

PARS 12025.1 Flowdowns_09-29-2023

U.S. GOVERNMENT CLAUSES

Prime Contract Number: Sensitive –DPAS Rating DX-A1

Date of Creation: 09-29-2023

The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer's Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier's Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFARS clause or special contract provision based on customer contract directives.

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier 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.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020

52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records—Negotiation	JUN 2020
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	NOV 2021
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications--Alternate III	OCT 1997
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-10	Incentive Fee	JUN 2011
52.216-17	Incentive Price Revision—Successive Targets--Alternate I	APR 1984
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.219-9	Small Business Subcontracting Plan--Alternate II	NOV 2016
52.219-16	Liquidated Damages - Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Representation	OCT 2022
52.222-3	Convict Labor	JUNE 2003
52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation	MAY 2018
52.222-19	Child Labor—Cooperation with Authorities and Remedies (DEVIATION 2020-O0019)	DEC 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	JUN 2020
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020

52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-5	Pollution Prevention & Right-To-Know Information	MAY 2011
52.223-5	Pollution Prevention & Right-To-Know Information--Alternate I	MAY 2011
52.223-5	Pollution Prevention & Right-To-Know Information--Alternate II	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	JAN 1997
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2011
52.223-20	Aerosols	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2016
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.227-1	Authorization and Consent	FEB 2021
52.227-1	Authorization and Consent--Alternate I	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	APR 1984
52.227-10	Filing of Patent Applications—Classified Subject Matter	JUN 2020
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.228-7	Insurance—Liability to Third Persons	DEC 2007
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation.	JUN 2020
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUNE 2010
52.232-1	Payments	APR 1984
52.232-2	Payments under Fixed-Price Research and Development Contracts	APR 1984
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments (DEVIATION 2020-O0010)	MAR 2020
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-38	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.233-3	Protest after Award--Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	SEP 2016
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15	Stop-Work Order--Alternate I	APR 1984
52.242-17	Government Delay of Work	APR 1984
52.243-1	Changes—Fixed Price	AUG 1987
52.243-1	Changes—Fixed Price--Alternate II	APR 1984
52.243-1	Changes—Fixed Price--Alternate V	APR 1984
52.243-2	Changes—Cost Reimbursement	AUG 1987
52.243-2	Changes—Cost Reimbursement--Alternate II	APR 1984
52.243-2	Changes—Cost Reimbursement--Alternate V	APR 1984

52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-2	Subcontracts--Alternate I	JUN 2020
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2022
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-2	Inspection of Supplies—Fixed Price	AUG 1996
52.246-2	Inspection of Supplies—Fixed-Price--Alternate I	JUL 1985
52.246-3	Inspection of Supplies—Cost-Reimbursement	MAY 2001
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984
52.246-8	Inspection of Research and Development—Cost Reimbursement	MAY 2001
52.246-16	Responsibility for Supplies	APR 1984
52.246-23	Limitation of Liability	FEB 1997
52.246-24	Limitation of Liability—High-Value Items	FEB 1997
52.246-24	Limitation of Liability—High-Value Items--Alternate I	APR 1984
52.246-25	Limitation of Liability—Services	FEB 1997
52.246-26	Reporting Nonconforming Items	NOV 2021
52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.247-34	F.o.b. Destination	NOV 1991
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	JUN 2003
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-9	Default (Fixed-Price Research and Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.525.2	Clauses Incorporated by Reference	FEB 1998
52.252-6	Authorized Deviations in Clauses	NOV 2020
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7000	Disclosure of Information	OCT 2016
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	DoD Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	JAN 2009
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7022	Expediting Contract Closeout	MAY 2021

