shall mean "Buyer".

(a) This clause shall apply to any aspect of this contract involving access to national security informati including sensitive compartmented information(SCI).
(b) The contractor shall maintain a comprehensive security program in accordance with the requirements
(1) Buyer's customer Security Manual;
(2) National Industrial Security Program Operating Manual (NISPOM);
(3) Buyer's customer Personnel Security Instruction (PSI);
(4) Intelligence Community Directive (ICD) 704, *Personnel Security*;
(5) Committee for National Security Systems (CNSS) Directive 504, Directive on Pr Security Systems from Insider Threat;
(6) For contracts requiring SCI access, NISPOM Supplement 1 (NISPOMSUP); ICD Compartmented Information Facilities; ICD 710, Classification and Control Markings System; and the I customer Classification Guide;
(7) Additional Intelligence Community and Buyer's customer directives, instructions standards, and special access program classification and program security guides as specified in the a and
(8) The latest revision to each document listed above, notice of which has been fu contractor by the Government.
(c) If, subsequent to the date of this contract, the security classification or security requirements o changed by the Government, and if the changes cause an increase or decrease in security costs or ot other term or condition of this contract, the contract may be subject to an equitable adjustment und of this contract.
(d) The contractor shall submit a Standard Operating Procedures (SOP) document to the cognizant Bu Security Officer (PSO) within 30 days of contract award unless otherwise specified in the contract. T prepared in accordance with the Buyer's customer Security Manual, NISPOM, and the requirements s 254 and the List of Applicable IT-IA-IM Documents attached referenced/attached to the DD254 of t
(e) Classification levels of the association, work, hardware, and reports under this contract and assc requirements are set forth in the attached DD Form 254. The contractor shall maintain all modified ar hardware at the proper classification level(s) and physical security environment(s).
(f) The contractor agrees to permit the necessary polygraph interview of contractor and subcontract requiring access to SCI information. It is understood that the polygraph interview will be limited to co issues.
(g) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, tec operations, documentation, records, and data bases for the purpose of assessing the efficacy and e contractor's safeguards against threats and hazards to the availability, integrity, and confidentiality o information.
(h) The prime contractor is responsible for providing security oversight and ensuring an effective sec subcontractor relationships that are formed as the result of this contract. The prime contractor sha all subcontracts that substantially conform to the requirements of this clause.
(i) If any provision of the contract conflicts with the security instructions issued by the Contracting shall notify the Contracting Officer who will resolve the conflicts. When security regulations are in con shall follow the most restrictive guidance and immediately refer the matter to the Contracting Officer fo
(j) The contractor shall not disseminate in any manner technology or other program information prior determination of appropriate security classification and control. Dissemination of classified program inf Government agencies or to contractor personnel other than those specifically assigned to this contrac approved in writing in advance of the release by the PSO and the Contracting Officer.
(k) The contractor shall report security and compliance status as directed by the Government.
(l) If a change in security requirements, as provided in paragraph (c), results in a change in the secu contract or any of its elements from an unclassified status or a lower classification to a higher classif restrictive area controls than previously required, the contractor shall exert every reasonable effort c contractor's established policies to continue the performance of work under the contract in compliar security classification or requirements. If, despite reasonable efforts, the contractor determines that t under this contract is not practicable because of the change in security classification or requirements notify the Contracting Officer in writing. Until the Contracting Officer resolves the problem, the contra safeguarding all classified material as required by this contract. After receiving the written notification Officer shall analyze the circumstances surrounding the proposed change in security classification or r endeavor to work out a mutually satisfactory method whereby the contractor can continue performa this contract. If, 15 days after receipt by the Contracting Officer of the notification of the contracto proceed,

(1) the application to this contract of the change in security classification or requirements has not b
a mutually satisfactory method for continuing performance of work under this contract has not been
contractor may request the Contracting Officer to terminate the contract in whole or in part. The C
terminate the contract in whole or in part, as may be appropriate, and the termination shall be deem
the termination term of this contract.
(m) Security requirements are a material condition of this contract. Failure of the contractor to maint
security program compliant with the security requirements of this contract constitutes grounds for ter
default.

CI 204-5 PROTECTION AGAINST COMPROMISING EMANATIONS (APR 2014).
This clause applies when performance of this Contract will require processing national security inform
Government" shall mean "the Government and Buyer". The term "contractor" shall mean "Seller".
(a) The contractor shall implement countermeasures in compliance with Customer Requirements, if e
classified Buyer's customer information. *Contact contracts or supplier management for additional infor*
(b) Contract deliverables that process, store, or transmit national security information shall be design
possibility of compromising emanations.
(c) The Government may, as part of its inspection and acceptance, conduct tests to ensure that equ
delivered under this contract satisfy the security standards specified. Notwithstanding the existence
accreditations of equipment prior to the award of this contract, the Government may conduct additi
installation site or contractor's facility.

CI 204-8 NOTICE OF LITIGATION (AUG 2010).
In subparagraph (a)(1), the term "Contracting Officer" shall mean "Buyer". In subparagraph
"Contracting Officer" shall mean "Contracting Officer and Buyer". The term "contractor" shall mean "
(a) With respect to litigation to which the contractor is a party relating to this contract:
(1) The contractor shall, within five business days, notify the Contracting Officer of any litig
party (including individuals, organizations, and federal, state, or local governmental entities) or subpoe
way relating to this contract and/or related subcontracts. Said notice shall include a copy of all docu
court in connection with the litigation or subpoena to the extent such documents are not covered by
protective order.
(2) The Contracting Officer shall have the right to examine any pertinent documents filed w
conduct of the litigation, and any documents and records provided to the third party in response to the
(b) The contractor agrees to insert this clause in any subcontract under this contract.

CI 204-9 RELEASE OF CONTRACT INFORMATION (JAN 2020).
Any release of contract information requires approval of Buyer's customer, which shall be coordinate

**CI 204-11 INFORMATION TECHNOLOGY-INFORMATION ASSURANCE- INFORMATION MANAGEM
REQUIREMENTS** (NOV 2022).
This clause applies if Seller will be required to access, operate, maintain, design, build, and/or acquir
processing national security information. The term "Government" and "Contracting Officer" shall mea
"contractor" shall mean "Seller".
(a) Definitions. The terms used in this clause are defined in Committee on National Security S
Instruction (CNSSI) 4009, Committee on National Security Systems *Glossary*.
(b) This clause shall apply to any aspect of this contract involving access to or processing o
information, up to and including sensitive compartmented information (SCI).
(c) The contractor shall comply with the requirements of:
(1) Buyer's customer Contract Requirements Document (IT-IA-IM CRD);
(2) For contracts involving IT system development and production, and/or requiring access to
Customer networks, please contact Buyer's Authorized Representative;
(3) Other IT-IA-IM policies, standards, and special access program classification and program
specified in the contract; and
(4) The latest revision to each document listed above, notice of which has been furnished to
the Government.
(d) If, subsequent to the date of this contract, the IT-IA-IM requirements of this contract a
Government, and if the changes cause an increase or decrease in costs or otherwise affect any oth
of this contract, the contract may be subject to an equitable adjustment under the Changes clause
(e) The prime contractor is responsible for providing IT-IA-IM oversight for all subcontractor

formed as the result of this contract. The contractor shall include provisions in all subcontracts that to the requirements of this clause.

(f) If any provision of the contract conflicts with instructions issued by the Contracting Offic shall notify the Contracting Officer who will resolve the conflict. When IT-IA-IM regulations are in co shall follow the most restrictive guidance and immediately refer the matter to the Contracting Office

(g) The contractor shall report security and compliance status and reconfigure national secur directed by the Government.

(h) The IT-IA-IM requirements specified in this clause are a material condition of this co contractor to maintain and administer an information security program compliant with the IT-IA-IM contract constitutes grounds for termination for default.

CI 204-12 INDUSTRY PARTNER ACCESS (OCT 2020).

(a) Definitions. As used in this clause:

"Industry Partner" is any company, Federally Funded Research and Development Center, University A Center, or other entity that has a contractual relationship with the Customer. The terms "Subscribe and "Subcontractor," when used in the context of the IPA program and this clause, also mean "Indu

(b) For additional information, contact Buyer Contracts or Supply Chain.

(c) The contractor shall include this clause in all subcontracts.

CI 204-13 PRIME CONTRACTS AND SUBCONTRACTS WITH EDUCATIONAL INSTITUTIONS (NOV 2

(a) Acknowledgement and Approval. All contracts and subcontracts with educational institutio Federally Funded Research and Development Centers and University Affiliated Research Centers man institution, require written acknowledgement and approval by a responsible official (e.g., president, director, or equivalent senior official) authorized to approve such contracts on behalf of the educati letter shall acknowledge the involvement of the Buyer's customer with the educational institution an proposed contractual relationship.

(b) Prime Contracts. The offeror shall submit a copy of the signed letter conforming to the Bu sample letter in an attachment to its offer.

(c) Subcontracts. The prime contractor shall obtain a signed letter conforming to the Buyer's letter from the educational institution and submit a copy of the letter in an attachment to its of directly to the Contracting Officer (post-award).

CI 204-15 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEPL BY KAPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2022).

In paragraph (c)(1), the term "Contracting Officer" means "Buyer". All reporting required by paragrap reported through Buyer.

(a) Definitions. As used in this clause –

Covered article means any hardware, software, or service that –

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or entity; or

(3) Contains components using any hardware or software developed in whole or in entity.

Covered entity means –

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fisca 115–91) prohibits Government use of any covered article. The Seller is prohibited from -

(1) Providing any covered article (including subcontractors at any tier) that the Bu Government will use; and

(2) Using any covered article, in the development of data or deliverables first prod performance of the contract or order.

(c) Reporting requirement.

(1) In the event the Seller identifies a covered article provided, or to be provided, Government during contract performance, or if the Seller is notified of such by a subcontractor at a source, the Contractor shall report, in writing, to the Buyer. For indefinite delivery contracts or simp

Seller shall report to the Buyer for both the indefinite delivery contract and for any affected orders.
(2) The Seller shall report the following information pursuant to paragraph (c)(1) o
(i) Within one business day from the date of such identification: The contract number; the applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, ma number, or wholesaler number); item description; and any readily available information about mitigati or recommended.
(ii) Within ten business days of submitting the report pursuant to paragraph (c)(1) of this cl available information about mitigation actions undertaken or recommended. In addition, the Seller sh to the Buyer the efforts it undertook to prevent use or submission of a covered article, any reasons submission of the covered article, and any additional efforts that will be incorporated to prevent fut of covered articles.

(d) Subcontracts. The Seller shall insert the substance of this clause, including this paragra subcontracts, including subcontracts for the acquisition of commercial products or commercial servi

CI 204-17 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2022).
Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer w telecommunications equipment or services, or with any equipment, systems, or services that use co services regardless of whether that use is in performance of work under a U.S. Government contract deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Se telecommunications equipment or services provided to Buyer during contract performance, or Seller subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) to Buyer's Authorized Procurement Representative, with the required information in the body of the
(a) *Definitions.* As used in this clause—
Backhaul means intermediate links between the core network, or backbone network, and the small s of the network (*e.g.,* connecting cell phones/towers to the core telephone network). Backhaul can (*e.g.,*microwave) or wired (*e.g.,* fiber optic, coaxial cable, Ethernet).
Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means–
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corpo subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surv infrastructure, and other national security purposes, video surveillance and telecommunications equi Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Tech any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using suc
(4) Telecommunications or video surveillance equipment or services produced or provided by Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected t covered foreign country.
Critical technology means–
(1) Defense articles or defense services included on the United States Munitions List set fort Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemi weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, so covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomi
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Feder (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, pa Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Expor of 2018 (50 U.S.C. 4817).
Interconnection arrangements means arrangements governing the physical connection of two or m the use of another's network to hand off traffic where it is ultimately delivered (*e.g.,* connection of

telephone provider A to a customer of telephone company B) or sharing data and other information r
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession
the producer or provider of covered telecommunications equipment or services used by the entity th
include an internal or third-party audit.
Roaming means cellular communications services (*e.g.,* voice, video, data) received from a visited r
connect to the facilities of the home network either because signal coverage is too weak or because
Substantial or essential component means any component necessary for the proper function or perf
of equipment, system, or service.
(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorizatio
2019 (Pub.L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from
or extending or renewing a contract to procure or obtain, any equipment, system, or service that us
telecommunications equipment or services as a substantial or essential component of any system, o
as part of any system. The Contractor is prohibited from providing to the Government any equipmen
that uses covered telecommunications equipment or services as a substantial or essential componen
critical technology as part of any system, unless an exception at paragraph (c) of this clause applie
telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2
prohibits the head of an executive agency on or after August 13, 2020, from entering into a contrac
renewing a contract, with an entity that uses any equipment, system, or service that uses covered
equipment or services as a substantial or essential component of any system, or as critical technolo
system, unless an exception at paragraph (c) of this clause applies or the covered telecommunicatio
are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telec
equipment or services, regardless of whether that use is in performance of work under a Federal con
(c) *Exceptions.* This clause does not prohibit contractors from providing—
(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or i
arrangements; or
(2) Telecommunications equipment that cannot route or redirect user data traffic or permit v
user data or packets that such equipment transmits or otherwise handles.
(d) Reporting requirement.
(1) In the event the Contractor identifies covered telecommunications equipment or services
or essential component of any system, or as critical technology as part of any system, during contra
Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor
information in paragraph (d)(2) of this clause to the Contracting Officer. For indefinite delivery contr
shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer
order.
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this
(i) Within one business day from the date of such identification or notification: the contract
number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commerc
Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manu
number, or wholesaler number); item description; and any readily available information about mitigati
undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause
available information about mitigation actions undertaken or recommended. In addition, the Contract
efforts it undertook to prevent use or submission of covered telecommunications equipment or servic
additional efforts that will be incorporated to prevent future use or submission of covered telecommu
or services.
(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this par
and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including sub
the acquisition of commercial items.

CI 209-2 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (NOV 2022).
Seller/Bidder shall comply with the requirements of this clause when submitting a response to Buyer's
addition, in the event of any change after contract award which requires disclosure under this claus
new or revised SF 328 to Buyer no later than three days after such change. The new or revised SF
requirements of paragraph (c). "through Buyer" is added to the end of paragraph (b). The term "Con
mean "Buyer and Buyer's customer". The term "contractor" shall mean "Seller".
(a) Definitions.
"FOCI Information," as used in this clause, means a complete set of Foreign Ownership, Control, or Infl

to include a Standard Form 328, Certificate Pertaining to Foreign Interests (SF 328), an Organizational form when there is a parent-level entity, and a Key Management Personnel List (KMPL).

(b) Pre-Award: The Offeror is required to submit FOCI Information. In the case of a corporate f offeror may submit consolidated FOCI Information. The OES shall include the complete ownership chain parent, domestic or foreign, down to any subsidiaries or affiliates the contractor may own. The Offero request, collect, and submit the complete FOCI Information from all proposed subcontractors and/or lowe performing classified work. The Offeror is responsible for the thoroughness and completeness of each s Information.

All affirmative answers contained in a Standard Form must explain the identify, nature, degree, and i organization or activities. Customer reserves the right to request additional information.

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

(c) Post-Award: The Contractor shall report any changes in FOCI status and KMPL information performance of this contract for itself and any subcontractors performing classified work. An updated SF whenever there is a change in a response to any questions on the SF 328. An updated KMPL is require key management personnel change. The documentation shall be submitted to the Contracting Officer. F notice may result in termination of Customer's customer accredited locations and this contract.

(d) Subcontracts. The Contractor shall insert the substances of this clause, including this para subcontracts which are performing classified work. The Contractor shall be responsible for compliance by lower-tier Subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

CI 209-3 ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2016).

The term "Government" and "Contracting Officer shall mean "Buyer". The term "contractor" shall mean Definitions:

"Avoid" means to prevent the occurrence of an actual or potential OCI through a specific action, su sources or modification of requirements.

"Contractor" means the business entity receiving a contract award, including its employees, agents, or domestic divisions, sectors, parent corporation, affiliates, sister corporations, and subsidiaries.

"Conflicted Party" means a contractor for whom an actual organizational conflict of interest exists.

"Development" means the systematic use of scientific and technical knowledge in the design, develo evaluation of a potential new product or service (or improvement of an existing product or service) t performance requirements or objectives. It includes the functions of design engineering, prototyping testing, but does not include subcontracted technical effort for the sole purpose of developing an a existing product. Development does not include the creation of databases, techniques, models, meth software in support of a study, analysis, or evaluation conducted as part of a support services cont

"Disclosing Party" means the owner or developer of proprietary or sensitive information. "Firewall" is procedures and physical security that restricts the flow of sensitive and proprietary information betw business units and personnel, or between team members under the same contract.

"Mitigate" means to reduce or alleviate the impact of OCI to an acceptable level of risk so that the with regard to fair competition and/or contract performance is not prejudiced.

"Neutralize" means to negate, through a specific action, potential or actual OCI related to an unfair or contractor objectivity during contract performance. "Organizational Conflict of Interest (OCI)" exi activities or relationships, a contractor is unable or potentially unable to render impartial assistance Government; or the contractor's objectivity in performing the contract work is, or might be, otherwis to be impaired; or the contractor gains an unfair competitive advantage due to the contractor's oth

There are three types of OCI:

- Unequal Access to Information: The contractor has access to nonpublic information that may provid competitive advantage in a later competition for a government contract.
- Biased Ground Rules: As a function of performance on a government contract, the contractor has set another government contract which could skew the competition in their favor.
- Impaired Objectivity: A contractor's business relationships create an economic incentive to provide b government contract.

"Organizational Conflict of Interest Plan" is a structured approach proposed by the contractor or dev Government that formally documents the actions required to reduce the risk of

identified and/or potential OCI to an acceptable level. A contractor-proposed OCI plan establishes a the contractor.

"Proprietary Information" as used in this clause means information contained in a bid or proposal, cos any other information disclosed to the Government that is properly designated and/or marked as pro contractor, in accordance with the law and regulation, and is held in confidence or disclosed under r uncontrolled distribution.

