

CUSTOMER CONTRACT REQUIREMENTS
ONR Inlet Dynamic Distortion Experiments (57460)
CUSTOMER CONTRACT N00014-26-C-1503

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. If this Contract is for the procurement of commercial products and/or commercial services under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Section 1 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

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

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

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

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

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

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

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

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards Deviation (FEB 2026). (DEV 2026-O0038) Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government System for Award Management (**SAM**) in accordance with 52.204-7. The required information of

52.204-10 will be made public."

52.204-13 System for Award Management - Maintenance Deviation (FEB 2026). (DEV 2026-00038)

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

52.215-2 Audit and Records-Negotiation Deviation (FEB 2026). (DEV 2026-00038) Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

52.215-23 Limitations on Pass-Through Charges. Deviation (FEB 2026). (DEV 2026-00038) This clause applies if the contract is a cost-reimbursement contract that exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of contract award. If the contract is with DoD, then this clause applies to all cost-reimbursement contracts and fixed-price contracts, except those identified in 15.110(v)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-3(a) on the date of contract award. In paragraph (c), "Contracting Officer" shall mean Buyer.

52.215-23 Limitations on Pass-Through Charges. Alternate I (OCT 2009).
FAR 52.215-23 Alternate I applies (FEB 2026).

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

52.219-8 Utilization of Small Business Concerns Deviation (FEB 2026). (DEV 2026-00038)

52.219-28 Postaward Small Business Program Rerepresentation Deviation (FEB 2026). (DEV 2026-00038) In paragraphs (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) and insert the following in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraphs (b) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's SPVR system."

52.219-28 Post-Award Small Business Program Representation Alternate I (MAR 2020).
FAR 52.219-28 Alternate I (FEB 2026) version applies.

52.222-35 Equal Opportunity for Veterans Deviation (FEB 2026). (DEV 2026-00038)

52.222-36 Equal Opportunity for Workers with Disabilities Deviation (FEB 2026). (DEV 2026-00038)

52.222-37 Employment Reports on Veterans Deviation (FEB 2026). (DEV 2026-00038)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act Deviation (FEB 2026). (DEV 2026-00038)

52.222-50 Combating Trafficking in Persons Deviation (FEB 2026). (DEV 2026-00038) The term "Contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller must inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f),

except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-54 Employment Eligibility Verification Deviation (FEB 2026). (DEV 2026-00038)

52.223-23 Sustainable Products Deviation (FEB 2026). (DEV 2026-00038)

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

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

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

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

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

52.230-2 Cost Accounting Standards Deviation (FEB 2026). Paragraph (b) is excluded. Seller shall comply with all CAS in effect on Seller's award date or if Seller has submitted certified cost or pricing data, on the date of final agreement on price as shown on Seller's signed Certificate of Current Cost or Pricing Data. If Seller is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.205 of the FAR applies.

52.230-6 Administration of Cost Accounting Standards Deviation (FEB 2026). (DEV 2026-00038)
Add "Buyer and the" before "CFAO" in paragraph (m).

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

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

52.240-91 Security Prohibitions and Exclusions Deviation (FEB 2026). (DEV 2026-00038)
Paragraphs (d)(1) and (i)(1) are deleted and reserved. The term "contractor" means "Seller" in paragraphs (d)(4), (e)(1), (f), (h)(1)(vi), (h)(3) and (h)(4). In the first sentence of paragraph (b), (i)(2), and (i)(3), the term "Government" means "Government or Buyer." In paragraph (e)(3) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCA orders in the contract that are not in SAM apply to the contract and all subcontracts. In paragraph (g), the term "Contracting Officer" means "Contracting Officer or Buyer." Seller shall report the information in subparagraph (h)(1) to Buyer. All reporting in subparagraph (h)(2) shall be through Buyer. If a waiver or exception has been granted by the Government or Contracting Officer to any requirements herein, notice shall be provided to Seller through Buyer. Paragraph (i)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

52.240-93 Basic Safeguarding of Covered Information Systems Deviation (FEB 2026). (DEV 2026-00038)

52.244-6 Subcontracts for Commercial Products and Commercial Services Deviation (FEB 2026). (DEV 2026-O0038)

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

52.253-1 Computer Generated Forms Deviation (FEB 2026). (DEV 2026-O0038)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (DEV 2026-O0038) (FEB 2026).

Seller agrees it is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, proposed for debarment or voluntarily excluded by the Federal Government.

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

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (JAN 2023). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and is not for the purchase of commercial products, commercial services or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022).