252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material	DEC 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.209-7007	Prohibited Financial Interests for Lead System Integrators	DEC 2022
252.209-7010	Critical Safety Items	AUG 2011
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7016	Plant Protection	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)--Basic	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994
252.223-7003	Change in Place of Performance--Ammunition and Explosives	DEC 1991
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Basic	SEP 2014
252.225-7001	Buy American and Balance of Payments Program—Basic	JAN 2023
252.225-7002	Qualifying Country Sources as Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award	OCT 2020
252.225-7005	Identification of Expenditures in the United States	JUN 2005
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7008	Restriction on Acquisition of Specialty Metals	DEC 1991
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	MAR 2013
252.225-7012	Preference for Certain Domestic Commodities	JAN 2023
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	APR 2022
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	JAN 2023
252.225-7048	Export Controlled Items	JUN 2013
252.225-7972	Prohibition on the Procurement of Foreign-made Unmanned Aircraft Systems (MAY 2020) (Deviation 2020-O0015)	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Rights in Technical Data--Noncommercial Item	JAN 2023
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JAN 2023
252.227-7015	Technical Data--Commercial Items	JAN 2023
252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2023
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)	JUN 2012
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)--Alternate II	DEC 2007
252.228-7001	Ground and Flight Risk	JUN 2010
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	NOV 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	JAN 2023
252.234-7002	Earned Value Management System (DEVIATION 2015-O0017)	SEP 2015
252.234-7004	Cost and Software Data Reporting System—Basic	NOV 2014
252.235-7003	Frequency Authorization	MAR 2014
252.235-7003	Frequency Authorization--Alternate I	MAR 2014

252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management and Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Items	JAN 2023
252.244-7001	Contractor Purchasing System Administration--Basic	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006)	NOV 2021
252.246-7001	Warranty of Data--Basic	MAR 2014
252.246-7001	Warranty of Data—Alternate I	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JAN 2023
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023
252.246-7008	Sources of Electronic Parts	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023
252.249-7002	Notification of Anticipated Contract Termination or Reduction	DEC 2022
252.251-7000	Ordering From Government Supply Sources	AUG 2012

H-1 DELIVERY REQUIREMENTS FOR RESIDUAL SPARES AND SUPPORT EQUIPMENT

- (a) For the purposes of this clause, the term “residual property” shall mean all spares and support equipment purchased by the Contractor, in support of the END ITEM SYSTEM EMD Contractor Logistics Support that have not been utilized in performance of the contract.
- (b) The contractor shall deliver all residual property to the Government at completion of the EMD period of performance upon Government approval.
- (c) The contractor shall submit a listing of all residual property for the Government to review and approval within 90 days of being requested by the PCO.
- (d) If the Government approves any residual property for delivery, the parties to this contract shall negotiate a modification specifying only the terms and conditions for any required shipment, packing, or place of delivery, as the price of this contract includes the price of the residual property to include any in-process repairs or modifications required.

H-2 RESERVED

H-3 CORRECTION OF DEFICIENCIES

- (a) During the execution of this contract, the Contractor shall be responsible for the correction of all deficiencies in accordance with the priorities described in this clause, that are discovered in the END ITEM SYSTEM, support equipment, software, training, System Demonstration Test Article (SDTA), and data (Exhibits), from contract award until the end of the period of performance of option Item 0101 or 0106, whichever is later. For the purposes of this contract, a deficiency is defined as a failure to meet one or more of the requirements contained within any Section J attachments and/or all exhibits, including problems and defects associated with both hardware and software.
- (b) The Contractor shall prioritize deficiencies in accordance with IEEE/EIA 12207.2-1997 modified as follows:
 - (1) Priority 1: Prevents the accomplishment of an operational or mission-essential capability or jeopardizes safety, security, or other requirements designated “critical”.
 - (2) Priority 2: Adversely affects the accomplishment of an operational or mission-essential capability and no operationally acceptable work-around solution is known.
 - (3) Priority 3: Adversely affects the accomplishment of an operational or mission-essential capability and an