"Sensitive Information" means the Government's nonpublic planning, budgetary, and acquisition infor source selection sensitive, advanced acquisition, and contractor information), and any contractor tec computer software delivered to the Government with other than unlimited rights as defined in clause (with a conforming marking.

Source Selection Activities are defined as:

- Developing acquisition strategies, acquisition plans, government cost estimates, and source selectior
- Developing justifications and approvals;
- Developing estimates of work;
- Developing evaluation factors for award (Section M) and instructions to offerors (Section L)
- Evaluating submitted proposals/quote information, determining competitive range, and ranking bids, p competitors; and
- Preparing contracts

"Support Services" as used in this clause, include advisory and assistance services, management su consultant and professional services; studies, analysis and evaluations; and systems engineering, te assistance.

"System" refers to the subject of a contract effort, and is defined as the organization of hardware, facilities, personnel, data, and services needed to perform a designated function with specified resu

(a) The offeror warrants, to the best of its knowledge and belief, that (1) there are no relevant facts organizational conflicts of interest (OCI), as defined herein; or (2) the offeror has disclosed all releva regarding any actual or potential OCI. Offerors are encouraged to inform the Contracting Officer of a interest, including those involving contracts with other foreign or domestic government organizations, l proposals to determine whether the Government will require mitigation of those conflicts. If the succ aware, or should have been aware, of an OCI before award of this contract and did not fully disclose Contracting Officer, the Government may terminate the contract for default.

(b) If during contract performance the contractor discovers an OCI involving this contract, the contr an immediate and full disclosure in writing to the Contracting Officer. Such notification will include a de the contractor and/or subcontractor has taken or proposes to take to avoid, neutralize, or mitigate t contractor will continue contract performance until notified by the Contracting Officer of any contrar The Government may terminate this contract for its convenience if it deems such termination to be in t Government.

(c) The contractor shall inform the Contracting Officer of any activities, efforts, or actions planned, going by the contractor or any other corporate entity of the contractor, at the prime or sub- contrac review of information or providing any advice, assistance, or support to foreign or domestic governmer units outside of Buyer's customer which may result in a perceived or actual OCI with any known Buye The contractor shall provide detailed information to the Contracting Officer as

to the specifics of the situation immediately upon its recognition. Based on the severity of the confl
Officer may direct the contractor to take certain actions, revise current work effort, or restrict the
participation in Buyer's customer contracts as may be necessary to appropriately neutralize, mitigat
(d) If necessary to mitigate OCI concerns, or when directed to do so by the Contracting Officer, the
an OCI plan for approval. The plan must describe how the contractor will mitigate, neutralize, or avoi
actual conflicts of interest or unfair competitive advantages. The contractor shall attach a complete
Form CI4-55, *OCI Plan Matrix*, to each new or revised OCI plan submitted to the Contracting Officer.
OCI plan, the contractor must conduct a yearly self-assessment and submit an annual certification
terms of the plan signed by a corporate official at the level of Vice President or above. The contracto
OCI plan for approval whenever corporate, contractual, or personnel changes create or appear to cr
or when directed to do so by the Contracting Officer.
(e) The contractor shall insert a clause containing all the requirements of this clause in all subcontract
similar to the services provided by the prime contractor.
(f) Before this contract is modified to add new work or to significantly increase the period of performa
agrees to submit an OCI disclosure or representation if requested by the Government.
(g) The contractor shall allow the Government to review the contractor's compliance with these prov
self-assessments or additional certifications as the Government deems appropriate.

CI 209-6 ENABLING CLAUSE FOR PRIME AND SUPPORT CONTRACTOR RELATIONSHIPS (OCT 20
The term "support contractor" retains its original meaning. The term "contractor" shall mean "Seller"
(a) The Government currently has, or may enter into, contracts with one or more companies, the pri
to furnish independent and impartial advice or technical assistance directly to the Government in suppo
management and oversight of a program or effort. These companies (hereafter referred to as support
obligated by the terms of clause CI 209-8, *Support Contractor Corporate Non- Disclosure Agreement*,
respective contracts, and/or by separate non- disclosure, confidentiality, proprietary information, or
safeguard the sensitive and proprietary information of other contractors, subcontractors, suppliers, a
they have access.
(b) In the performance of this contract, the contractor agrees to cooperate with companies as directe
Cooperation includes, but is not limited to, allowing the listed support contractors to attend meetings
activities; discuss with the contractor technical matters related to this program at meetings or otherw
contractor integrated data environments and facilities used in the performance of the contract.
(c) The contractor must provide the support contractors access to data such as, but not limited to,
development analyses; test data, procedures, and results; research, development, and planning data
and process specifications; testing and test equipment specifications; quality control procedures; ma
assembly procedures; schedule and milestone data; and other contract data. To fulfill contractual re
Government, support contractors engaged in general systems engineering and integration efforts and
normally authorized access to information pertaining to this contract. Exceptions, such as when the c
restrict access to contractor trade secrets, will be handled on a case-by-case basis. If the contract
distribution of data to Government personnel only, the contractor must submit this request in writing
Officer.

(d) The contractor further agrees to include in all subcontracts, except for those to provide only com developmental items, a clause requiring the subcontractor and succeeding levels of subcontractors to response and access provisions of paragraph (b) above, subject to coordination with the contractor relieve the contractor of the responsibility to manage the subcontracts effectively and efficiently, no establish privity of contract between the Government or support contractors and such subcontractor its subcontractors are not required to take contractual direction from support contractors.
(e) The contractor and its subcontractors are not required to take contractual direction from suppor
(f) Clauses CI 227-5, *Limitations on the Use or Disclosure of Government-Furnished Information Mar Legends*, and CI 209-8, which will be incorporated into all Buyer's customer support contracts, requir contractors to protect data and software related to this contract, and prohibit them from using such purpose other than performance of the support contract.
(g) Support contractors shall protect the proprietary information of disclosing contractors, subcontrac vendors in accordance with clause CI 209-8. Because this clause provides that such disclosing contrac suppliers, and vendors are intended to be third-party beneficiaries, all such disclosing parties agree th the non- disclosure agreement requirements set forth in 10 U.S.C. §2320(f)(2)(B). Accordingly, the co enter into a separate non- disclosure, confidentiality, proprietary information, or similar agreement wi an exception basis, and only after notifying the Contracting Officer through the Buyer. The Governm contractors, subcontractors, suppliers, and vendors agree to cooperate to ensure that the execution agreement does not delay or inhibit performance of this contract, and the Government shall require su do the same. Such agreements shall not otherwise restrict any rights due the Government or Buyer u Separate non-disclosure agreements may be executed only in the following exceptional circumstances:
(1) The support contractor is a direct competitor of the disclosing party in furnishing end items or service developed or produced for the program or effort;
(2) The support contractor will require access to extremely sensitive business data; or
(3) Other unique business situations exist in which the disclosing party can clearly demonstrate that c not adequately protect their competitive interests.
(h) Any proprietary information furnished to support contractors shall be:
(1) Disclosed in writing and clearly marked "proprietary" or with other words of similar meaning; or
(2) Disclosed orally or visually for instance, during a plant tour, briefing, or demonstration) and identifie information at the time of the oral or visual disclosure by the Government or a disclosing party. The su treat all such information as proprietary unless within fifteen (15) days the support contractor coordi disclosing party to obtain a written version of the proprietary information and determine the extent o or
(3) Disclosed by electronic transmission (e.g., facsimile, electronic mail, etc.) in either human readable f readable form, and the contractor marks it electronically as proprietary within the electronic transmiss be displayed in human readable form along with any display of the proprietary information; or
(4) Disclosed by delivery of an electronic storage medium or memory device, and the contractor mark or memory device itself as containing proprietary information and electronically marks the stored inform such marking to be displayed in human readable form along with any display of the proprietary informa

(i) The contractor agrees not to hold the support contractor liable for unauthorized disc
information if it can be demonstrated in written documentation or other competent evidence that the
(1) Already known to the support contractor without restriction on its use or disclosure at th
by the disclosing party;
(2) In the public domain or becomes publicly known through no wrongful act of the support con
(3) Proprietary information disclosed by the support contractor with the contractor's prior wr
(4) Independently developed by the support contractor, subsequent to its receipt, without t
proprietary information;
(5) Disclosed to the support contractor by a third party who was legally entitled to disclose t
did not acquire the proprietary information from the disclosing party;
(6) Specifically provided in writing by the U.S. Government to the support contractor with ar
license; or
(7) Disclosed by the support contractor as required by law, regulatory or legislative authority
criminal or civil investigative demands, or similar processes, provided the support contractor provides
that originated the proprietary information with prompt written notice so that the disclosing party may
order or other appropriate remedy, and provided that, in the absence of a timely protective order, th
furnishes only that minimum portion of the proprietary information that is legally required.

(j) Any notice to the support contractor(s) required or contemplated under the provisions o
CI 209-8 shall be in writing and shall be deemed to have been given on:

(1) The date received if delivered personally or by overnight courier;
(2) The third day after being deposited in the U.S. mail, postage prepaid; or
(3) The date sent if sent by facsimile transmission or e-mail with a digital copy.

(k) Buyer and contractor agree to cooperate in resolving any unauthorized disclosure or misus
information by a support contractor. This shall not be construed as requiring the contractor to condu
unauthorized disclosure or misuse, or as authorizing the allocation of costs for such an inquiry directly
costs incurred by the contractor in said fact- finding efforts may be allowable and allocable upon dete
after adjudicating the circumstances related to any unauthorized disclosures or misuse.

CI 211-9 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (NOV 2022).
This is a *DX-A2* rated order certified for national defense use, and the contractor shall follow all the
Defense Priorities and Allocations System regulation (15 CFR 700).

CI 215-10 EXCLUSIVE TEAMING PROHIBITION (JAN 2020).
The term "Government" shall mean "Buyer".

(a) Definition. An exclusive teaming arrangement is created when two or more companies ag
through understandings, or by any other means—to team together to pursue a Buyer's customer pro
and further agree not to team with any competitors for that program.

(b) Prohibition. Offerors are prohibited from entering into any exclusive teaming arrangement
customer has determined that such arrangements unduly limit competition. Corporate or company ca
prime-level essential to contract performance must be made available on fair and equitable terms to
Government will direct the dissolution of any exclusive teaming arrangement which the Contracting C
prohibit the offer from further award consideration. If, after contract award, the Government becom
awardee entered into an exclusive teaming arrangement, the contract shall

be voidable at the Government's option. This prohibition does not apply to the following exclusive tea arrangement(s) approved in accordance with paragraph (c):
NONE
(c) Waiver. Parties to an exclusive teaming arrangement may request a waiver from the Buye of Contracts, through Buyer, to maintain the arrangement. Such written requests must explain the pu arrangement and why it is not anti-competitive.

CI 219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (JUN 2023).
The term "contractor" shall mean "Seller".
(a) It is the policy of the United States that small business concerns, veteran-owned small business disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantag and women-owned small business concerns shall have the maximum practicable opportunity to partici contracts let by any Federal Agency, including contracts and subcontracts for subsystems, assemblie related services for major systems. It is further the policy of the United States that its prime contract procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts concerns, veteran-owned small business concerns, service-disabled veteran-owned small business con business concerns, small disadvantaged business concerns, and women-owned small business concern
(b) The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fulle with efficient contract performance. The contractor further agrees to cooperate in any studies or su conducted by the Contracting Officer or his representative as may be necessary to determine the ex contractor's compliance with this clause.
(c)(1) A joint venture qualifies as a small business concern if –
(i) Each party to the joint venture qualifies as small under the size standard for the solicitatio
(ii) The protégé is small under the size standard for the solicitation in a joint venture con protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program.
(2) A joint venture qualifies as—
(i) A service disabled veteran-owned small business concern if it complies with the requirem CFR part 125; or
(ii) A HUBZone small business concern if it complies with the requirements in 13 CFR 126.616 (c).
(d) Definitions. As used in this contract--
"HUBZone Small Business Concern" means a small business concern that meets the requirements describ certified by the Small Business Administration (SBA) and designated by SBA as a HubZone small busi Dynamic Small Business Search (DSBS) and SAM.
"Service-disabled Veteran-owned Small Business Concern"
(1) Means a small business concern -
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the owned business, not less than 51 percent of the stock of which is owned by one or more service-dis
(ii) The management and daily business operations of which are controlled by one or more service-dis in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of
(2) "Service-disabled Veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disab connected, as defined in 38 U.S.C. 101(16).
"Small Business Concern" means a small business as defined pursuant to Section 3 of the Small

Business Act and relevant regulations promulgated pursuant thereto.
"Small Disadvantaged Business Concern" means a small business concern that represents, as part of
(1)(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR
(ii) No material change in disadvantaged ownership and control has occurred since its certifica
(iii) Where the concern is owned by one or more individuals, the net worth of each individual u
certification is based does not exceed $750,000 after taking into account the applicable exclusions se
124.104(c)(2); and
(iv) It is identified, on the date of its representation, as a certified small disadvantaged busine
Contractor Registration (CCR) Dynamic Small Business Search database maintained by the Small Busi
(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal
and believes in good faith that it is owned and controlled by one or more socially and economically d
and meet the SDB eligibility criteria of 13 CFR 124.1002.
"Veteran-owned Small Business Concern" means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U
case of any publicly owned business, not less than 51 percent of the stock of which is owned by one
(2) The management and daily business operations of which are controlled by one or more v
"Women-owned Small Business Concern" means a small business concern—
(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly
least 51 percent of the stock of which is owned by one or more women;and
(2) Whose management and daily business operations are controlled by one or more women.
acting in good faith may rely on written representations by their subcontractors regarding their statu
concern, a veteran-owned small business concern, a service-disabled veteran-owned small business
small business concern, a small disadvantaged business concern, or a women-owned small business
(2) The contractor shall confirm that a subcontractor representing itself as a HUBZone small
certified by SBA as a HUBZone by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-n
dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one
venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the re
accessing SAM.

CI 219-2 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2022).
This clause applies only if this contract exceeds $700,000 and Seller is not a small business concern
subcontracting plan that complies with the requirements of this clause. In addition, Seller shall subm
X31162, Small Business Subcontracting Plan Certificate of Compliance. The term "Contracting Officer
shall mean Buyer. The term "Contractor" or "Offeror" shall mean "Seller". The term "prime contractor
meaning.
(a) This clause does not apply to small business concerns.
(b) Definitions. As used in this clause—
"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corpo
Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Cl
amended (43 U.S.C. 1601, *et seq*.) and which is

considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partne the requirements of 43 U.S.C. 1626(e)(2).

"Commercial Product" means a product that satisfies the definition of commercial product in Federal (FAR) 2.101.

"Commercial service" means a product that satisfies the definition of "commercial service" in FAR 2.101.

"Commercial Plan" means a subcontracting plan (including goals) that covers the offeror's fiscal yea the entire production of commercial products and commercial services sold by either the entire comp thereof (e.g., division, plant, or product line).

"Indian Tribe" means any Indian tribe, band, group, pueblo, or community, including native villages a (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Nativ Act (43 U.S.C.A. 1601 *et seq*.), that is recognized by the Federal Government as eligible for services Indian Affairs in accordance with 25

U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requi U.S.C. 1452(e).

"Individual Contract Plan" means a subcontracting plan that covers the entire contract period (inclu applies to a specific contract, and has goals that are based on the offeror's planned subcontracting specific contract, except that indirect costs incurred for common or joint purposes may be allocated to the contract.

"Master Plan" means a subcontracting plan that contains all the required elements of an individual c goals, and may be incorporated into individual contract plans, provided the master plan has been ap

"Subcontract" means any agreement (other than one involving an employer-employee relationship) Government prime contractor or subcontractor calling for supplies or services required for performan subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subco applicable, that separately addresses subcontracting with small business, service-disabled veteran-o HUBZone small business concerns, small disadvantaged business, and women-owned small business c is submitting an individual contract plan, the plan must separately address subcontracting with small owned small business, service-disabled veteran-owned small business, HUBZone small business, smal business, and women-owned small business concerns, with a separate part for the basic contract a each option (if any). The plan shall be included in and made a part of the resultant contract. The su be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate t shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the veteran-owned small business, service-disabled veteran-owned small business, HUBZone small busin disadvantaged business, and women-owned small business concerns as subcontractors. The offeror subcontracts that contribute to contract performance, and may include a proportionate share of pro that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontrac business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime co Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the s small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate contractor is the contractor that awarded the subcontra Indian tribe.

(B) If the ANC or Indian tribe designates more than one contractor to count the subcontract ANC or Indian tribe shall designate only a portion of the total subcontract award to each contractor amounts designated to various contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contract contractor, and the subcontractors in between the prime contractor and the ANC or Indian tribe date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's writt 30 days of the subcontract award, the contractor that awarded the subcontract to the ANC or Indi considered the designated contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's expressed in dollars, and the total value of projected subcontracts to support the sales for a comme

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (in tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and a types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1

(5) A description of the method used to identify potential sources for solicitation purposes source lists, the Central Contractor Registration database (CCR), veterans service organization Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-own associations). A firm may rely on the information contained in CCR as an accurate representation ownership characteristics for the purposes of maintaining a small, veteran-owned small, service- small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CC not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcont this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing sub description of the method used to determine the proportionate share of indirect costs to be incurred

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's

subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-o service-disabled veteran-owned small business, HUBZone small business, small disadvantaged busine small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled *Utilization of Concerns* in all subcontracts that offer further subcontracting opportunities, and that the offeror wil subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($ construction of any public facility) with further subcontracting possibilities to adopt a subcontractin with the requirements of this clause.

(10) Assurances that the offeror will cooperate in any studies or surveys as may be required agency in order to determine the extent of compliance by the offeror with the subcontracting plan.

(11) A description of the types of records that will be maintained concerning procedures that to comply with the requirements and goals in the plan, including establishing source lists; and a desc efforts to locate small business, veteran-owned small business, service-disabled veteran-owned sma small business, small disadvantaged business, and women-owned small business concerns and award them. The records shall include at least the following (on a plant-wide or company-wide basis, unles indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-own service-disabled veteran-owned small business, HUBZone small business, small disadvantaged busine owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran business, service-disabled veteran-owned small business, HUBZone small business, small disadvantag women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, in

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations; and

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and wo business sources.