252.204-7000 Disclosure of Information (OCT 2016). Seller shall submit requests for authorization to release information through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

252.204-7004 Antiterrorism Awareness Training for Contractors (JAN 2023). This clause applies when Seller performance requires routine physical access to a Federally-controlled facility or military institution.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting Deviation (MAY 2024).

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

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 (DEVIATION 2024-O0013) as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, to the US Government Contracting Office and that Seller's request for

such variance was approved by an authorized representative of the DoD CIO.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (MAY 2024). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives. Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023). In paragraph (d), all required reporting shall be to Buyer.

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (NOV 2025). This clause applies if Seller is required to process, store, or transmit Federal Contract Information (FCI) or Controlled Unclassified Information (CUI) during performance of the Contract, excluding contracts exclusively for commercially available off-the-shelf (COTS) items. The Cybersecurity Maturity Model Certification (CMMC) level identified in paragraph (d)(1)(i) is CMMC Level 2 (Self). Paragraphs (d)(5) and (e)(1) are deleted.

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

252.225-7012 Preference for Certain Domestic Commodities (APR 2022).

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

252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023).

252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JUN 2023). Seller represents and warrants that it does not provide any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR.

252.225-7967 Prohibition REGARDING RUSSIAN FOSSIL FUEL OPERATIONS Deviation (FEB 2024).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023). This clause applies only if this contract exceeds \$500,000.

252.227-7013 Rights In Technical Data -- Other Than Commercial Products and Commercial Services (AUG 2025). This clause applies when technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7016 Rights in Bid or Proposal Information (JAN 2025).

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (JAN 2025). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer."

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000). This clause applies if delivery

of technical data is required under this contract. The terms "Contracting Officer" and "Government" mean Buyer.

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

252.227-7989 Rights in Technical Data, Computer Software, and Computer Software Documentation—Other Than Commercial Products and Commercial Services. Deviation (FEB 2026). (DEV 2026-00036)

252.235-7010 Acknowledgement of Support and Disclaimer (MAY 1995). In paragraph (a), the name of the contracting agency is _Office of Naval Research (ONR)_ and the Contract Number is _N00014-26-C-1503_. In paragraph (b), the name of the contracting agency is _Office of Naval Research (ONR)_.

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

252.240-7997 NIST SP 800-171 DoD Assessment Requirements (FEB 2026). This clause applies unless the contract is for COTS items. Seller represents and warrants that it is in compliance with the requirement of DFARS Clause 252.240-7997.

252.247-7023 Transportation of Supplies by Sea-Basic (OCT 2024). This clause applies if this contract is for supplies that are of a type described in paragraph (c)(2) of this clause. In paragraph (e), "45 days" is changed to "60 days." In paragraph (h) "Government" means Buyer. If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(j) apply. If this contract is at or below the simplified acquisition threshold, paragraphs (a)-(f) and (j) apply.

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

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

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.219-8 Utilization of Small Business Concerns (FEB 2026). (DEV 2026-00038)

52.222-35 Equal Opportunity for Veterans. (FEB 2026). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

52.222-36 Equal Opportunity for Workers with Disabilities (FEB 2026). (DEV 2026-00038)

52.222-37 Employment Reports on Veterans (FEB 2026). This clause applies if the contract is valued at or above the threshold specified in FAR 22.1302-1(b) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (FEB 2026). (DEV 2026-00038)

52.222-50 Combating Trafficking in Persons (FEB 2026). (DEV 2026-00038) The term "Contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller must inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph

(e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-54 Employment Eligibility Verification (FEB 2026). (DEV 2026-00038)

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

52.240-91 Security Prohibitions and Exclusions (FEB 2026). (DEV 2026-00038) Paragraphs (d)(1) and (i)(1) are deleted and reserved. The term "contractor" means "Seller" in paragraphs (d)(4), (e)(1), (f), (h)(1)(vi), (h)(3) and (h)(4). In the first sentence of paragraph (b), (i)(2), and (i)(3), the term "Government" means "Government or Buyer." In paragraph (e)(3) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCA orders in the contract that are not in SAM apply to the contract and all subcontracts. In paragraph (g), the term "Contracting Officer" means "Contracting Officer or Buyer." Seller shall report the information in subparagraph (h)(1) to Buyer. All reporting in subparagraph (h)(2) shall be through Buyer. If a waiver or exception has been granted by the Government or Contracting Officer to any requirements herein, notice shall be provided to Seller through Buyer. Paragraph (i)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

52.244-6 Subcontracts for Commercial Products and Commercial Services (FEB 2026). (DEV 2026-00038)

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

N00014-26-C-1503 Special Provisions .