- operationally acceptable work-around solution is known.
- (4) Priority 4: Results in user/operator inconvenience or annoyance but does not affect a required operational or mission-essential capability.
 - (5) Priority 5: Any other effect
- (c) In the event of a conflict between the Contractor's priority classification of a deficiency and the Government's priority classification of a deficiency, the Government's priority classification of the deficiency shall take precedence.
- (d) The Contractor shall correct:
- (1) All priority 1, 2, and 3 deficiencies
 - (2) All priority 4 deficiencies where correction of the problem costs less to implement than updating documentation and training materials for the approved work-around.
 - (3) Deficiencies at all priorities affecting documentation.
 - (4) Lower priority deficiencies that when combined with one or more lower priority deficiencies have a cumulative adverse effect that is of a higher priority and resulting severity which should be addressed in the same manner as a priority 1, 2, or 3 (e.g., combination of high failure rate items identified via FRACAS that impact Operational Availability (AO))
- (e) The Contractor shall deliver software that is in compliance with the following deficiency quality limits:

Priority	Limit
1 or 2	Zero
3	One per 8K Non-Comment, Non-Blank logical source lines of code or fraction thereof
4 or 5	One per 4K Non-Comment, Non-Blank logical source lines of code or fraction thereof; limit employs total of priority 4 and priority 5 deficiencies

- (f) The Contractor shall update to the END ITEM SYSTEM final product baseline all items delivered and yet to be delivered under this contract for Option Items 0101, 0106, 0201, and 0301. The final product baseline is defined as a configuration that passes IOT&E with deficiencies corrected. The Contractor shall not be responsible for updating AV-1, MS-2, and MS-3 to the END ITEM SYSTEM final product baseline. This however does not alleviate the Contractor's responsibility during testing to modify as necessary AV-1, MS-2, MS-3 aircraft to meet successful testing requirements in accordance with the Statement of Work. The Contractor shall submit the necessary configuration documentation for Government's approval. The Contractor shall correct, in accordance with the approved configuration documentation, the deficiencies per the priorities described in paragraph (b) and (d) to ensure all deliverables, except for AV-1, MS-2, and MS-3, meet the END ITEM SYSTEM final product baseline.
- (g) The Contractor shall ensure that Option Items 0102-0105, 0202-0205, and 0302-0305 reflect the END ITEM SYSTEM final product baseline.
- (h) The Contractor shall not be entitled to an adjustment to the contract's Target Cost, Target Profit/Fee, Ceiling Prices, or Profit Adjustment formulas (share ratio) for correction of deficiencies and/or updates to the END ITEM SYSTEM final product baseline.
- (i) The three-year warranty period as specified in paragraph (b) of DFARS 252.246-7001 shall not commence until all deliverables have been accepted or the period of performance has ended, whichever is later. This time period is consistent with the longer period that may be specified in this contract.

H-4 DELIVERY OF TECHNICAL DATA AND SOFTWARE NECESSARY TO PERMIT THE GOVERNMENT TO REPAIR, MODIFY, MAINTAIN, SUSTAIN AND ENSURE THE SAFETY, AIRWORTHINESS, AND RELIABILITY OF THE END ITEM SYSTEM

- (a) Definitions. As used in this clause—
- (1) Reserved.
 - (2) "Operation, Maintenance, Installation, and Training" (referred to as "OMIT") means:

- (i) “Operation” is any activity encompassing functional use of a weapon system to meet normal, safety, airworthiness, and readiness conditions, to include mission execution, handling, testing, emergency, utilization, and familiarization.
 - (ii) “Maintenance” is all scheduled and unscheduled organizational, intermediate, and depot-level maintenance and repair capabilities, to include sustaining engineering necessary to maintain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, and overhaul to maintain in, or restore a weapon system to a serviceable, safe, or airworthy condition.
 - (iii) “Installation” is all infrastructure such as facility planning, site surveys, test and integration labs, operations and maintenance facilities (e.g. hangars, dry docks, runways, ramps, wash racks, fueling/defueling stations, etc.), supply chain management, test cells, test stands and benches, tools, support equipment, communications, data links, security, data information technology, and all other data and planning used in the initial standup and continued operations, training, sustainment, and maintenance at all operational sites as well as Organizations, Intermediate, and Depot-Level Maintenance requirements in support of a weapon system.
 - (iv) “Training” is all formal and informal classroom, simulation, or on-site instruction, supervised and unsupervised, for functional use of, operation of, testing of, supply chain management of and organizational, intermediate, and depot-level maintenance of a weapon system.
- (b) (1) The Contractor shall deliver to the government all technical data and software that the Original Equipment Manufacturers (OEMs) of any part, system, subsystem, or equipment use or rely upon to fix, repair, overhaul, rework, modify, calibrate, or maintain any part, system, subsystem or equipment associated with the life cycle of the END ITEM SYSTEM.
- (2) To the extent not covered by or included in the technical data delivered in accordance with subparagraph (1) of this paragraph, the technical data and software delivered shall allow the Government to perform Organizational level (O-Level) Maintenance, Intermediate level (I-Level) Maintenance, and Depot level (D-Level) Maintenance as defined in the COMNAVAIRFORINST 4790.2 series.
- (3) To the extent not covered by or included in the technical data delivered in accordance with subparagraph (1) or (2) of this paragraph, the Contractor shall deliver OMIT data to include the in-service engineering/sustainment data, test data, maintenance/logistics data, material data, configuration data, and depot/overhaul data identified in Table 1, which is necessary for the Government to repair, maintain, sustain, and ensure the safety, airworthiness, and reliability of the END ITEM SYSTEM. Notwithstanding the above, under this clause, the Contractor is not required to deliver technical data that pertains solely to any Government Furnished Property.