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offero including the name, address, and business size of each subcontractor. Contractors having commerci comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contrac performance, the contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned sm small business, small disadvantaged business, and women-owned small business concerns by arrangi for the preparation of bids, quantities, specifications, and

delivery schedules so as to facilitate the participation by such concerns. Where the contractor's list business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone s disadvantaged business, and women-owned small business subcontractors are excessively long, reas made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran business, service-disabled veteran-owned small business, HUBZone small business, small disadvantag women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, business, service-disabled veteran-owned small business, HUBZone small business, small disadvantag women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is HUBZone small business concern by accessing the CCR database.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentatio as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned smal purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the co subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small received a small business preference, upon determination of the successful subcontract offeror, the each unsuccessful small business subcontract offeror in writing of the name and location of the appa prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan offeror by this clause; provided—

(1) The master plan has been approved,

(2) The offeror ensures that the master plan is updated as necessary and provides copies of master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Off requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial a rather than solely to the Government contract. Once the contractor's commercial plan has been app will not require another subcontracting plan from the same contractor while the plan remains in effe product or service being provided by the contractor continues to meet the definition of a commercia service.

(h) Prior compliance of the offeror with other such subcontracting plans under previous cont by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in F an option is exercised, the goals associated with the modification or option shall be added t subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract conta 52.212-5, *Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Co and Commercial Services*, or when the subcontractor provides a commercial item subject to FAR Cla *Subcontracts for Commercial Products and Commercial Services*, under a prime contract.

(k) The failure of the contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled *Utilization of Small Business Concerns*; or

(2) An approved plan required by this clause, shall be a material breach of the contract.

CI 223-5 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (J
2004).
The term "Contracting Officer" shall mean "Buyer". The term "contractor" shall mean "Seller".
(a) Definitions. As used in this clause:
(1) *Storage* means a non-transitory, semi-permanent or permanent holding, placement, or leaving of i
include a temporary accumulation of a limited quantity of a material used in or a waste generated or re
activities, such as servicing, maintenance, or repair of Government items, equipment, or facilities.
(2) *Toxic or hazardous materials* means those materials identified in the EPA Title III List of Lists.
(b) The contractor is prohibited from transporting, storing, disposing, or using toxic or hazard
performing this contract except for those materials listed in (c) below or when authorized in writing b
Officer.
(c) The following toxic and hazardous materials are authorized for use in the performance of

TOXIC MATERIAL	USE	LIMITATIONS
None		

**CI 223-6 CONTRACTOR COMPLIANCE WITH ENVIRONMENTAL, OCCUPATIONAL SAFETYAND HEALT
REQUIREMENTS** (OCT 1997).
The term "Contracting Officer" shall mean "Buyer". The term "contractor" shall mean "Seller". In the
paragraph (b), insert "through Buyer" after "Contracting Officer."
(a) In performing work under this contract, the contractor shall comply with-
(1) All applicable Federal, State, and local environmental, occupational safety and
safety laws, regulations, policies and procedures in effect as of the date the contract is executed;
(2) Any regulations, policies and procedures in effect at any Government facility wh
performed;
(3) Any contract specific requirements; and
(4) Any Contracting Officer direction.
(b) Conflicting Requirements. The contractor shall provide written notification to th
of any conflicts in requirements. The notification will describe the conflicting requirements and their s
estimate of any impact to the contract's cost, schedule, and any other terms and conditions; and pr
solution. The notification will also identify any external organizations that the Contracting Officer or th
to coordinate with in order to implement the solution. The Contracting Officer will review the notificati
direction. Until the Contracting Officer issues that direction, the contractor will continue performance
the extent practicable, giving precedence in the following order to requirements that originate from:
(1) Federal, state, and local laws, regulations, policies and procedures;
(2) Government facility regulations, policies and procedures; and
(3) Contract specific direction.
(c) Material Condition of Contract. Environmental, occupational safety and health,
requirements are a material condition of this contract. Failure of the contractor to maintain and adminis
and safety program that is compliant with the requirements of this contract shall constitute grounds
default.
(d) The Contractor shall include this clause in all subcontracts

CI 225-3 EXPORT CONTROLLED ITEMS (NOV 2018).
(a) Definition. "Export-controlled items," as used in this clause, means items subject to the

Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms R
CFR Parts 120-130). The term includes:
(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as def
services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that
EAR, 15 CFR 772.1.
(b) The Seller shall comply with all applicable laws and regulations regarding export-controlled items,
limited to, the requirement for Seller to register with the Department of State in accordance with the
consult with the Department of State regarding any questions relating to compliance with the ITAR a
the Department of Commerce regarding any questions relating to compliance with the EAR.
(c) The Seller's responsibility to comply with all applicable laws and regulations regarding export- cont
exists independent of, and is not established or limited by, the information provided by this clause.
(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requireme
Federal laws, Executive orders, and regulations, including but not limited to–
(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
(4) The Export Administration Regulations (15 CFR Parts 730-774);
(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
(6) Executive Order 13222, as extended.
(e) The Seller shall include the substance of this clause, including this paragraph (e), in all subcontra

CI 227-1 TECHNICAL DATA AND COMPUTER SOFTWARE: COMMERCIAL PRODUCT AND COMMER
2022).
This clause is inapplicable to non-deliverables. It also does not apply to products or services which a
requirements but have not yet been delivered to the Government. The term "contractor" shall mean
its customer shall be granted a limited license to use data and software for this program.
(a) Definitions. As used in this clause:
(1) Business data means recorded information, regardless of the form or method of the reco
specific business data contained in a computer database, of a financial, administrative, cost or pricii
nature, or other information incidental to contract administration or protected from disclosure under
Information Act, 5 U.S.C. 552(b)(4).
(2) Commercial product and commercial service have the meanings defined in FAR 2.101.
(3) Computer database means a collection of data recorded in a form capable of being proce
a computer. The term does not include computer software.
(4) Computer program means a set of instructions, rules, or routines, recorded in a form tha
causing a computer to perform a specific operation or series of operations.
(5) Computer software means computer programs, source code, source code listings, object c
details, algorithms, processes, flow charts, formulae, and related material that would enable the soft
reproduced, recreated, or recompiled. The term does not include computer databases or computer s
documentation.
(6) Computer software documentation means owner's manuals, users manuals, installation in
operating instructions, and other similar items, regardless of storage medium, that

explain the capabilities of the computer software or provide instructions for using or maintaining the
(7) Form, fit, and function data means technical data that describes the required overall phy performance characteristics (along with the qualification requirements, if applicable) of an item, com the extent necessary to permit identification of physically and functionally interchangeable items. Fo means data identifying source, functional characteristics, and performance requirements, but specifi source code, algorithms, processes, formulas, and flow charts of the software.
(8) Technical data means recorded information (regardless of the form or method of the rec computer databases) of a scientific or technical nature (including computer software documentation recorded information of a scientific or technical nature that is included in computer databases. (See 4 term does not include computer software or business data.
(b) License in Commercial Technical Data.
(1) The Government shall have the unrestricted right to use, modify, reproduce, release, perfo technical data relating to a commercial product or commercial service, and to permit others to do so
(i) Have been provided to the Government or others without restrictions on use, modification, reprod further disclosure other than a release or disclosure resulting from the sale, transfer, or other assign the technical data to another party, or the sale or transfer of some or all of a business entity or its party;
(ii) Are form, fit, and function data;
(iii) Are a correction or change to technical data furnished to the contractor by the Government;
(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturi data); or
(v) Have been provided to the Government under a prior contract or licensing agreement through wh acquired the rights to use, modify, reproduce, release, perform, display, or disclose technical data w
(2) Except as provided in paragraph (b)(1), the Government may use, modify, reproduce, rel or disclose technical data within the Government only.
(3) The Government shall not use the technical data to manufacture additional quantities or display, disclose, or authorize use of the technical data outside the Government without the contrac permission unless a release, disclosure, or permitted use is necessary for emergency repair or overha products furnished under this contract, or for performance of work by Government support contracto
(c) License in Commercial Computer Software. Commercial computer software and commercia documentation shall be acquired under the licenses customarily provided to the public unless such lice with federal procurement law or do not otherwise satisfy user needs. The Government shall have only the license under which the commercial computer software and commercial computer software docu obtained. Such license shall be attached to and made a part of this contract.
(d) Additional License Rights. The contractor and its subcontractors are not required to pro additional rights to use, modify, reproduce, release, perform, display, or disclose technical data or co However, if the Government desires to obtain additional rights in technical data or computer softwar agrees to promptly enter into negotiations with the Contracting Officer to determine whether accep transferring such rights can be reached. All technical data and computer software in which the cont Government additional rights shall be listed or described in a special license agreement made part of th license shall specifically enumerate the additional rights granted the Government.

(e) Release From Liability. The contractor agrees that the Government, and other persons t Government may have released or disclosed technical data or computer software delivered or otherv this contract, shall have no liability for any release or disclosure of technical data or computer softw marked to indicate that such data are licensed data subject to use, modification, reproduction, rel display, or disclosure restrictions.

CI 227-2 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE: NONCOMMERCIAL ITEMS (F 2011).
The term "contractor" shall mean "Seller".
(a) Definitions. As used in this clause:
(1) *Business data* means recorded information, regardless of the form or method of the recor business data contained in a computer database, of a financial, administrative, cost or pricing, or ma other information incidental to contract administration or protected from disclosure under the Freedor U.S.C. §552(b)(4).
(2) *Computer data base* means a collection of data recorded in a form capable of being proc a computer. The term does not include computer software.
(3) *Computer program* means a set of instructions, rules, or routines, recorded in a form tha causing a computer to perform a specific operation or series of operations.
(4) *Computer software* means computer programs, source code, source code listings, object c details, algorithms, processes, flow charts, formulae, and related material that would enable the soft reproduced, recreated, or recompiled. Computer software does not include computer databases or c documentation.
(5) *Computer software documentation* means owner's manuals, user's manuals, installation i operating instructions, and other similar items, regardless of storage medium, that explain the capabilit software or provide instructions for using or maintaining the software.
(6) *Delivery* means the formal act of transferring technical data, computer software, or busin Government as expressly delineated in the contract (including, but not limited to the Contract Data R statement of work, or elsewhere in the contract), in accordance with a specified schedule.
(7) *Detailed manufacturing or process data* means technical data and computer software tha steps, sequences, and conditions of manufacturing, processing, or assembly used by the manufacturer or component, or to perform a process.
(8) *Developed* means that an item, component, or process, or an element of computer softw through sufficient analysis or test to demonstrate to one of ordinary skill in the applicable art that th probability that the item, component, process, or element of computer software will work or perform it function, or purpose.
(9) *Developed exclusively at private expense* means development was accomplished entirely indirect cost pools, costs not allocated to a Government contract, or any combination thereof. Unde when total costs are greater than the firm- fixed- price or ceiling price of the contract, the additional necessary to complete development shall not be considered when determining whether development private, or mixed expense. Private expense determinations should be made at the lowest practicable
(10) *Developed exclusively with Government funds* means all the costs of development were c a Government contract.
(11) *Developed with mixed funding* means development was accomplished partially with costs cost pools and/or costs not allocated to a Government contract, and partially with costs charged direc contract.

(12) *Form, fit, and function data* means technical data that describes the required overall phy performance characteristics (along with the qualification requirements, if applicable) of an item, com the extent necessary to permit identification of physically and functionally interchangeable items. For means data identifying source, functional characteristics, and performance requirements, but specific source code, algorithms, processes, formulas, and flow charts of the software.

(13) *Government purpose* means any activity in which the United States Government is a party, agreements with international or multi-national defense organizations, or sales or transfers by the Unit to foreign Governments or international organizations. Government purposes include providing technica software for use in a competitive procurement, but do not include the rights to use, modify, reprodu display, or disclose technical data and computer software for commercial purposes or authorize others

(14) *Technical data* means recorded information (regardless of the form or method of the reco computer databases) of a scientific or technical nature (including computer software documentation). recorded information of a scientific or technical nature that is included in computer databases (See 41 term does not include computer software or business data.

(b) Government Rights in Technical Data and Computer Software.

(1) *Government purpose rights* means the rights to use, modify, reproduce, release, perform technical data or computer software within the Government without restriction, to release or disclos computer software outside the Government, and to authorize persons to whom release has been ma reproduce, perform, or display that technical data or computer software, provided that the recipient for Government purposes only.

(i) The Government shall have Government purpose rights for a five-year period after contract compl period as may be mutually negotiated. Upon expiration of the five- year or other negotiated period, t have unlimited rights in the technical data or computer software.

(ii) The contractor has the exclusive right, including the right to license others, to use technical data software in which the Government has obtained Government purpose rights under this contract, for purpose during the time period specified in paragraph (b)(1)(i) above and/or in the Government purp prescribed by this clause.

(iii) The Government shall have Government purpose rights in technical data or computer software deli contract that:

(A) Pertain to items, components, computer software, or processes developed with mixed fun Government is entitled to unlimited rights;

(B) Were created with mixed funding in the performance of a contract that does not specifica development, manufacture, construction, or production of items, components, computer software, c

(C) The contractor has previously or is currently providing with Government purpose rights unde contract; or

(D) The parties have agreed shall be delivered with Government purpose rights.

(iv) The Government may release the technical data or computer software to any third party as descri (b)(1) above if:

(A) The receiving development contractor(s) or subcontractor(s) contract arrangements a 209-5, *Protection of Information*, and CI 227-5, *Limitations on the Use or Disclosure of Governmen Marked with Restrictive Legends*;

(B) The receiving support contractor(s) or subcontractor(s) contract arrangements are subje 8, *Support Contractor Corporate Non-Disclosure Agreement*, and CI 227-5,

Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive CI 209-8 is used, additional non-disclosure, confidentiality, proprietary information, or similar agreem by the owner of the technical data or computer software, but only on an exception basis, e.g., when may be a direct competitor of the owner of the technical data or computer software. In the event ar is deemed necessary, the Contracting Officer shall be notified prior to its execution.

(C) The Government and contractor agree to cooperate to ensure that execution of any add not delay or inhibit performance of this contract. Such agreements shall not otherwise restrict any ri Government under this contract;

(2) *Limited rights* means the rights to use, modify, reproduce, release, perform, display, or d data, in whole or in part, within the Government.

(i) The Government may not, without the written permission of the party asserting limited rights, rele technical data outside the Government, use the technical data for manufacture, or authorize the tech by another party, except that the Government may reproduce, release, or disclose such data, or aut reproduction of the data by persons outside the Government if such reproduction, release, disclosure

(A) Necessary for emergency repair and overhaul. In each instance of disclosure outside the Government shall:

(I) Prohibit the further reproduction, release, or disclosure of such technical data;

(II) Notify the party who has granted limited rights that such reproduction or use b disclosure to particular contractors or subcontractors is necessary;

(III) Insert clause CI 209-5, Protection of Information, and CI 227-5, Limitations on th of Government- Furnished Information Marked with Restrictive Legends, into the contractual arranger receiving development contractors;

(IV) Insert clause CI 209-8, Support Contractor Corporate Non-Disclosure Agreement, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legen contractual arrangement with the receiving support contractor(s). An additional non-disclosure, confi information, or similar agreement may be required by the owner of the technical data, but only on an when such third
party is or may be a direct competitor of the owner of the technical data. In the event an additional necessary, the Contracting Officer shall be notified prior to its execution; and

(V) Require the recipient of limited rights technical data necessary for emergency rep to destroy such technical data and any copies in its possession promptly following completion of the e repair/overhaul, and to notify the contractor that it has been destroyed; or

(B) Is in the interest of the Government when a release or disclosure of technical data (other manufacturing or process data) to, or use of such data by, a foreign government is required for evalua purposes, and is subject to a prohibition on further release, disclosure, or use of the technical data.

(ii) The Government and the contractor agree to cooperate to ensure that execution of necessary N inhibit performance of this contract. Said agreements shall not otherwise restrict any rights due the G contract.

(iii) Except as otherwise provided under paragraphs (b)(6)(i)-(xi), the Government shall have limited rigl data delivered under this contract that:

(A) Pertain to items, components, or processes developed exclusively at private expense and limited rights legends prescribed by this clause;

(B) Created exclusively at private expense in the performance of a contract that does not re manufacture, construction, or production of items, components, or processes; or

(C) The parties have agreed shall be delivered with limited rights.
(iv) The contractor and its subcontractors are not required to provide the Government additional righ reproduce, release, perform, or display, technical data furnished to the Government with limited rights Government desires to obtain additional rights in technical data in which it has limited rights, the cont promptly enter into negotiations with the Contracting Officer to determine whether there are accepta transferring such rights. All technical data in which the contractor has granted the Government additi listed or described in a license agreement made part of the contract. The license shall enumerate the granted the Government in such items.
(3) *Prior Government rights* means that technical data or computer software that will be deli otherwise provided to the Government under this contract, in which the Government has previously c delivered, furnished, or provided with the pre- existing rights, unless
(i) The parties have agreed otherwise; or
(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, c data have expired or no longer apply.
(4) *Restricted rights* apply only to non-commercial computer software, and means the Gover rights to:
(i) Use a computer program with one computer at one time. The program may not be accessed by mo central processing unit or time-shared unless otherwise permitted by this contract;
(ii) Transfer a computer program to another Government agency without the further permission of th transferor destroys all copies of the program and related computer software documentation in its po the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), ba modification purposes;
(iv) Modify computer software, provided that the Government may—
(A) Use the modified software only as provided in paragraphs (b)(4)(i) and (iii) of this clause; a
(B) Not release or disclose the modified software except as provided in paragraphs (b)(4)(ii), clause;
(v) Permit contractors or subcontractors performing service contracts in support of this or a related c computer software to diagnose and correct deficiencies in a computer program, to modify computer enable a computer program to be combined with, adapted to, or merged with other computer program necessary to respond to urgent tactical situations, provided that—
(A) The Government notifies the party which has granted restricted rights that a release or d particular contractors or subcontractors is necessary;
(B) The receiving development contractor(s) or subcontractor(s) contract arrangements are s 209-5, *Protection of Information,* and CI 227-5, *Limitations on the Use or Disclosure of Government-Marked with Restrictive Legends*;
(C) The receiving support contractor(s) or subcontractor(s) contract arrangements are subje 8, *Support Contractor Corporate Non-Disclosure Agreement,* and CI 227-5, *Limitations on the Use or Government-Furnished Information Marked with Restrictive Legends.* When clause CI 209-8 is used, a disclosure, confidentiality, proprietary information, or similar agreements may be required by the own or computer software, but only on an exception basis, e.g., when such third party is or may be a dir owner of the technical data or computer software. In the event an additional agreement is deemed n Contracting Officer shall be notified prior to its execution.