In all of the following clauses, "Contractor" and "Offeror" mean Seller.

Contract refers to the contract between Buyer and Seller.

0029 Acknowledgement of Support and Disclaimer (Apr 2024)

(a) As used in DFARS 252.235-7010, 'Acknowledgement of Support and Disclaimer,' ""material"" also includes but is not limited to, news releases, letters to the editor, articles, abstracts, manuscripts, brochures, advertisements, photos, films, videos, slides, charts, graphs, drawings, speeches, trade association meetings, symposia, etc.

(b) Nothing in the foregoing shall affect compliance with the requirements of the clauses of this contract entitled ""Disclosure of Information"" (252.204-7000) and ""Security Requirements"" (FAR 52.204-2 and Alternate I) if such clause is a part of the contract (c) The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

0156 Research Does Not Involve Human Subjects, Animals, or Recombinant or Synthetic Nucleic Acid Molecules (Apr 2024)

The work to be performed under this contract, including any related subcontracts, does not include research involving human subjects, animals, or recombinant or synthetic nucleic acid molecules. If the Contractor or any of its subcontractors intends to perform work under this contract involving human subjects, animals, or recombinant or synthetic nucleic acid molecules, such work may not commence unless and until all required approvals have been obtained (e.g. HRPO review for human subject research) and the Contracting Officer has issued a written modification to the contract adding the new work to the statement of work and incorporating as applicable DFARS 252.235-7004, DFARS 252.235-7002, and National Institutes of Health guidelines. The Government will not reimburse or otherwise pay for work performed in violation of this requirement.

0215 Intelligence Oversight (Apr 2024)

1. In compliance with DoDD 5148.13 paragraph 4.1.e and SECNAVINST 3820.3F, all contractor personnel conducting Intelligence or Intelligence-related activities or supporting those efforts under Department of Defense authorities shall report any Questionable Intelligence Activity (QIA) or Significant or Highly Sensitive Matter (S/HSM) to the Office of Naval Research Contracting Officer Representative/Program Officer and the Senior Intelligence Officer.

Intelligence-Related Activities: Activities that are not conducted under the authority of Executive Order 12333 that involves the collection, retention, or analysis of information, and the activities' primary purpose is to:

- Train intelligence personnel.
- Conduct research, development, or testing and evaluation for the purpose of developing intelligence-specific capabilities. Activities that use intelligence funding (e.g., Military Intelligence Program or National Intelligence Program) are presumed to be intelligence or intelligence-related activities.

Specifically excluded from this definition are operational security activities, such as own force monitoring, force protection, maintenance of technologies or systems, cyberspace surveillance and reconnaissance operations. This is not an exhaustive list. See DODM 5204.01 Section 3.1.a (3) for additional information.

Questionable Intelligence Activity (QIA): Any Intelligence or Intelligence-related activity when there is reason to believe such activity may be unlawful or contrary to an Executive Order, Presidential Directive, Intelligence Community Directive, or applicable DoD policy governing that activity.

Significant or Highly Sensitive Matter (S/HSM): An Intelligence or Intelligence-related activity (regardless of whether the Intelligence or Intelligence-related activity is unlawful or contrary to an Executive Order, Presidential Directive, Intelligence Community Directive, or DoD policy), or serious criminal activity by Intelligence personnel, that could impugn the reputation or integrity of the Intelligence Community, or otherwise call into question the propriety of Intelligence activities. Such matters might involve actual or potential:

- Congressional inquiries or investigations.
- Adverse media coverage.
- Impact on foreign relations or foreign partners.
- Systemic compromise, loss, or unauthorized disclosure of protected information.

2. An activity or conduct that qualifies as either a Questionable Intelligence Activity (QIA) or a Significant or Highly Sensitive Matter (S/HSM) is reportable without waiting for substantiation, completion of an investigation, formal adjudication, or final resolution of the issue.

3. No adverse action will be taken against DoD contractor personnel because they intend to report to the appropriate authorities what they reasonably believe is a QIA or S/HSM.

4. The above requirements do not preclude, supersede, or limit the existing authorities and policies governing reporting of criminal or counterintelligence matters to the Defense Criminal Investigative Organizations (DCIO) and Military Department Counterintelligence Organizations (MDCO). NCIS is the DON DCIO and MDCO. 5. The contractor shall include paragraphs 1-4, including this paragraph (5), in all subcontracts, or similar contractual instruments.

52.213-4 Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation 2026-00038) (Feb 2026)