Table 1. Categories of OMIT Data Required to be Delivered

In-Service Engineering/Sustainment Data	Test Data	Maintenance/Logistics Data	Material Data	Configuration Data	Depot/Overhaul Data
Technical Data Package (to include: drawings, models, associated lists, schematics, wire diagrams, quality assurance provisions, software documentation)	Modeling and Simulation Data	Logistics Product Data	Failure data	Configuration management data	Unique manufacturing processes to support depot overhaul
Process specifications referenced on drawings	Test Reports	Organizational/Intermediate/Depot (O/I/D) Publications	Demand data	Engineering Change Proposals	Special tooling data

Air Frame loads model (global/breakout)	Loads Tests	Structural Repair Manuals	Quality deficiency reports	Critical item lists / Critical Safety Application	
Strength Analyses (including Finite Element Method (FEM))	Flight Certification Tests	Spares Data	Optimized Organizational Maintenance Activity (OOMA) data		
Durability and Damage Tolerance Analyses (including spectra)	Acceptance Test Procedures (ATPs)	Failure Mode Effects and Criticality Analysis (FMECA)	Readiness Analysis Data		
Aero Performance Analyses/Modeling	System of System (SoS) test results	Training data			
Electrical Loads and Distribution Analyses/Models		Support Equipment data			
Thermal Loads Analyses/Modeling		Reliability Centered Maintenance/Condition Based Maintenance (RCM/CBM) data			
Mass Properties		Diminishing Manufacturing Sources and Material Shortages (DMSMS) Data			
		Naval Air Training and Operating Procedures Standardization (NATOPS)			

- (c) Standard License Rights. The rights in the technical data and software delivered under this contract will be determined in accordance with the standard DFARS license clauses. The contractor shall mark the technical data and software in accordance with the standard DFARS license clauses. *(The Offeror may propose greater rights than those to which the Government is entitled under the standard DFARS license clauses in accordance with paragraph (d) below.)*

- (d) Special License Rights for In-Service Engineering/Sustainment Data.

- (1) Grant of License. In-Service Engineering/Sustainment Data in support of Government sustainment activities for the END ITEM SYSTEM, which were developed exclusively at private expense and do not otherwise meet the criteria for unlimited rights or government purpose rights at DFARS 252.227-7013 or DFARS 252.227-7014 shall be delivered to the Government with the special license rights set forth in this clause and marked in accordance with the SPECIAL LICENSE RIGHTS legend set forth in DFARS 252.227-7013 or DFARS 252.227-7014. The license identifier shall be "Clause H-4(d)."
 - (2) Terms of Special License. The Contractor shall provide the United States Government with special license rights consistent with "Government Purpose Rights" (as defined in DFARS 252.227-7013 or DFARS 252.227-7014) for all In-Service Engineering/Sustainment Data subject to paragraph (b)(1). These rights shall convert to Unlimited Rights (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).
- (e) Subcontractors and Suppliers. The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.
- (f) Deferred Ordering. The terms and conditions of this clause shall apply to any technical data, computer software, or computer software documentation developed under this contract pursuant to DFARS 252.227-7027.