(D) The Government and contractor agree to cooperate to ensure that execution of any add not delay or inhibit performance of this contract. Such agreements shall not otherwise restrict any rig Government under this contract;

(E) The Government shall not permit the recipient to decompile, disassemble, or reverse er use software decompiled, disassembled, or reverse engineered by the Government pursuant to para clause, for any other purpose; and

(F) Such use is subject to the limitation in paragraph (b)(4)(i) of this clause.

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or compo procured under this or a related contract to use the computer software when necessary to perform overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that

(A) The receiving development contractor(s) or subcontractor(s) contract arrangements are s 209-5, *Protection of Information,* and CI 227-5, *Limitations on the Use or Disclosure of Government-Marked with Restrictive Legends*;

(B) The receiving support contractor(s) or subcontractor(s) contract arrangements are subje *Support Contractor Corporate Non-Disclosure Agreement,* and CI 227-5, *Limitations on the Use or Dis Government- Furnished Information Marked with Restrictive Legends*. When clause CI 209-8 is used, disclosure, confidentiality, proprietary information, or similar agreements may be required by the own or computer software, but only on an exception basis, e.g., when such third party is or may be a dir owner of thetechnical data or computer software. In the event an additional agreement is deemed n Contracting Officer shall be notified prior to its execution.

(C) The Government and contractor agree to cooperate to ensure that execution of any add not delay or inhibit performance of this contract. Such agreements shall not otherwise restrict any rig Government under this contract.

(D) The Government shall not permit the recipient to decompile, disassemble, or reverse en use software decompiled, disassembled, or reverse engineered by the Government pursuant to para clause, for any other purpose.

(vii) The Government shall have restricted rights in noncommercial computer software required to be d provided to the Government under this contract that was developed exclusively at private expense.

(viii) The contractor, its subcontractors, or suppliers are not required to provide the Government addi noncommercial computer software delivered or otherwise provided to the Government with restricted Government desires to obtain additional rights in such software, the contractor agrees to promptly en with the Contracting Officer to determine whether there are acceptable terms for transferring such noncommercial computer software in which the contractor has granted the Government additional rig described in a license agreement made part of the contract (see paragraph (b)(5) of this clause). Th enumerate the additional rights granted the Government.

(5) *Specifically negotiated license rights* means a license granted by the contractor wherein t rights granted to the Government under paragraphs (b)(1), (2), (3), (4), and (6), including the perio Government shall have government purpose rights in technical data or computer software, are modifie to provide such rights as the parties consider appropriate, but does not provide the Government less rights for technical data or restricted rights for computer software unless mutually agreed by the cor rights so negotiated shall be identified in a license agreement made part of this contract and incorpor as an Attachment/Exhibit.

(6) *Unlimited rights* means the rights to use, modify, reproduce, perform, display, release, or data and computer software in whole or in part, in any manner and for any

purpose whatsoever, and to have or authorize others to do so. The Government shall have unlimited
(i) Technical data pertaining to an item, component, or process, or pertaining to software code or a s
has been or will be developed exclusively with Government funds;
(ii) Computer software developed exclusively with Government funds;
(iii) Form, fit, and function data;
(iv) Technical data that is necessary for installation, operation, maintenance, or training purposes (oth
manufacturing or process data);
(v) Studies, analyses, test data, or similar data when the study, analysis, test, or similar work was sp
of performance;
(vi) Computer software documentation required to be delivered under this contract;
(vii) Technical data created exclusively with Government funds in the performance of a contract that do
development, manufacture, construction, or production of items, components, or processes;
(viii) Corrections or changes to technical data or computer software furnished by the Government;
(ix) Technical data or computer software that is otherwise publicly available or has been released or d
contractor or subcontractor without restriction on the further use, release or disclosure, other than a
resulting from the sale, transfer, or other assignment of interest in the technical data or computer sof
or the sale or transfer of some or all of a business entity or its assets to another party;
(x) Technical data or computer software in which the Government has obtained unlimited rights under
contract or as a result of negotiations;
(xi) Technical data or computer software furnished to the Government under this or any other Gover
subcontract thereunder, with Government purpose rights, limited rights, or restricted rights, and the r
has/have expired, or the Government purpose rights and the contractor's exclusive right to use such
purposes have expired.
(c) For business data marked as proprietary or with similar legends, the Government may dup
disclose such data within the Government solely for evaluation, verification, validation, reporting, and
and management purposes in connection with this contract. The Government may disclose such busi
support contractors identified in clause CI 209-6, *Enabling Clause for Prime and Support Contractor*
these same purposes if and when:
(1) The receiving development contractor(s) or subcontractor(s) contract arrangements a
209-5, *Protection of Information,* and CI 227-5, *Limitations on the Use or Disclosure of Governmen
Marked with Restrictive Legends*;
(2) The receiving support contractor(s) or subcontractor(s) contract arrangements are subje
8, *Support Contractor Corporate Non-Disclosure Agreement,* and CI 227-5, *Limitations on the Use o
Government- Furnished Information Marked with Restrictive Legends.* When clause CI 209-8 is used, a
disclosure, confidentiality, proprietary information, or similar agreement may be required by the owne
data, but only on an exception basis, e.g., when such third party is or may be a direct competitor of
technical data or computer software. In the event an additional agreement is deemed necessary, the
shall be notified prior to its execution.
(i) The Government and contractor agree to cooperate to ensure that execution of any additional ag
delay or inhibit performance of this contract. Such agreements shall not otherwise restrict any rights
under this contract;
(d) Other Information That Cannot Easily Be Categorized. For information that cannot easily b
technical data or business data (e.g., program schedules, Earned Value Management System reports, an
management reports), and is of sufficient detail to show a contractor’s confidential business practice
before or as soon as practicable

after contract award. The parties will agree as to the parties' rights and obligations in such data and marked, handled, used, and disclosed to third parties. Such agreement shall be in writing, attached t the contract.

(e) Release from Liability. The contractor agrees to release the Government from liability for a disclosure of technical data and computer software made in accordance with this clause, in accordance license per this clause, or by others to whom the recipient has released or disclosed the data, and to the party who has improperly used, modified, reproduced, released, performed, displayed, or disclose marked with restrictive legends.

(f) Rights in Derivative Computer Software or Computer Software Documentation. The Gove rights in the unchanged portions of any computer software or computer software documentation del contract that the contractor uses to prepare, or includes in, derivative computer software or compu documentation.

(g) Contractor Rights in Technical Data and Computer Software. The contractor retains all rig Government.

(h) Third Party Copyrights. The contractor shall not, without the written approval of the Co incorporate any copyrighted data in the technical data and computer software to be delivered under t contractor is the copyright owner or has obtained for the Government the license rights necessary to licenses of the appropriate scope as defined in paragraphs (b)(1), (2), (4) and (6) of this clause, and statement of the license or licenses obtained on behalf of the Government and other persons to the computer software transmittal document.

(i) Assertions of Other than Unlimited Rights.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (i)(3) of this clause, technical data and/or computer softwa contractor asserts should be furnished to the Government with restrictions on use, release, or disclos attachment to this contract (the "Attachment"). The contractor shall not deliver any technical data with restrictive markings unless the technical data or computer software is listed in the Attachment.

(3) The contractor may make other assertions of other than unlimited rights in technical data software after contract award. Such assertions must be based on new information or inadvertent or inadvertent omission would have materially affected the source selection decision in the reasonable Contracting Officer (in which case no assertion based on an inadvertent omission may be allowed).

(4) The contractor shall submit such post-contract award assertion(s) to the Contracting O practicable but prior to the scheduled date for delivery of the technical data or computer software. A submitted after award shall be added to the Attachment in a timely fashion after submission of the a Contracting Officer. An official authorized to contractually obligate the contractor must sign the asse contractor assertion(s) shall include the information specified in paragraph (d) of clause CI 227-4, *Ide of Use, Release, or Disclosure Restrictions*.

(5) The Contracting Officer may request the contractor to provide sufficient information to ena to evaluate the contractor's assertion(s). The Contracting Officer reserves the right to add the cont the Attachment and validate any listed assertion at a later date in accordance with the procedures ou 227-3, *Validation of Restrictive Markings on Technical Data and Computer Software*.

(j) Marking Requirements for Delivered Technical Data or Computer Software. The contractor restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclo computer software delivered to the Government by marking such technical data and computer softwa be in the form of

legends found in paragraphs (k)(1) through (4), or as otherwise authorized in this contract, (e.g., pu agreement for the marking of mixed data pursuant to paragraph (d) of this clause). The notice of co under 17 U.S.C. §401 or §402 (with language, if applicable, noting that the Government contributed has rights in the copyrighted material as specified in clause CI 227-2) is also allowed.

(k) General Marking Instructions. The contractor shall conspicuously and legibly mark the app technical data and computer software that qualify for such markings. The authorized legends shall be p transmittal document or storage container and, for printed material, on the title/cover page of the prir technical data or computer software for which restrictions are asserted. Mark each subsequent sheet abbreviated marking(s) to indicate the applicable restrictive rights assertion(s), and refer to the title additional information. When only portions of a page of printed material are subject to the asserted re portions shall be identified by circling, underscoring, annotating, or other appropriate identifier. Techni software transmitted directly from one computer or computer terminal to another shall contain a noti restrictions. Reproductions of technical data and computer software, or any portions thereof subject restrictions, shall also reproduce the asserted restrictions.

(1) Government Purpose Rights Markings. Technical data or computer software delivered or ot to the Government with Government purpose rights shall be marked as follows:

Government Purpose Rights
Contract No:_____
Contractor Name:_____
Contractor Address:_____
Expiration Date:
_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these techı computer software are restricted by paragraph (b)(1) of clause CI 227-2, *Rights in Technical Data a Software: Noncommercial Items*, contained in the contract identified above. No restrictions apply a shown above. Any reproduction of technical data or computer software, or portions thereof marked also reproduce the markings.

(End of legend)

(2) Limited Rights Markings. Technical data delivered or otherwise furnished to the Governmer shall be marked as follows:

Limited Rights
Contract No:_____
Contractor Name:_____
Contractor Address: _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these techı restricted by paragraph (b)(2) of clause CI 227-2, *Rights in Technical Data and Computer Software. Items*, contained in the contract identified above. Any reproduction of technical data, or portions th this legend, must also reproduce the markings. Any person, other than Government officials or other authorized by the Government, who has been provided access to this technical data must promptly named contractor.

(End of legend)

(3) Restricted Rights Markings. Computer software delivered or otherwise furnished to the Go restricted rights shall be marked with the following legend:

Restricted Rights
Contract No:_____

Contractor Name:_____
Contractor Address: _____
The Government's rights to use, modify, reproduce, release, perform, display, or disclose this compu
restricted by paragraph (b)(4) of clause CI 227-2, *Rights in Technical Data and Computer Software*
Items, contained in the contract identified above. Any reproduction of computer software or portion
this legend must also reproduce the markings. Any person, other than the Government, who has bee
such computer software must promptly notify the above- named contractor.
(End of legend)
(4) Special License Rights Markings. Technical data and computer software in which
rights stem from a specifically negotiated license shall be marked with the following legend:
Special License Rights
Contract No:_____
Contractor Name:_____
Contractor Address: _____
The Government's rights to use, modify, reproduce, release, perform, display, or disclose this data a
restricted by *[Insert license identifier]*. Any reproduction of technical data, computer software, or p
marked with this legend must also reproduce the markings.
(End of legend)
(l) Pre-Existing Data Markings. If the terms of a prior contract or license permitted the contr
Government's rights to use, modify, reproduce, release, perform, display, or disclose a technical data
deliverable under this contract, and those restrictions are still applicable, the contractor may mark su
computer software with the appropriate restrictive conforming legend for which the technical data or
qualified under the prior contract or license. The marking procedures in paragraphs (j) and (k) of this
(m) Removal of Unjustified Markings. Notwithstanding any other provision of this contract conc
acceptance, if any technical data or computer software delivered or otherwise provided under this c
with the notices specified at (k)(1)-(4) of this clause, and the use of such is not authorized by this cl
may ignore, or at the contractor's expense, correct or strike the marking if, in accordance with the pr
227-3, *Validation of Restrictive Markings on Technical Data and Computer Software,* of this contract,
computer software is delivered or otherwise provided with a restrictive marking determined to be unju
(n) Removal of Nonconforming Markings. A nonconforming marking is a marking placed on techn
software delivered to the Government under this contract that is not in a format authorized by this c
nonconforming markings is not subject to the *Validation of Restrictive Markings on Technical Data and C*
clause of this contract. To the extent practicable, the Government shall return technical data or comp
with nonconforming markings to the contractor and provide the contractor an opportunity to correct c
nonconforming marking at no cost to the Government. If the contractor fails to correct the nonconfor
return the corrected technical data or computer software within 60 days following the contractor's re
Contracting Officer may ignore, or at the contractor's expense, remove, correct, or strike any noncor
(o) Unmarked Technical Data or Computer Software. Technical data or computer software deli
Government under this contract without restrictive markings as set forth herein

shall be presumed to have been delivered with unlimited rights and may be released or disclosed with
However, to the extent the technical data or computer software has not been disclosed without res
Government, the contractor may request, within six months after delivery of such technical data or
a longer time approved by the Contracting Officer for good cause shown), permission to have notice
technical data or computer software at the contractor's expense, and the Contracting Officer may a
contractor:

(1) Identifies the technical data or computer software on which the omitted notice is to be pla
(2) Demonstrates that the omission of the notice was inadvertent;
(3) Establishes that the use of the proposed notice is authorized; and
(4) Acknowledges that the Government has no liability with respect to the disclosure, use, or r

such technical data or computer software made prior to the addition of the notice or resulting from the
notice.

(p) Relation to Patents. Nothing contained in this clause shall imply a license to the Governme
patent, or be construed as affecting the scope of any license or other right otherwise granted to the
any patent.

(q) Limitation on Charges for Rights in Technical Data or Computer Software.

(1) The contractor shall not charge to this contract any cost, including but not limited to lice
similar charges, for rights in technical data or computer software to be delivered under this contract w

(i) The Government has acquired, by any means, the same or greater rights in the technical data or co
(ii) The technical data or computer software is available to the public without restrictions.

(2) The limitation in paragraph (q)(1) of this clause -

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the
rights in subcontractor or supplier technical data or computer software if the subcontractor or supplie
such rights under any other Government contract or under a license conveying the rights to the Gov
include the reasonable costs of reproducing, handling, or mailing the documents or other media in whic
computer software will be delivered.

(r) Applicability to Subcontractors or Suppliers.

(1) The contractor shall ensure that the rights afforded its subcontractors and suppliers und
U.S.C. §2320, 10 U.S.C. §2321, and the identification, assertion, and delivery processes of paragrap
clause are recognized and protected.

(2) Whenever any technical data or computer software for noncommercial items is to be obta
subcontractor or supplier for delivery to the Government under this contract, the contractor shall flo
all of its subcontractors, vendors or suppliers (at any tier), and require its subcontractors, vendors,
without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish
contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's tech
software.

(3) Technical data or computer software required to be delivered by a subcontractor or supp
delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a req
contract for technical data or computer software which may be submitted with other than unlimited r
subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting
computer software directly to the Government, rather than through a higher-tier contractor, subcont

(4) The contractor and higher-tier subcontractors or suppliers shall not use their power to awa
economic leverage to obtain rights in technical data or computer software from their

subcontractors or suppliers.
(5) In no event shall the contractor use its obligation to recognize and protect subcontracto in technical data or computer software as an excuse for failing to satisfy its contractual obligation to

CI 227-3 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA AND COMPUTER SOFT
The term "contractor" shall mean "Seller". Any requests from or to the Contracting Officer shall be t
(a) The Government shall presume that a contractor's asserted use or release restrictions a that the item (to include computer software), component, or process was developed exclusively at commercial products and commercial services as defined in FAR Part 12. The Government will not ch unless information the Government demonstrates that the item, component, or process was not dev private expense.
(b) Justification. The contractor is responsible for maintaining records sufficient to justify th markings that restrictions on the Governments right to use, modify, reproduce, perform, display, rele technical data or computer software delivered or required to be delivered under the contract or sub commercial products and commercial services, the contractors shall be prepared to furnish to the C written justification for such restrictive markings in response to a challenge under paragraph (e) of t
(c) Pre-challenge Request for Information.
(1) The Contracting Officer may request the contractor to furnish a written explanation for by the contractor on the right of the United States to use, or authorize use of, technical data or co upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the bas marking, the Contracting Officer may further request the contractor to furnish additional information i otherwise in the possession of or reasonably available to, the contractor to justify the validity of an technical data or computer software, accompanied with supporting documentation. The contractor written data within a reasonable time after it is requested by the Contracting Officer.
(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragr clause, or any other available information pertaining to the validity of a restrictive marking, determin grounds exist to question the current validity of the marking, and that continued adherence to the impracticable the subsequent competitive acquisition of the item, component, or process to which t computer software relates, the Contracting Officer shall follow the procedures in paragraph (d) of th
(3) If the contractor fails to respond to the Contracting Officer's request for information un of this clause, and the Contracting Officer determines that continued adherence to the marking wou the subsequent competitive acquisition of the item, component, or process to which the technical d software relates, the Contracting Officer may challenge the validity of the marking as described in par clause.
(d) Challenge.
(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer challenge notice to the contractor or subcontractor asserting the restrictive markings. Such challen
(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to tl
the asserted restriction;
(iii) State that a Contracting Officer's final decision, issued pursuant to paragraph (f) of this
validity of a restrictive marking identical to the asserted restriction, within the three-year period pre
shall serve as justification for the asserted restriction if the validated restriction was asserted by th
subcontractor (or any licensee of such contractor or subcontractor to which such notice is being pr
(iv) State that failure to respond to the challenge notice may result in issuance of a final decisi
paragraph (e) of this clause.
(2) The Contracting Officer shall extend the time for response if the contractor or subcontra
written request showing the need for additional time to prepare a response.
(3) The contractor's or subcontractor's written response shall be considered a claim within th
Contract Disputes Act of 1978, and shall be certified in the form prescribed at FAR Subpart 33.207,
amount.
(4) A contractor or subcontractor receiving challenges to the same restrictive markings from
Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge
state which Contracting Officer initiated the first unanswered challenge. The Contracting Officer init
unanswered challenge after consultation with the contractor and the other Contracting Officers, sha
distribute a schedule for responding to each of the challenge notices to all interested parties. The s
the contractor an opportunity to respond to each challenge notice. All parties will be bound by this s
(e) Final Decision When Contractor or Subcontractor Fails to Respond. When a contractor o
respond to a challenge notice, other than a failure to respond to a challenge related to a commercia
commercial service, the Contracting Officer will issue a final decision to the contractor or subcontra
the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final d
as soon as possible after the expiration of the time period of paragraph (d)(1)(ii) or (d)(2) of this cla
issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs
of this clause.
(f) Final Decision When the Contractor Responds.
(1) If the Contracting Officer determines that the contractor or subcontractor has justified the valid
marking, the Contracting Officer shall issue a final decision to the contractor or subcontractor sustai
restrictive marking, and stating that the Government will continue to be bound by the restrictive ma
shall be issued within sixty (60) days after receipt of the contractor's or subcontractors response to
or within such longer period that the Contracting Officer has notified the contractor or subcontracto
will require. The notification of a longer period will be made within sixty (60) days after receipt of th
challenge notice.
(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified
Officer shall issue a final decision to the contractor or subcontractor in accordance with the Dispute
contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued wi
after receipt of the contractors or subcontractors response to the challenge notice, or within such l
Contracting Officer has notified the contractor or subcontractor that the Government will require. Th
longer period will be made within sixty (60) days after receipt of the response to the challenge notic
(ii) The Government agrees that it will continue to be bound by the restrictive marking for ninety
(90) days from the issuance of the Contracting Officer's final decision. The contractor agrees that if
the United States Claims Court, it will provide a notice of intent to file suit

to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's fina
paragraph (f)(2)(i) of this clause. If the contractor fails to appeal, file suit, or provide a notice of int
Contracting Officer within the ninety-day period, the Government may cancel or ignore the restrictive
failure of the contractor to take the required action constitutes agreement with the Contracting Offic
(iii) The Government agrees that it will continue to be bound by the restrictive marking where
file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days
the final decision under paragraph (f)(2)(i) of this clause. The Government will no longer be bound, a
agrees that the Government may strike or ignore the restrictive markings, if the contractor fails to file
year after issuance of the Contracting Officer final decision. Notwithstanding the foregoing, where th
agency's Director, Office of Contracts determines that urgent or compelling circumstances will not p
filing of a suit in the United States Claims Court, the contractor agrees that the Government may, fo
contractor, authorize release or disclosure of the technical data or computer software. Such determ
any time after issuance of the Contracting Officer final decision, and will not affect the contractor's
against the United States where its restrictive markings are ultimately upheld, or to pursue other rel
provided by law.
(iv) The Government agrees that it will be bound by the restrictive marking where an appeal
to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the U
Court. Notwithstanding the foregoing, where the Government agency's Director, Office of Contracts
notice to the contractor that urgent or compelling circumstances will not permit awaiting the decisio
Contract Appeals or the United States Claims Court, the contractor agrees that the Government ma
disclosure of the technical data or computer software. Such determination may be made at any time
final decision and will not affect the contractor's right to damages against the United States where
are ultimately upheld, or to pursue other relief, if any, as may be provided by law.
(g) Final Disposition of Appeal or Suit.
(1) If the contractor or subcontractor appeals or files suit, and if, upon final disposition of th
the Contracting Officer's decision is sustained:
(i) The restrictive marking on the technical data or computer software shall be struck, canc
corrected at the contractors or subcontractors expense; and
(ii) If the restrictive marking is found not to be substantially justified, the contractor or sub
the restriction shall be liable to the Government for payment of the cost to the Government of review
marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Gove
the marking, unless special circumstances would make such payment unjust.
(2) If the contractor or subcontractor appeals or files suit, and if, upon final disposition of th
the Contracting Officer's decision is not sustained:
(i) The Government shall continue to be bound by the restrictive marking; and
(ii) The Government shall be liable to the contractor for payment of fees and other expe
U.S.C. 2412(d)(2)(A)) incurred by the contractor or subcontractor in defending the marking if
Government is found not to have been made in good faith.
(h) Duration of Right to Challenge. The Government, when there are reasonable grounds, ma
challenge the validity of any restriction asserted by the contractor or subcontractor on the Governm
modify, reproduce, release, perform, display, or disclose technical data or computer software deliver
otherwise provided by the Contractor or subcontractor in the performance of a contract. During the
years of final payment on a contract, or within three (3) years of delivery of the technical data or co

software to the Government, whichever is later, the Contracting Officer may review and make a writ challenge any restriction. The Government may, however, challenge a restriction on the release, dis technical data or computer software at any time if such technical data or computer software:

(1) Is publicly available;
(2) Has been furnished to the United States without restriction; or
(3) Has been otherwise made available without restriction.

(i) Decision Not to Challenge. The absence of a challenge to an asserted restriction shall nc under this clause. Only the Contracting Officers final decision resolving a formal challenge by sustain restrictive marking, or actions of an agency Board of Contract Appeals or a court of competent juris assertion, constitutes validation as addressed in 10 U.S.C. 2321.

(j) Privity of Contract. The contractor or subcontractor agrees that the Contracting Officer under this clause directly with subcontractors at any tier that assert restrictive markings or assert re Governments right to use, modify, release, perform, display, or disclose technical data or computer so neither this clause nor any action taken by the Government under this clause shall create or imply pr between the Government and subcontractors.

(k) Flowdown. The contractor or subcontractor agrees to insert this clause in contractual ir subcontractors or suppliers at any tier requiring the delivery of technical data or computer software, instruments for commercial products and commercial services.

CI 227-4 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS

The term "contractor" or "Offeror" shall mean "Seller". The term "Contracting Officer" shall mean Buy

(a) The terms used in this provision are defined in the *Technical Data and Computer Softwa Items* clause contained in this solicitation.

(b) The identification and assertion requirements in this clause apply to technical data and delivered with other than unlimited rights. Notification and identification is not required for restr copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known submitted to the Government, the technical data or computer software that the offeror, its subcor potential subcontractors or suppliers, assert should be furnished to the Government with restricti disclosure.

(d) The contractor's assertions, including the assertions of its subcontractors or suppliers, attachment to its offer/proposal in the following format, dated and signed by an official authorized t the contractor:

ıd Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Cor

The contractor asserts for itself, or the person identified below asserts that the Government's righ use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to Be Furnished With Restrictions (1)	Basis for Assertion (2)	Asserted Rights Category (3)	Name of Person Asserting Restrictions (4)
(LIST) (5)	(LIST)	(LIST)	(LIST)

(1) For technical data (other than computer software documentation) pertaining t components, or processes developed at private expense, identify both the deliverable technical d each such item, component, or process (to include document titles, version numbers, and dates for For computer software or computer software documentation, identify the software or documenta include document and software titles, version numbers, and dates for clarity).

(2) Generally, development at private expense, either exclusively or partially, is the or asserting restrictions. For technical data, other than computer software documentation, developme development of the item, component, or process to which the data pertain. The Government computer software documentation generally may not be restricted. For computer software, developme the software. Indicate whether development was accomplished exclusively or partially at private development was not accomplished at private expense, or for computer software documentation specific basis for asserting restrictions.

(3) Enter the asserted rights category (e.g., Government purpose license rights from a prio limited, restricted, or Government purpose rights under this or a prior contract, or specially licenses).

(4) Identify the corporation, individual, or other person, as appropriate.

(5) Enter "None" when all data or software will be submitted without restrictions.

Date: _____

Printed Name and Title: _____

Signature: _____

(End of identification and assertion)

(e) A contractor's failure to submit, complete, or sign the notification and identification requi paragraph (d) of this provision with its offer will constitute a minor informality. If assertions are requ the contractor does not correct such informality within the time prescribed by the Contracting Office offer may be ineligible for award.

(f) If the contractor is awarded a contract, the assertions identified in paragraph (d) of this provision shall be included in an attachment (the Attachment) and incorporated as a sepa attachment in the resultant contract. Upon request by the Contracting Officer, the contractor shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion. Upd the assertion list shall be included in an amended Attachment.

CI 227-5 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-

FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDSL (NOV 2022).
In paragraph (c)(1), the term "Government" shall mean "Government and Buyer". The term "contracto
"Seller".
(a) The terms limited rights, restricted rights, special license rights, and Government purpos
the Rights in Technical Data and Computer Software: Noncommercial Items clause of this contract.
(b) Technical data or computer software provided to the contractor as Government-furnished
under this contract may be subject to restrictions on use, modification, reproduction, release, perfo
further disclosure.
(1) GFI Marked with Limited or Restricted Rights Legends. The contractor shall use, modify,
display technical data received from the Government with limited rights legends, or computer softwa
restricted rights legends only in the performance of this contract. The contractor shall not, without
permission of the party whose name appears in the legend, release or disclose such data or software
person. Prior to providing limited rights technical data or restricted rights computer software as GFI,
ensure that:
(i) The receiving development contractor(s) or subcontractor(s) contract arrangements are subject
Protection of Information, and CI 227-5, Limitations on the Use or Disclosure of Government-Furnish
Marked with Restrictive Legends; and
(ii) The receiving support contractor(s) or subcontractor(s) contract arrangements are subject to cla
Support Contractor Corporate Non-Disclosure Agreement, and CI 227-5, Limitations on the Use or Di
Government-Furnished Information Marked with Restrictive Legends.
(2) GFI Marked with Government Purpose Rights Legends. The contractor shall use technical
software received from the Government with Government purpose rights legends for Government pur
contractor shall not, without the express written permission of the party whose name appears in the
modify, reproduce, release, perform, or display such technical data or computer software for any co
disclose such data or software to a person other than its subcontractors, suppliers, or prospective sul
suppliers who require the data or software to submit offers for, or perform, contracts under this con
the data or software, the contractor shall coordinate with the Buyer before requiring the persons to
made to complete and sign non-disclosure agreements including the same limitations included in this
(3) GFI Marked with Special License Rights Legends. The contractor shall use, modify, repro
perform, or display technical data or computer software received from the Government with specially
legends only as permitted in the license. Such data or software may not be released or disclosed to
permitted by the license.
(4) GFI technical data or computer software marked with commercial restrictive legends.
(i) The contractor shall use, modify, reproduce, perform, display technical data and/or computer softw
to a commercial product or commercial service and is received from the Government with a commerc
(i.e. marked to indicate that such data are subject to use, modification, reproduction, release, perfo
disclosure restrictions) only in the performance of this contract. The Contractor shall not, without th
permission of the party whose name appears in the legend, use the technical data to manufacture
the commercial product, release or disclose such data to any unauthorized person. Prior to providing
computer software marked with commercial restrictive legends, the Government shall ensure that:
(A) The receiving development contractor(s) or subcontractor(s) contract arrangements are

subject to clauses CI 209-5, Protection of Information, and CI 227-5, Limitations on the Use or Disc
Government-Furnished Information Marked with Restrictive Legends; and
(B) The receiving support contractor(s) or subcontractor(s) contract arrangements are subj
8, Support Contractor Corporate Non-Disclosure Agreement, and CI 227-5, Limitations on the Use or
Government-Furnished Information Marked with Restrictive Legends.
(c) Indemnification and Creation of Third Party Beneficiary Rights. The contractor agrees:
(1) To indemnify and hold harmless the Government, its agents, and employees from every c
including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the mi
modification, reproduction, release, performance, display, or disclosure of technical data or compute
from the Government with restrictive legends by the contractor or any person to whom the contract
disclosed such data or software; and
(2) That the party whose name appears on the restrictive legend, in addition to any other r
third party beneficiary who has the right of direct action against the contractor, or any person to w
has released or disclosed such data or software, for the unauthorized duplication, release, or disclos
or computer software subject to restrictive legends.

CI 227-6 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVER
(OCT 2015).
The term "contractor" shall mean "Seller.
The contractor shall attach to its offer an identification of all documents or other media incorporatin
computer software it intends to deliver under this contract with other than unlimited rights that are ide
similar to documents or other media that the contractor has produced for, delivered to, or is obligate
Government under any contract or subcontract. This requirement shall be flowed down to all subcont
The attachment shall identify:
(a) The contract number under which the technical data or computer software was produce
(b) The contract number under which, and the n and address of the organization to whom, t
or computer software was most recently delivered or will be delivered; and
(c) Any limitations on the Government's right to use or disclose the technical data or compute
including, when applicable, identification of the earliest date the limitations expire.

CI 227-7 RIGHTS IN BID OR PROPOSAL INFORMATION (JUL 2018).
The term "contractor" or "Offeror" shall mean "Seller.
(a) Definitions. The terms "technical data" and "computer software" are defined in the *Righ*
and Computer Software: Noncommercial Items clause of this contract.
(b) Government Rights to Contract Award. By submission of its offer, the offeror agrees tha
(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to e
offer.
(2) Except as provided in paragraph (d) of this clause, shall use information contained in the
for evaluational purposes and shall not disclose, directly or indirectly, such information to any perso
evaluators, unless that person has been authorized by the Contracting Officer to receive such inform
(c) Government Rights Subsequent to Contract Award. The contractor agrees:
(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government sha
to use, modify, reproduce, release, perform, display, or disclose information contained in the contrac
proposal within the Government.

(2) The Government's right to use, modify, reproduce, release perform, display, or disclose i technical data or computer software required to be delivered under this contract are determined by th *Data and Computer Software: Noncommercial Items* clause of this contract.

(d) Government-Furnished Information. The Government's rights with respect to technical d software contained in the contractor's bid or proposal provided to the contractor by the Governmen restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, ir developer or licensor of such data or software.

(e) Information Available Without Restrictions. The Government's rights to use, modify, repr perform, display, or, disclose information contained in a bid or proposal, including technical data or c to permit others to do so, shall not be restricted in any manner if such information has been released Government or to other persons without restrictions other than a release or disclosure resulting from other assignment of interest in the information to another party, or the sale or transfer of some or a or its assets to another party.

(f) Flowdown. The contractor shall include this clause in all subcontracts or similar contractu require its subcontractors or suppliers to do so without alteration, except to identify the parties.

CI 227-8 COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE LICENSING— ORDER OF (NOV 2022).

(a) Upon delivery of any commercial product or commercial service technical data, computer software documentation, or any combination thereof, to the Government contained in any CLIN or CDRL, the fo shall take precedence over conflicting provisions in any license associated with those items, notwithsta in those licenses to the contrary through renewals or extensions, as needed, to this contract:

(1) The Government shall have the right to use, perform, display, or disclose that commercial commercial service technical data, in whole or in part, within theGovernment.

(2) The Government may not, without the written permission of the Licensor, release or disc product or commercial service technical data and commercial computer software outside the Governr commercial product or commercial service technical data and computer software for manufacture, or a commercial product or commercial service technical data and computer software to be used by anot the Government may reproduce, release, or disclose such data and software or authorize the use or data and software by persons outside the Government (including their subcontractors) to perform th contract(s) as identified in CI 209-6 in Section I.

(3) The Licensor agrees that the Government shall have the right to unilaterally add or delete those supporting this Program contract at any time, and its exercise of that right shall not entitle the equitable adjustment or a modification of any other terms and conditions of this contract.

(4) The duration of this license shall be, at a minimum, for the period of performance of this c options, if exercised) unless the license specifies a longer period.

(5) License rights related to technical data described in, and granted to the U.S. Government u shall apply to all such technical data associated with delivered computer software including, but not lin installation instructions, and operating instructions.

(6) Disputes arising between the Licensee and the U.S. Government pertaining to the provisi be subject to the Contract Disputes Act. Furthermore, the jurisdiction and forum for disputes hereunder U.S. Government shall be the Armed Services Board ofContract Appeals (ASBCA) or the U.S. Court of (COFC), as appropriate.

(7) By law, the U.S. Government cannot enter into any indemnification agreement where the liability is indefinite, indeterminate, unlimited, and in violation of the Anti- Deficiency Act; therefore, a indemnification provision in this License shall be void.

(8) In the event the Licensee files a claim with the U.S. Government on behalf of the Lice dispute with the Government relating to that claim, the Licensor agrees that damages and remedies attorney's fees.

(9) Subject to the security requirements set forth in this contract, and upon receiving writte Government, the Licensor may be permitted to enter Government installations for purposes such as so other forms of inspection.

(10) The items provided hereunder may be installed and used at any U.S. Government installa which this Program equipment and/or software is located consistent with the provisions of the contra Government and the Licensee.

(11) Under no circumstances shall terms of the License or any modifications thereto renew aut obligate funds in advance of funds being appropriated in contravention of the Anti-Deficiency Act.

(12) The Licensor shall comply with, and all delivered items shall conform to, all applicable Gover classification rules and regulations applicable to this agreement, in particular those set forth in the a Form 254 (Department of Defense Contract Security Classification Specification).

(13) The Licensor understands that the ultimate purpose of the Licensee entering into this Lic is for the Licensor to supply to the U.S. Government a critical component of a weapons syst sustainment is mandated by Federal law (10 U.S.C. § 2281, 42
U.S.C. § 14712). Accordingly, should the U.S. Government use, release or disclose the items describe manner inconsistent with the terms of this License, the U.S. Government shall not be required to de- ir those items or return such items to the Licensee, and the Licensor's remedy will be limited to monetary

(14) In the event of inconsistencies between the License and Federal law, Federal law shall a

(15) The Government shall not be required to comply with the terms and conditions of any Lic with any applicable laws, regulations, or policies pursuant to export controlled items.

(16) Any claim the Licensee files with the U.S. Government on behalf of the Licensor, and any Government files with the Licensor, shall be submitted within the period specified in FAR §52.233- 01 ("

(b) Subcontractor Flow-down. The contractor ("Licensee") shall include the following clause in any ag and its subcontractors ("Licensors") that require the delivery of commercial product or commercial se computer software, or computer software documentation, and this clause shall be in effect during the of this contract or into perpetuity for perpetual licenses:

This Addendum is entered into between _____ ("Licensee") and _____ and relates to the commercial product or commercial service technical data, computer software, or co documentation ("Items") licensed to the Licensee by the Licensor through the Licensee's License Agre and this Addendum is incorporated by reference into the Agreement. The Addendum terms will come the Agreement is transferred to the Government. All references to such Items shall include all softwa software maintenance patches, version changes, new releases) and future substitutions made by the delivery of that/those Items, Licensor and Licensee agree that the following provisions in this Addendu precedence over conflicting provisions, if any, in the Agreement notwithstanding any provisions in the A contrary:

(1) License rights related to technical data granted to the U.S. Government under clause CI 2

1(b)(1) shall apply to all technical data associated with delivered computer software including, but not
manuals, installation instructions, and operating instructions.
(2) Disputes arising between the Licensee and the U.S. Government pertaining to the provisi
shall be subject to the Contract Disputes Act. Furthermore, the jurisdiction and forum for disputes he
to the U.S. Government shall be the Armed Services Board of Contract Appeals (ASBCA) or the U.S.
Claims (COFC), as appropriate.
(3) By law, the U.S. Government cannot enter into any indemnification agreement where the
indefinite, indeterminate, unlimited, and in violation of the Anti-Deficiency Act; therefore, any such inde
this Agreement shall be void.
(4) In the event the Licensee files a claim with the U.S. Government on behalf of the Licenso
dispute with the Government relating to that claim, the Licensor agrees that damages and remedies aw
attorney's fees.
(5) Upon receiving written consent by the U.S. Government, the Licensor may be permitted
installations for purposes such as software usage audits or other forms of inspection.
(6) The Items provided hereunder may be installed and used at any U.S. Government installa
consistent with the provisions of the contract between the U.S. Government and the Licensee (e.g., li
executing instances of software, number of users, other processing volume limitations).
(7) Under no circumstances shall terms of the Agreement or any modifications thereto renew
obligate funds in advance of funds being appropriated in contravention of the Anti- Deficiency Act.
(8) Licensor shall comply with, and all delivered Items shall conform to, all applicable Governm
classification rules and regulations applicable to this Agreement, in particular those set forth in the a
Form 254 (Department of Defense, Contract Security Classification Specification).
(9) Licensor understands that the ultimate purpose of the Licensee entering into this Agreen
for the Licensor to supply to the U.S. Government a critical component of a weapons system whose
mandated by Federal law (10 U.S.C. § 2281, 42U.S.C. § 14712). Accordingly, should the U.S. Governn
disclose the Items described in this Agreement in a manner inconsistent with the terms of this Agreem
Government shall not be required to uninstall and stop using those Items or return such Items to the
(10) In the event of inconsistencies between the Agreement and Federal law, Federal law sha

CI 227-9 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (MAY 2005).
Buyer may identify technical data or computer software (as defined in clause CI 227-1 or CI 227-
2) for deferred delivery at any time during contract performance by listing such technical data or co
attachment to or line item in this Contract titled "Deferred Delivery." Buyer may require delivery of tl
deferred delivery up to three (3) years after either acceptance of all deliverables or contract termin
later. This clause will be flowed down to all subcontractors.

CI 227-10 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (SEP 2013).
(a) Buyer may defer ordering technical data, computer software (as defined in clause CI 227-1 or CI 2
information not easily categorized (as defined in clause CI 227-2(d) and

mutually agreed to by the contractual parties) that is generated during the performance of this cont to three (3) years after either acceptance of all deliverables or contract termination, whichever is la
(b) The categories of technical data, computer software, and other information not easily categorized subject to deferred ordering under this clause may be:
(1) Incorporated into the contract in the Subcontract Data Requirements List (SDRL) item that describe Accession List attached to the contract; or
(2) Identified by Buyer via a process agreed to by the parties and incorporated as an attachment/exl the contract prior to contract award.
(c) When the technical data, computer software, or other information not easily categorized is ordere shall be reasonably compensated for converting the data or computer software into the prescribed fo and fordelivery.
(d) Buyer's customer rights to use said technical data and computer software shall be pursuant to t *Data and Computer Software* clause(s) of this Contract (CI 227-1 and CI 227-2).
(e) This clause shall be flowed down to all subcontractors.

CI 227-11 TECHNICAL DATA AND COMPUTER SOFTWARE: WITHHOLDING OF PAYMENT (NOV 20
The term "contractor" shall mean "Seller". The term "Government" and "Contracting Officer" shall me
(a) If technical data and computer software (as defined in clause CI 227-2) specified to be d contract are not delivered within the time specified by this contract, or are deficient upon delivery (i unauthorized restrictive markings), the Contracting Officer shall, until such data and computer softw the Government, withhold all subsequent payments to the contractor until a reserve is established t total contract price. Payments shall not be withheld nor any other action taken pursuant to this para Contracting Officer determines that the contractor's failure to make timely delivery or to deliver the computer software without deficiencies arises out of causes beyond the control and without the faul contractor.
(b) The withholding of any amount or subsequent payment to the contractor shall not be co any rights accruing to the Government under this contract. Use of this clause constitutes a determina Officer that the limitation established by FAR Clause 52.232-9, *Limitation on Withholding of Payments* amount withheld under this clause.

CI 227-15 DATA REQUIREMENTS (FEB 2011).
The contractor is required to deliver the data items listed on the Contract Data Requirements List, d and deliverable under any contract clauses part of this contract, and other data as may be specifie Work, Statement of Objectives, Specification(s), or elsewhere in this contract.

CI 227-18 BUYER'S CUSTOMER ACCESS TO INTERIM DATA LICENSE (FEB 2011).
(a) Definition. As used in this clause, *Integrated Data Environment (IDE)* means a mutually agreed to da information management environment that facilitates Government and Industry information sharing ar electronically or via hardcopy, to enable timely access and submission of information of all types and f
(b) If the contractor provides the Government access (whether electronically, via hard copy, person- IDE, or other means) to technical data or computer software prior to the contractually scheduled deliv technical data or computer software that is not

otherwise subject to delivery, the Government's access shall not constitute delivery of such technica
software under this contract. Unless otherwise expressly set forth in an attachment to this contract
paragraph (d) of clause CI 227-2, *Rights in Technical Data and Computer Software: Noncommercial Ite*
apply to data that cannot easily be categorized as technical data or business data to which the Gove
prior to delivery, or which is not otherwise subject to delivery.

(c) Subject to the restrictions set forth below, the Government may use, duplicate, and disclose suc
computer software within the Government in connection with the performance of this contract for s
administration, evaluation, problem resolution, and technical collaboration with the contractor. The G
such technical data or computer software to its support contractors identified in clause CI 209-6, *Ena*
and Support Contractor Relationships, for these same purposes if and when the receiving support co
subcontractor(s) contract arrangements are subject to clauses CI 209-8, *Support Contractor Corpo*
Agreement, and CI 227-5, *Limitations on the Use or Disclosure of Government- Furnished Informatio*
Restrictive Legends.

(1) An additional non-disclosure, confidentiality, proprietary information, or similar agreement may be
of the technical data or computer software, but only on an exception basis, e.g., when such third pa
direct competitor of the owner of the technical data or computer software. In the event an additional
necessary, the Contracting Officer shall be notified prior to its execution. The Government and contrac
to ensure that execution of any additional agreements shall not delay or inhibit performance of this co
agreements shall not otherwise restrict any rights due the Government under this contract. All rights
Government are retained by the contractor.

(d) The Government shall not use, nor allow others to use, such technical data or computer software f
manufacturing, re-procurement, or other competitive purposes against the contractor's interest, or an
directly related to this contract. The restrictions on use and further disclosure shall not apply to tech
software:

(1) Independently developed by or for the Government by persons not having access to the contract
data or computer software, as evidenced in written documentation;

(2) In which the Government has otherwise acquired lawful rights in the use and further disclosure of
data or computer software; or

(3) Are otherwise publicly available.

(e) The Government shall comply with reasonable access terms. Nothing in this clause diminishes the G
under any other provision of this contract in delivered technical data or computer software.

(f) All technical data or computer software to which the Government is provided access under this cl
intended to be responsive to the formal contract data requirements is provided "as is," and does not
express or implied warranty. The contractor shall not be liable to the Government for any Governmer
such technical data or computer software outside of the rights granted in this section.

(g) Government access under this clause shall not modify the rights and obligations of the parties with
data or computer software under the contract's termination provisions. In addition, Government acce
data or computer software resident on a contractor system does not create a "Government record"
Freedom of Information Act, 5
U.S.C. §552(b)(4).

(h) The Government's rights to access, use, duplicate, and disclose technical data or computer softw
this provision shall terminate upon earliest occurrence of any of the following events:

(1) Contractual delivery of the technical data or computer software;

(2) Termination of the contract; or
(3) The end of the period of performance of the contract.

(i) Within six months of the termination of rights hereunder, the Government shall take reas destroy copies of the technical data and computer software disclosed under the provisions of this cl

(j) General Interim Access Marking Instructions.

(1) The contractor may choose how to mark (or otherwise identify) technical data or comput not or will not be delivered, from the following options:

(i) With a conforming restrictive legend pursuant to clause CI 227-2(k)(1)-(4);
(ii) With the interim access license legend specified in this clause;
(iii) With a proprietary marking; or
(iv) With a proprietary marking and interim access license legend

(2) If technical data or computer software is marked with a conforming restrictive legend pur 227-2(k)(1)-(4), the Government may use that technical data or computer software in accordance specified in such legend.

(3) If the interim access license legend is used, the rights and restrictions that apply to the as set forth in the interim access license provided by this clause.

(4) If technical data or computer software is marked with only proprietary markings, the Gov bound by those proprietary markings for this contract, but must comply with the rights and restrictio access license provided by this clause.

(5) In the event a proprietary marking and interim access license legend is used, the Governn those proprietary markings for this contract, but must comply with the rights and restrictions of the provided by this clause.

(k) The foregoing marking options do not prohibit the Government and contractor from establishing alt negotiated licenses and marking protocols when appropriate.

(l) Buyer's customer Interim Access License Rights Markings. Technical data or computer software in w granted an interim access license provided by this clause shall be marked with the following legend:

Buyer's customer Interim Access License Rights Contract No._____
Contractor Name:_____
Contractor Address:_____

The Government may use, duplicate, and disclose this technical data or computer software within th connection with the performance of this contract for such purposes as administration, evaluation, pr technical collaboration with the contractor. The Government may disclose such technical data or co support contractors for these same purposes if and when such support contractors have executed a agreement with the contractor, or as otherwise expressly permitted by the contractor. Any reprodu or portions thereof marked with this legend must also reproduce the markings.

(m) The contractor shall include this interim access license clause in all subcontracts or similar contrac non-commercial items, and require its subcontractors or suppliers to do so without alteration, except

CI 227-19 PRE-AWARD AND POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS DATA PERTAINING TO A COMMERCIAL

PRODCT, COMMERCIAL SERVICE AND COMMERCIAL COMPUTER SOFTWARE
(NOV 2022).
In paragraphs (b), (c), (c)(2), and (c)(3), the term "Government" means "Government and/or Buyer" the term "Government" means "Buyer". In paragraphs (b)(1)(ii), (b)(1)(iii), (b)(2), (c)(2), and (d)(4), "Contracting Officer" means "Buyer". In paragraph (d)(3), the term "Government Contracting Officer"
(a) The terms used in this clause are defined by USG.
(b) Identification and Assertion of Restrictions. The offeror shall not deliver or otherwise prov any commercial technical data or commercial computer software with restrictive markings (or otherw restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) technical data or commercial computer software are identified in accordance with the following requi
(1) Pre-Award. The offeror (including its subcontractors or suppliers, or potential subcontract tier) shall identify all commercial technical data and commercial computer software that it proposes otherwise provided (including all option CLINs, if exercised) with less than Unlimited Rights, to the ex an offer is submitted to the Government:
(i) The offeror shall also identify and assert any restrictions for all commercial computer s source software, and commercial technical data (i.e., technical data pertaining to a commercial service) using the format provided in paragraph (e) below.
(ii) An offeror's failure to submit, adequately complete, or sign the notification and identificati paragraph (e) of this clause with its offer will constitute a minor informality. If assertions are require not correct such informality within the time prescribed by the Contracting Officer, the offer may be
(iii) If the offeror is awarded a contract, the assertions identified in this clause shall be listed that contract. Upon request by the Contracting Officer, the offeror shall provide sufficient informatic Contracting Officer to evaluate any listed assertion. Updates to the Commercial Assertions List shall amended attachment.
(2) Post-Award. In addition to the pre-award assertions made in the attachment pursuant to other assertions on technical data pertaining to a commercial product, commercial service, and comi software may be identified after award when based on new information or inadvertent omissions, un omissions would have materially affected the source selection decision. Such identifications and ass submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery computer software, following the same requirements and using the same table format for pre-award paragraph (e), and signed by an official authorized to contractually obligate the contractor.
(c) Copies of Commercial Licenses. The offeror shall provide copies of all commercial licenses data or commercial computer software which the offeror proposes to deliver, including third party lic be submitted as an attachment to its offer. The Government will review the licenses to ensure that consistent with federal procurement law and meet the Government's end user needs. All such comm made part of an attachment to the contract at award. If the offeror intends to deliver commercial t terms of clause CI 227-1, instead of its own commercial license, the offeror shall list clause CI 227-1 paragraph (e) below.
(1) Typical licensing terms that are inconsistent with federal procurement law can include jur (must be Federal law and venue), indemnification of vendor and automatic renewals (Anti-Deficiency precedence (the contract takes precedence over license), dispute resolution (must be in accordanc the contract), to include termination clauses that allow the vendor to unilaterally (and often automa

license if the Government is alleged to have breached it, and injunctive relief (no injunctive relief ag available, per 28 USC §1498(b)). This list is not all-inclusive, but is intended to convey the most cor that are problematic to the Government, and must be resolved prior to award. See clause CI 227-8, *Data and Computer Software Licensing - Order of Precedence*, for additional clarification.

(2) With respect to the Government program user needs for technical data and computer sof this contract, the Government will need to distribute the commercial computer software and technic Government for any purpose where the Government is a party, but only under conditions that prohib distribution by the third party recipient. To accomplish the distribution, the Government intends use agreements discussed in clauses CI 209-5, *Protection of Information*, and CI 209-8, *Support Contra Disclosure Agreement*. Additional non-disclosure agreements deemed necessary by the owner of the or computer software shall be submitted to the Contracting Officer for review prior to execution.

(3) If the offeror intends to use third party commercial technical data or commercial compute performance of the contract, and then deliver the commercial technical data or computer software t the conclusion of the contract, the offeror should list such commercial technical data or computer s paragraph (e). The offeror shall also ensure that the applicable license is transferable to the Govern criteria for software license review will be the same for third party vendors as for the offeror's comm software as described in paragraph (c)(1) and (c)(2) of this clause once the Government becomes t should accomplish the actions in the paragraph prior to award of the contract.

(d) Contractor Use of Open Source Software (OSS). The Government treats OSS as a catego computer software. If the contractor proposes to use OSS while performing under the contract, the the same rules as prescribed in this clause for commercial computer software, and address the requi (d)(1) and (d)(2) below. OSS is often licensed under terms that require a user to make user's modifi any software that the user combines with the OSS freely available in source code form pursuant to in the license.

(1) In cases where the Contractor proposes to use OSS while performing under a Governmen of whether the OSS is delivered, the Contractor shall not create, or purport to create, any Governm obligation with respect to Government computer software deliverables.

(2) Prior to using any OSS, the Contractor shall additionally evaluate each license and confirm following requirements is satisfied:

(i) The OSS license shall be compatible with all licenses for other commercial computer softwa linked to, adapted to, integrated, combined or merged with the particular OSS;

(ii) The OSS license shall not impose a future Government distribution obligation;

(iii) The OSS license shall not contain licensing terms that are inconsistent with federal procu (see paragraph (c)(1) of this clause); and

(iv) Contractor's cost to comply with this requirement presents no additional cost to the Gov

(3) If, as a result of the Contractor's evaluation, the Contractor satisfies all of the requireme (d)(2)(i) through (d)(2)(iv) above, then the Contractor shall provide a written certification of the ab Government Contracting Officer stating that the Contractor has evaluated the OSS use and the OSS each determination required in paragraphs (d)(2)(i) through (d)(2)(iv) above. The Contractor shall re the Government Contracting Officer to use the proposed OSS. This notification shall also include all

information regarding the identification and proposed use(s) of the OSS in the format required by pa
(4) If the Contractor is unable to satisfy all of the requirements in paragraphs (d)(2)(i) throug a particular commercial computer software license, then the Contractor may not use the OSS cover license without prior approval by the Contracting Officer. If the Contractor wants to use the OSS fo requirements of paragraphs (d)(2)(i) through (d)(2)(iv) are not satisfied, the Contractor shall reques otherwise prohibited subject OSS from the Contracting Officer by providing a written notification tha information regarding the identification and proposed use(s) of the OSS in the format required by pa
(e) Table Format for Identification and Assertion of Restrictions. Commercial technical data a computer software restrictions shall be identified as follows:

tification of Commercial Technical Data/Computer Software (Including Open Source Software) Use a (Commercial Assertions List)

Commercial Technical Data/Computer Software Title, Version #, and License*	Technical Use/ Implementing Approach **	If OSS, Was OSS Modified by Contractor? ***	Name of Contractor Delivering Commercial Software****

* For commercial technical data (other than computer software documentation) pertaining to processes developed at private expense, identify both the deliverable technical data and each such process. For computer software or computer software documentation, identify the computer softwa documentation. The complete title and version number of the computer software should be listed. If and version number. If a version number is not available, provide some other means of identification If commercial technical data is being delivered under the terms of clause CI 227-1, then clause CI 2 the OSS was downloaded from a website, the website address should also be provided but an actua shall still be provided as set forth in paragraph (d). Enter "None" if all commercial technical data or c software will be submitted without restrictions.
** The functionality of the commercial computer software should be described, as well as where it i larger computer software deliverable, if applicable.
*** If OSS is being used, the offeror should state whether it has modified the OSS or plans to do so
**** Corporation, individual, or other person as appropriate. Date:_____
Printed Name and Title: _____
_ Signature:_____
(End of identification and assertion)

CI 228-4 INSURANCE (SEP 1996).
The following kinds and minimum amounts of insurance are applicable in the performance of the work
(a) Workmen's Compensation and Employer's Liability Insurance. The contractor shall comply Federal and State workers' compensation and occupational disease statutes. If occupational disease compensable under those statutes, they shall be covered under the employer's liability section of th except when contract operations are so

commingled with contractor commercial operations that it would not be practical to require this cove coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that compensation to be written by private carriers.

(b) General Liability Insurance. Bodily injury liability insurance coverage written on the compre of policy of at least $500,000 per occurrence is required.

(c) Automobile Liability Insurance. Automobile liability insurance written on the comprehensive required. The policy shall provide for bodily injury and property damage liability covering the operatio used in connection with performing the contract. Policies covering automobiles operated in the Unite coverage of at least
$200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for p amount of liability coverage on other policies shall be commensurate with any legal requirement sufficient to meet normal and customary claims.

(d) Aircraft Public and Passenger Liability Insurance. When aircraft are used in connection wit contract, aircraft public and passenger liability insurance coverage shall be at least
$200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, ar occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200, number of seats or passengers, whichever is greater.

CI 231-1 SUPPLEMENTAL COST PRINCIPLES (SEP 2013).
The determination, negotiation, and allowability of costs under this contract shall be in accordan Federal Acquisition Regulation in effect on the date of this contract.

CI 231-2 ALLOWABILITY OF SPECIAL SECURITY COSTS (JAN 2004).
The costs of the special security requirements required by this contract are allowable as a direct ch contract. However, this determination of allowability shall not constitute a determination of the ade contractor's disclosure statement(s), and such costs are only allowable as a direct charge to this con continue to be set forth as direct charges to contracts in the contractor's approved disclosure stater

CI 231-3 CONTRACTOR TRAINING AND EDUCATION (SEP 2013).
The term "Contracting Officer" shall mean "Buyer".

(a) As used in this clause, "Buyer's customer-unique training" is any specialized classroom course, on- instruction, or computer-based training designed to develop employee skills directly applicable to the s customer systems or missions. Commercially available training and education are not considered Buyer

(b) Contractor employees are expected to have all training necessary to perform the functions specifi and will not be authorized to attend Buyer's customer-sponsored training or to directly charge the con unless the Contracting Officer determines that the training is Buyer's customer-unique and required to the contract.

(c) For contracts with cost-reimbursable contract line item numbers, the costs of contractor employe education are allowable as a direct charge against this contract only if approved in advance by the C However, this determination of allowability shall not constitute a determination of the adequacy or a contractor's disclosure statement, and such costs are only allowable as a direct charge to this contr continue to be set forth as direct charges to contracts in the contractor's approved disclosure state

CI 239-1 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (NOV 2018).
This clause applies if the contract involves Seller performance of information assurance functions. Ir
term "Contracting Officer's Technical Representative" shall mean "Government or Buyer."
(a) The contractor shall ensure that all employees performing information assurance (IA) fun
customer's networks obtain and maintain the appropriate industry standard IA certifications in accor
customer's requirements.
(b) The contractor shall determine the specific certification required by each employee perfo
functions, and obtain the approval of the Contracting Officer's Technical Representative. The contra
submit certification documentation for all employees performing IA functions.
(c) Contractor employees shall obtain required IA certification within 180 days after starting
Those employees who fail to obtain and maintain the proper certifications shall be denied access to
information systems for the purpose of performing IA functions.

CI 244-1 SUBCONTRACTS (EDUCATIONAL INSTITUTIONS) (MAR 2015).
(a) The contractor shall obtain written authorization from the Contracting Officer through the Buyer
extension, or renewal of a subcontract with an educational institution.
(b) The contractor shall obtain a letter from an official with authority to approve contracts on behalf of th
acknowledges the subcontractor's involvement with the Buyer's customer and approves the proposed
relationship. The contractor shall submit a copy of this letter to the Contracting Officer through the
description of the work to be subcontracted and a technical justification documenting the necessity i
project as a condition for obtaining the required written authorization. The sample letter at CI 4.7501(
fulfill this requirement.
(c) The requirements of this clause must be included in all subcontracts.

CI 244-2 SUBCONTRACT REPORTING, MONITORING, CONSENT, AND NOTIFICATION (MAY 2019)
Seller shall submit reports to Buyer in support of paragraph (c), annually no later than April 15 each
than 45 days after final close-out. Such reports shall include all lower tier subcontractors. In paragr
Officer means Buyer. In paragraph (h), "Contracting Officer" means "Contracting Officer or Buyer." Tl
apply to contracts with US-owned companies that provide only unclassified commercial products an
fixed price basis.
(a) Definition. As used in this clause:
Subcontract means any contract or contractual action entered into by the prime contractor or a su
purpose of obtaining supplies, materials, equipment, or services of any kind under this contract. It ir
limited to purchase orders, and changes and modifications to purchase orders. For purposes of cons
subcontract in FAR 52.244-2 applies.
Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies, materials, equ
any kind under this contract or a subcontract entered into in connection with this contract, regardl
(b) Flow-Down. The requirements of this clause must be included in all first-tier subcontract
to this contract, except for those subcontracts with US-owned companies to provide only un
products and/or services on a fixed-pricebasis.
(c) Reporting. The Seller shall electronically submit to the Buyer an annual report by 6 June e

year providing the data specified below for all first and second-tier subcontracts directly chargeable were awarded and/or modified within the previous twelve months. Individual fixed-price subcontracts owned companies to provideunclassified commercial products and/or services that will not be incorpora deliverable (e.g., office supplies, travel, postage) need not be reported. Reports will be electronically s Authorized Procurement Representative using an Excel spreadsheet. Each subcontract report must inclu information in the format specified in the Excel spreadsheet to be provided by Buyer:

§ Prime Contract Number or Task Order Number
§ Subcontractor Tier
§ Is the Subcontract Classified?
§ Relationship Between Prime Contractor and Subcontractor
§ Subcontractor Business Name, Street Address, City, State, Zip Code, and Country
§ Subcontractor Data Universal Numbering System (DUNS) Number
§ Subcontractor Contractor and Government Entity (CAGE) Code
§ Subcontractor Business Type
§ Is the Subcontractor a Woman-owned Business?
§ Is the Subcontractor a Veteran-owned Business?
§ Is the Subcontractor a Service-disabled Veteran- owned Business?
§ Is the Subcontractor a HUBZone Small Business?
§ Subcontractor Country of Ownership
§ DUNS Number of Company Awarding Subcontract
§ Subcontractor's Parent Company Business Name
§ Subcontract or Purchase Order Number
§ Subcontract Value (Cumulative toDate)
§ Subcontract Period of Performance - Start Date
§ Subcontract Period of Performance – End Date
§ Subcontract Place of Performance - City
§ Subcontract Place of Performance – State
§ Subcontract Place of Performance - Country
§ Brief Description of Subcontract Effort
§ Primary Subcontract Type
§ Method Used to Select Subcontractor (Competitive or Sole-Source)

(d) Monitoring. The parties agree that the Government shall have the right to:

(1) Review all documentation pertaining to source selections or other competitive activities, fact-finding, and negotiation sessions with or for subcontractors or potential subcontracto

(2) Observe any subcontractor test, verification, validation, shipment, or similar event;

(3) Attend any subcontractor design review, milestone review, program review, or simila Unless expressly agreed to by the prime contractor and the Contracting Officer, the Government require a subcontractor event to be rescheduled due to the Government's inability to attend; and

(4) Review and agree to the contractor's make-or-buy program when necessary to negotiation of reasonable contract prices or satisfactory performance.

(e) Consent.

(1) All consent to subcontract requirements in FAR Clause 52.244-2 apply to this c contractor shall obtain the Contracting Officer's written consent before awarding any subcontrac million, or that exceeds $3 million or five percent of prime contract value, whichever is less, to a Subcontract Consent Registry.

(2) Requests for consent to subcontract shall be submitted in writing to the Contracting Of minimum, the information specified in FAR 52.244-2(e).
(f) Notification. The prime contractor shall provide written notification to the Contracting Offi subcontract is expected to exceed the negotiated cost baseline by 15 percent.
(g) Privity. Government collection of subcontract information, surveillance of subcontractor p consent to subcontract do not relieve the contractor of any responsibility for the effective managem and for the overall success of this contract. Actions taken under the authority of this clause do not contract between the Government and subcontractors under this contract. The Government will not request action by any subcontractor except through the prime. However, all subcontractors must res for information from the Government, either directly or through the prime.
(h) Security. The Government reserves the right to direct through the Buyer the removal of under this contract on the basis of Government security concerns. The contractor shall be responsib diligence or negligence in the selection of a subcontractor, and will not be entitled to an equitable adj Contracting Officer determines that the Government's need to remove the contractor for security re the contractor or subcontractor.

CI 245-1 CONTRACT-ACCOUNTABLE GOVERNMENT PROPERTY: RESPONSIBILITIES, USE, REPORTI ADMINISTRATION (NOV 2022).
(a) General Requirements. The Seller shall maintain adequate property control procedures, r identification for all Government property accountable to this contract in accordance with FAR 52.24 FAR and Buyer's Customer Acquisition Manual guidance conflict, the Buyer's Customer Acquisition Ma precedence. The terms "Government property," "contract accountable property," "Government equip acquired property/material" are used interchangeably and equally within this clause. All items provide including equipment, material, and facilities are equally considered to be Government property.
(b) Definitions. As used in this clause:
(1) Agency-Peculiar Property (AP) means Government property, consisting of end items and components of military weapons systems, along with the related peculiar support equipment which is available as a commercial product.
(2) Equipment (EQ) means a tangible asset that is functionally complete for its inte nonexpendable, needed for the performance of a contract. Equipment is not intended for sale and its identity or become a part of another article when put into use (e.g., machine tools, furnitu equipment, including their accessory or auxiliary items). Equipment does not include information tec defined below.
(3) Government Furnished Material (GFM) means property provided to a contractor by the G may be incorporated into or attached to a deliverable end item or that may be consumed or expended contract. GFM includes assemblies, expendable components, parts, raw and processed materials, an supplies that may be consumed in normal use in performing a contract. GFM does not include equipm tooling, special test equipment, real property, or information technology that has been incorporated assembly or an item incorporated into an item of special test equipment.
(4) Government-Owned, Contractor-Acquired Material (CAM) means property acquired or otl the contractor to which the Government has title, and that may be incorporated into or attached to item or that may be consumed or expended in performing a contract. CAM includes assemblies, exper parts, raw and

processed materials, and small tools and supplies that may be consumed in normal use in performing not include equipment, special tooling, special test equipment, real property, or information technolog been incorporated into a higher assembly or an item incorporated into a higher assembly or an item i item of special test equipment.

(5) Information Technology (IT) means equipment or interconnected systems or subsystems used in the automated acquisition, storage, analysis, evaluation, manipulation, management, movem switching, interchange, transmission, or reception of data or information. IT includes computers, anc (including imaging peripherals, input, output, and storage devices necessary for security and surveill equipment designed to be controlled by the central processing unit of a computer, software, firmwa procedures, services (including support services), and related resources. IT does not include equipm imbedded information technology that is used as an integral part of the product, but the principal fun the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, displa interchange, transmission, or reception of data or information.

(6) Land (L) means land, land rights, and improvements to land.

(7) Real Property (RP) means buildings, improvements to buildings, utility distribution system structures, and fixed equipment required for the operation of a building which is permanently attache building and cannot be removed without cutting into the walls, ceilings, or floors. Examples of fixed e functioning of a building include plumbing, heating and lighting equipment, elevators, central air condit built-in safes and vaults. Foundations and work necessary for installing special tooling, special test eq equipment are not included. This category includes acquisitions and improvements of structures and buildings, such as power production facilities and distribution systems, reclamation and irrigation faci navigation aids, utility systems (heating, sewage, water and electrical) when they serve several bui communication systems, traffic aids, roads and bridges, and nonstructural improvements such as sid and fences. RP also includes Buyer's Customer- funded costs of improvements to leased buildings, st as well as easements and right-of-way, where Buyer's Customer is the lessee or the cost is charged contract. Sellers shall report leasehold improvements with a unit acquisition cost of $1,000,000 or more and a useful life of two years or more.

(8) Property management system means the Seller's system or systems for managing and co Government property.

(9) Significant deficiency means a system shortcoming that materially affects the reliability management information produced by the system.

(10) Special Test Equipment (STE) means a single or multipurpose integrated test unit engine fabricated, or modified to accomplish special purpose testing in performing a contract. STE consists of equipment including foundations and similar improvements necessary for installing special test equ or general purpose items or components that are interconnected and interdependent so as to becom entity for special testing purposes. STE does not include material, special tooling, real property, and for general testing purposes or property that with relatively minor expense can be made suitable for

(11) Special Tooling (ST) means jigs, dies, fixtures, molds, patterns, taps, gauges, and all co these items including foundations and similar improvements necessary for installing special tooling, a such a specialized nature that without substantial modification or alteration their use is limited to the production of particular supplies or parts thereof or to the performance of particular services. ST do

material, special test equipment, real property, equipment, machine tools, or similar capital assets.

(12) Summary Record means a single document or data record used to account for components a (small) tooling and/or equipment that do not require tagging (e.g., furniture and body armor) with a $1,000. Summary records cannot be used for items requiring calibration, property requiring tagging (classified or sensitive property.

(c) Property Analyst. The Buyer has delegated property administration authority to the Buye

(d) Seller Property Representatives. The Seller shall provide the name, address, and telepho company official responsible for establishing and maintaining control of Government property under tl Buyer Property Analyst within 30 days after receipt of this contract and upon assignment of a replac Subcontractors in possession of Government property accountable to this contract shall provide cor their property managers to the Seller.

(e) Government Property List. The Government Property List attached to the solicitation and th identifies all Government property offered to the Seller on a no-charge-for-use basis to perform this c of availability for each item. Post-award, the inventory of Government property accountable to this co in Seller's approved property management system based on Seller's quarterly property reports.

(f) Property Transfers. The Buyer can direct the transfer of contract-accountable property with Government approval. All transfers must be coordinated between the losing and gaining Contrac Property Analysts, and by the COTRs, Associate Property Management Officers, and other Program (appropriate. The Government will evaluate each transfer to ensure that the gaining contract includes Government property clauses (52.245-1, 52.245-9 and CI 245-1), assist in validating the gaining cor verify that the transfer will not adversely impact the losing contract. Transfers between contracts r using a DD Form 1149, a Buyer's letter, or a contract modification. This documentation shall serve as necessary to document transfers. When multiple items are transferred, a listing of items with all data below must be attached to the transfer document. Data elements to be included are as follows: For

1. Description
2. Manufacturer
3. Model
4. Part number
5. Serial number
6. Property Class Code
7. Acquisition date
8. Disposition or transfer date
9. Contract number received from
10. Property tag number
11. Subcontractor name
12. Subcontractor Number
13. Location Bldg./Rm
14. Location City/State
15. Original Acquisition cost
16. Program Code
17. Last physical inventory date
18. Property status
19. Quantity

For Material (CAM/GFM)

1. Nomenclature
2. Part number
3. Serial number
4. Quantity
5. Acquisition Date
6. Unit cost
7. Total cost
8. Building
9. Floor
10. Location
11. Last Touch Date (Inventory Date)

The Seller must obtain approval of both the gaining and losing Contracting Officers or designees befo occur, except for contractor-acquired material with a unit cost less than $10,000 transferred within an approved Material Management and Accounting System (MMAS). The Buyer when such MMAS transfers are executed.

(g) Government Property Accountable to Other Contracts.

(1) The Seller may use Government property in their possession and accountable to another the performance of this contract on a rent-free, non-interference use (RFNIU) basis if approved in w Contracting Officers for both contracts. The Seller may also be authorized to use Government proper accountable to a non-Buyer's Customer contract if approved in writing by the Contracting Officers fo Requests for RFNIU must contain a liability provision from the requesting contract, and stipulate that

(i) The property will be used on a strictly rent-free, non-interference basis;

(ii) Use will not impact the owning program;

(iii) The property will be returned upon request from the owning contract to meet its urgent

(iv) The form, fit, and function of the property will not be altered without written approval fr Contracting Officer; and

(v) The property will be controlled and accounted for at all times.

(2) RFNIU transactions must comply with the terms and conditions of both contracts as well a in the Buyer's approval letter. Material is not eligible for RFNIU.

(h) Title. Title to all Government-furnished property and all contractor acquired property wh reimbursed under the contract remains vested with the Government. Upon completion or termination Seller shall submit to the Buyer a list of all property acquired under the contract during the contract describe each item, including the manufacturer, model number, part number, serial number, date acq and condition, and shall be submitted to the Buyer within 30 calendar days after completion or termi

(i) Promotional Items. Stand-alone promotional items received from a vendor in conjunction purchase, whether as Government-furnished property or contractor-acquired property, must be acc Government property. If the Seller has a valid need to use the promotional items to fulfill contractua items shall be managed as contract- accountable property. If there is no valid need for the items und contractor shall disposition the items as directed by the Buyer.

(j) Audits and Analyses.

(1) The Government or Buyer will audit/analyze the Seller's processes, controls, policies, acc administration of Government property in accordance with FAR and Customer Acquisition Manual req the contractor to maintain an adequate property management system may result in revocation of th assumption of risk by

the Contracting Officer through the Buyer.

(2) Support Property Administration for subcontractors and alternate locations will be perfor FAR 45.502 and 45.503, and applicable Customer Acquisition Manual provisions. When Buyer is also p subcontractor on another Buyer's Customer contract, the Buyer's Customer Property Analysts will, w include any property accountable to that subcontract in their analysis of the Buyer. This support prop applies to the property analysis and represents no change to the Seller to subcontractor relationshi clearance, Loss, Damage, Destruction, or Theft (LDDT), and property reporting.

(k) Reporting.

(1) Quarterly Reports. The Seller shall submit quarterly reports of all property accountable to th possession of the contractor or subcontractors.

(i) Submit reports not later than the 7th day after each of the following reporting periods: F September -30 November
Second Quarter: 1 December - 28/29 February Third Quarter: 1 March -
31 May
Annual Report: 1 June - 31 August

(ii) Each report must be submitted electronically to the Buyer per section (f) of this clause.

(iii) Prime contractors shall include all contract-accountable property in the possession of the each property report. Subcontractors will not submit property reports directly to the Buyer for their s

(iv) Each tagged item of contract-accountable property must be assigned a Program Code to Customer program under which the item was originally acquired, or to designate the item as "non-pro property comprises contract-accountable property purchased to support the acquisition of a satellit control system, data-processing system, or space launch. It includes sensitive assets known as "spe funded by Buyer's Customer to conduct research and development activities. Such equipment is typ specific research and development project and has no future use beyond that project.

(v) The Seller shall retain documents which support the data in their property reports for th FAR Subpart 4.7 or for the life of the asset, whichever is longer. For each non-program tagged item with a value of $1,000,000 or more (capital asset) acquired during the reporting period, the Seller m an electronic copy of the invoice or other valuation documentation specified below.

(vi) The Seller shall retain acceptable supporting documentation for each contract-accounta asset. Acceptable supporting documentation includes the original invoice or purchase order with the receiving report. For fabricated items, a document certified by the Seller showing the total labor cos labor hours multiplied by the applicable labor rates) and the itemized cost of materials is acceptable. required to support the cost of bench stock inventory items such as nuts and bolts.

(vii) If no supporting documentation is available for a non-program capital asset, the valuation estimated in accordance with instructions provided by Buyer. This estimate will be certified by the S manager and include the following information:

§ Seller subcontract number;
§ Property identification number;
§ Description of property;
§ Acquisition date or date placed in service or receive date;
§ Acquisition value; and
§ Detailed basis of estimate.

(viii) For each non-program item with a value of $1,000,000 or more acquired or manufactured

during the reporting period, the Seller must transmit to Buyer an electronic copy of the invoice or other
with the next quarterly property report.

(ix) Changes to these reporting requirements, including changes in frequency, style, substan
may be made at any time during the performance of this contract at no change in contract value. Whe
Accounting Standards and OMB reporting requirements occur, Seller may also be required to submit
information with this report. Failure to provide required reporting may result in termination of this cont
payment by the Buyer until required reporting is received, or other action as deemed appropriate by

(2) Subcontractor Property Reports.

(i) The Seller shall maintain the following information for each item of property accountable
is in the possession of subcontractors:

§ Subcontractor company name;
§ Prime contract number;
§ Subcontract number;
§ Complete listing of all tagged property;
§ Location of contract-accountable property, to include building, room, city, and state; and
§ Total quantity and dollar value for all CAM and GFM.

(ii) Seller shall include the information specified in subparagraph (i) in each quarterly property
Buyer.

(3) Inventory Reports. The Seller shall periodically conduct a physical inventory of contract-
in accordance with leading Industry practices, standards and procedures. The Buyer will approve the fi
to be used by the Seller for the physical inventory process. Under a manual inventory system, the p
shall be tagged or marked in a manner that indicates that the item has been inventoried. The tags use
coded or identify the current year, and should be designed to last through the inventory cycle. The Sel
results of each physical inventory (to include all inventories performed by the Seller and each subco
not later than 60 days after inventory completion. The Seller shall also post the inventory results to

(4) Final (Zero) Property Report. After completion of the contract period of performance and
disposition of all contract-accountable property under this contract, the Seller shall submit to the Bu
property report. Each subcontractor that had possession of Government property accountable to th
a final zero property report to the Seller. The Seller shall submit the report to the Buyer certifying th
contract- accountable property and providing along with documentation supporting the transfer or c
inventory (e.g., SF1428, DD 1149).

(l) Reutilization and Disposal.

(1) Reutilization. Government property that has had no activity should be reviewed annually
personnel to determine whether reutilization is possible. The Buyer should work in concert with the Se
Program Offices have sufficient time to determine use inside or outside the organization. Government
stored, retained, or held by the Seller without proper authority from the Buyer or as specified by con

(2) Disposal. Once inactive Government property has been determined to be excess to cont
Seller shall screen it against all in-house Government contracts and then shall electronically submit t
format containing items useable on other Government contracts and items to be excessed.. In addit
in FAR 52.245-1, the Seller shall be held to a 120-day standard for plant clearance cases (PCC) unle
dictate otherwise. The Seller shall not close any PCC or retire any property record until the Buyer pr
all PCC actions have be completed and closed.

(m) Special Test Equipment (STE) Notice of Intent (NOI). The Seller must obtain Buyer approv
fabricating special test equipment at Government expense unless the

equipment is itemized in this contract and/or specified in the Seller's proposal as STE. The NOI shall description, quantity, and dollar value of all components that make up the item of STE. The NOI sha complete justification validating why the item is being requested and classified as STE.

(n) Property Classification and Records.

(1) Property Classification. The Seller shall include the appropriate Property Classification Coc (b) of this clause when establishing property records and preparing property reports for Buyer property.

(2) Records. The official Government property records shall be maintained by the Seller. All r the basic information as required in FAR 52.245-1 (f) (iii). In addition, all property records must include information:

(i) Tagged Assets

* Classification of the property (same as type of property)
* Serial Number (if applicable)
* Model Number (if applicable)
* Parent/Child Relationship (applies to STE and higher assemblies with components)(if applica
* Location of the property (include building, room, city, and state)
* Last physical inventory date

(ii) Material Items

* Part Number
* Actual, Average, Moving, or Estimated Cost (as applicable and approved by Buyer)
*Acquisition/in-service date
* Summary of quantity, line items, and dollar value

(3) System Records. When items of property are part of a system, such as components of STI each individual item/component shall have its own individual record showing the actual or estimated child relationship clearly established. For example, the cost of STE components can be captured eith of the STE or as individually- priced components. The components of a parent-child relationship tha costed individually must also be disposed of individually. However, if the costs are tracked as a total component will be disposed of separately by decrementing the total unit cost of the STE. The Seller tracks the cost of STE and higher assembly components.

(4) Records of Pricing Information. The unit price of Government-Furnished Property (GFP) w documentation covering shipment of the property to the Seller. In the event the unit price is not prov the Seller will take action to obtain the information. If the information is unavailable, the Seller may

(5) Seller shall decrement their contract property records as appropriate to reflect the follow

(i) Lost, Damaged, Destroyed, and Theft. Deletion amounts that result from relief from respo FAR 45.503 granted during the reporting period.

(ii) Transferred in Place. Deletion amounts that result from transfer of property to a follow-o same Seller.

(iii) Transferred to Another Government Agency. Deletion amounts that result from transfer o Government agency.

(iv) Purchased at Cost/Returned for Credit. Deletion amounts that result from Seller purchase o acquired property, or from contractor returns to suppliers.

(v) Disposed of Through Plant Clearance Process. Deletions other than transfers within the F (e.g., donations to eligible recipients, sold at less than cost, or abandoned/ directed destruction).

(vi) Other. Types of deletion other than those reported in (i) through (v) of this section.

(o) Flowdown. The Seller shall include this clause in all subcontracts that will have any Gove or contractor-acquired property accountable to the subcontract. When security issues preclude verb clause, the contractor shall use a revised version which includes all the requirements of the original cl

CI 246-2 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM

This clause applies to contracts for electronic parts or assemblies containing electronic parts or for performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In "Contracting Officer" means "Buyer."

The following paragraphs (a) through (e) of this clause do not apply unless the contractor is subject Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9

(a) Definitions. As used in this clause–

Authorized aftermarket manufacturer means an organization that fabricates a part under a contract express written authority of, the original component manufacturer based on the original component formulas, and/or specifications.

Authorized supplier means a supplier, distributor, or an aftermarket manufacturer with a contractual the express written authority of, the original manufacturer or current design activity to buy, stock, re distribute the part.

Contract manufacturer means a company that produces goods under contract for another company brand name of that company.

Contractor-approved supplier means a supplier that does not have a contractual agreement with the manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontra

Counterfeit electronic part means an unlawful or unauthorized reproduction, substitution, or alteratic knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified elec original manufacturer, or a source with the express written authority of the original manufacturer or including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes use represented as new, or the false identification of grade, serial number, lot number, date code, or per characteristics.

Electronic part means an integrated circuit, a discrete electronic component (including, but not limit capacitor, resistor, or diode), or a circuit assembly.

Obsolete electronic part means an electronic part that is no longer available from the original manufa authorized aftermarket manufacturer.

Original component manufacturer means an organization that designs and/or engineers a part and is intellectual property rights to that part.

Original equipment manufacturer means a company that manufactures products that it has designed components and sells those products under the company's brand name. Original manufacturer means manufacturer, the original equipment manufacturer, or the contract manufacturer.

Suspect counterfeit electronic part means an electronic part for which credible evidence (including, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) Acceptable counterfeit electronic part detection and avoidance system. The contractor maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maint counterfeit electronic part detection and avoidance system, as defined in this clause, may result in di contractor's purchasing system and affect the allowability of costs of counterfeit electronic parts or s electronic parts and the

cost of rework or corrective action that may be required to remedy the use or inclusion of such part
(c) System criteria. A counterfeit electronic part detection and avoidance system shall include and procedures that address, at a minimum, the following areas:
(1) The training of personnel.
(2) The inspection and testing of electronic parts, including criteria for acceptance and reje inspections shall be performed in accordance with accepted Government-and Industry-recognized te tests and inspections shall be based on minimizing risk to the Government. Determination of risk shal assessed probability of receiving a counterfeit electronic part; the probability that the inspection or te a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic p (e.g., human safety, mission success) where such consequences are made known to the contractor
(3) Processes to abolish counterfeit parts proliferation within the contractor's supply chain.
(4) Risk-based processes that enable tracking of electronic parts from the original manufacture acceptance by the Government, whether the electronic parts are supplied as discrete electronic par assemblies, in accordance with paragraph (c) of the clause at CI 246-3, Sources of Electronic Parts (c)(2) of this clause).
(5) Use of suppliers in accordance with the clause at CI 246-3.
(6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electr required to the Contracting Officer and to the Government-Industry Data Exchange Program (GIDEP the contractor becomes aware of, or has reason to suspect that, any electronic part or end item, c assembly containing electronic parts purchased by the Government, or purchased by a contractor fo behalf of, the Government, contains counterfeit electronic parts or suspect counterfeit electronic pa electronic parts and suspect counterfeit electronic parts shall be quarantined and protected as evid documentation, and shall not be returned to the seller or otherwise returned to the supply chain until parts are determined to be authentic.
(7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect is, in fact, counterfeit.
(8) Design, operation, and maintenance of systems to detect and avoid counterfeit electron suspect counterfeit electronic parts. The contractor may elect to use current Government-or Indus standards to meet this requirement.
(9) Flow down of counterfeit detection and avoidance requirements, including applicable sys herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling el assemblies containing electronic parts, or for performing authentication testing.
(10) Process for keeping continually informed of current counterfeiting information and trends, and avoidance techniques contained in appropriate industry standards, and using such information continuously upgrading internal processes.
(11) Process for screening GIDEP reports and other credible sources of counterfeiting informa purchase or use of counterfeit electronic parts.
(12) Control of obsolete electronic parts in order to maximize the availability and use of authe designed, and qualified electronic parts throughout the product's life cycle.
(d) The contractor shall submit a comprehensive description of their counterfeit electronic p avoidance system to the Contracting Officer for review and acceptance within 60 days after contra submission shall include the criteria to be used by the contractor and subcontractors to select contra suppliers. In addition, Government review and evaluation of the contractor's policies and procedures as part of the evaluation of the contractor's purchasing system.

(e) The contractor shall include the substance of this clause, excluding the introductory tex paragraphs (a) through (e), in subcontracts, including subcontracts for commercial products or comr electronic parts or assemblies containing electronic parts.

CI 246-3 SOURCES OF ELECTRONIC PARTS (NOV 2022).

This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "sub Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Procurement Representative." Seller's notification shall include, at a minimum, identification of the el procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale procuring such parts (including risk mitigation), and identification of the product using such parts (by

(a) Definitions. As used in this clause–

Authorized aftermarket manufacturer means an organization that fabricates a part under a contract express written authority of, the original component manufacturer based on the original component formulas, and/or specifications.

Authorized supplier means a supplier, distributor, or an aftermarket manufacturer with a contractual the express written authority of, the original manufacturer or current design activity to buy, stock, re distribute the part.

Contract manufacturer means a company that produces goods under contract for another company brand name of that company.

Contractor-approved supplier means a supplier that does not have a contractual agreement with the manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontra

Electronic part means an integrated circuit, a discrete electronic component (including, but not limit capacitor, resistor, or diode), or a circuit assembly.

Original component manufacturer means an organization that designs and/or engineers a part and is intellectual property rights to that part.

Original equipment manufacturer means a company that manufactures products that it has designed components and sells those products under the company's brand name. Original manufacturer means manufacturer, the original equipment manufacturer, or the contract manufacturer.

(b) Selecting suppliers. The Contractor shall–

(1) First obtain electronic parts that are in production by the original manufacturer or an authorized a manufacturer or currently available in stock from—

(i) The original manufacturers of the parts;

(ii) Their authorized suppliers; or

(iii) Suppliers that obtain such parts exclusively from the original manufacturers of the parts suppliers;

(2) If electronic parts are not available as provided in paragraph (b)(1) of this clause, obtain electro production by the original manufacturer or an authorized aftermarket manufacturer, and that are not stock from a source listed in paragraph (b)(1) of this clause, from suppliers identified by the Contrac approved suppliers, provided that–

(i) For identifying and approving such contractor-approved suppliers, the Contractor uses e prevention industry standards and processes (including inspection, testing, and authentication), suc standards at https://assist.dla.mil;

(ii) The Contractor assumes responsibility for the authenticity of parts provided by such con suppliers, and for the compliance of such parts with the standards specified in

this contract; and
(iii) The Contractor's selection of such contractor-approved suppliers is subject to review, au
the Contracting Officer, generally in conjunction with a contractor purchasing system review or othe
purchasing practices by the contract administration office, or if the Government obtains credible evi
contractor-approved supplier has provided counterfeit parts. The Contractor may proceed with the
electronic parts from a contractor-approved supplier unless otherwise notified by the Contracting Of
(3)(i) Take the actions in paragraph (b)(3)(ii) of this clause if the Contractor–
(A) Obtains an electronic part from–
(1) A source other than any of the sources identified in paragraph (b)(1) or (b)(2) of this cla
availability from such sources; or
(2) A subcontractor (other than the original manufacturer) that refuses to accept flowdown c
(B) Cannot confirm that an electronic part is new or previously unused and that it has not beer
supplier new production or stock with used, refurbished, reclaimed, or returned parts.
(ii) If the contractor obtains an electronic part or cannot confirm an electronic part pursuant t
(b)(3)(i) of this clause–
(A) Promptly notify the Contracting Officer in writing. If such notification is required for an el
used in a designated lot of assemblies to be acquired under a single contract, the Contractor may su
for the lot, providing identification of the assemblies containing the parts (e.g., serial numbers);
(B) Be responsible for inspection, testing, and authentication, in accordance with existing ap
industry standards; and
(C) Make documentation of inspection, testing, and authentication of such electronic parts a
Government upon request.
(c) Traceability. If the Contractor is not the original manufacturer of, or authorized supplier
the Contractor shall–
(1) Have risk-based processes (taking into consideration the consequences of failure of an electroni
tracking of electronic parts from the original manufacturer to product acceptance by the Governmer
electronic part is supplied as a discrete electronic part or is contained in an assembly;
(2) If the Contractor cannot establish this traceability from the original manufacturer for a specific e
responsible for inspection, testing, and authentication, in accordance with existing applicable industr
(3)(i) Maintain documentation of traceability (paragraph (c)(1) of this clause) or the insp
authentication required when traceability cannot be established (paragraph (c)(2) of this clause) in
Subpart 4.7; and
(ii) Make such documentation available to the Government upon request.
(d) Government sources. Contractors and subcontractors are still required to comply with th
paragraphs (b) and (c) of this clause, as applicable, if–
(1) Authorized to purchase electronic parts from the Federal Supply Schedule;
(2) Purchasing electronic parts from suppliers accredited by the Defense Microelectronics Activity; or
(3) Requisitioning electronic parts from Government inventory/stock under the authority of FAR Claus
Government Supply Sources.
(i) The cost of any required inspection, testing, and authentication of such parts may be ch
cost.
(ii) The Government is responsible for the authenticity of the requisitioned parts. If any such
found to be counterfeit or suspect counterfeit, the Government will–

(A) Promptly replace such part at no charge; and
(B) Consider an adjustment in the contract schedule to the extent that replacement of the c
suspect counterfeit electronic parts caused a delay in performance.
(e) Subcontracts. The Contractor shall include the substance of this clause, including this p
subcontracts, including subcontracts for commercial parts or commercial services that are for electr
assemblies containing electronic parts, unless the subcontractor is the original manufacturer.