H-5 DEFERRED ORDERING ADMINISTRATION

- (a) The liberal use of deferred ordering will be exercised, where applicable, at any time that delivery of information is determined by the Government to be necessary. Deferred ordering under DFARS 252.227-7027 may be exercised unilaterally by any authorized means for ordering technical data or computer software. The deferred order data shall be delivered to the Government no later than 20 days after exercise of deferred ordering.
- (b) The parties agree that fee/profit has already been accounted for regarding the generation of any information during performance of this contract, or any subcontract hereunder, and additional fee/profit for the act of converting the data or computer software into a prescribed form or for reproduction and delivery shall not be an allowable cost per FAR Part 31. Failure to deliver the information in accordance with this clause shall be subject to DFARS 252.227-7030 "Technical Data – Withholding of Payment

H-6 DFARS 252.227-7013, 252.227-7014, and 252.227-7015 CLARIFICATION OF POST-AWARD IDENTIFICATION AND ASSERTIONS

- (a) For any new information or inadvertent omissions in the Contractor's Data Rights Assertion List (DRAL) identified during the performance of this contract, the Contractor shall identify both noncommercial and commercial technical data and computer software that it intends to deliver with less than unlimited rights and state the reason for the new information or inadvertent omission. For commercial technical data and commercial computer software specifically, the Contractor shall provide the same types of information, using a similar format, and following the same procedures and requirements as specified for noncommercial technical data and noncommercial computer software at DFARS 252.227-7013 and 252.227-7014. Commercial technical data and commercial computer software shall be subject to the terms and conditions in Attachment (26) "Addendum to End User License Agreement".
- (b) With respect to each assertion submitted post-award, the Contractor shall specify in the "Basis for Assertion" column, the Subcontract Line Item, SOW paragraph(s), and Work Breakdown Structure (WBS) element(s) to which the technical data or computer software assertion pertains. Assertions shall be made at the lowest practical segregable level, i.e., the same level used for the Contractor's source of funds determinations in establishing the government's license rights, specifying the items or processes, if any, to which the technical data or computer software deliverable pertain.
- (c) Commercial and Special License Rights Assertions
 - (1) Commercial technical data and/or computer software new information or inadvertent omissions shall be asserted on the DRAL by stating in the "Basis for Assertion" column the name of the commercial license identified "Contractor Provided Licenses" and asserting in the "Asserted Rights Category" column "Commercial."
 - (2) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the special license set forth in Clause H-4 "Delivery Of Technical Data And Software Necessary To Permit The Government To Repair, Maintain, And Ensure The Safety, Airworthiness, And Reliability Of END ITEM SYSTEM shall be asserted on the DRAL by stating in the "Basis for Assertion" column whether the noncommercial technical data and/or computer software was developed exclusively or partially at private expense and asserting in the "Asserted Rights Category" column "Special License Rights IAW H-4."
 - (3) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Verification Data Special License set forth in Clause H-9 "Data Rights And Licenses In Support Of Test Activities " shall be asserted on the DRAL by stating in the "Basis for Assertion" column whether the noncommercial technical data and/or computer software was developed exclusively or partially at private expense and asserting in the "Asserted Rights Category" column "Verification Data Special License Rights IAW H-9."
- (d) The Contractor shall provide copies of all specially negotiated licenses, commercial licenses for commercial computer software and technical data pertaining to commercial items, and other non-standard licenses that will be delivered to the Government. The Contractor shall provide the aforementioned licenses within 60calendar

days of license purchase or at least 60 calendar days prior to delivery, whichever occurs first.

- (e) The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

H-7 COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT

- (a) It is anticipated that the Contractor will procure and deliver software containing Open Source Software (OSS) and "commercial computer software" (as defined by DFARS 252.227-7014(a)(1)).
- (b) Open source software (OSS). OSS is generally regarded as commercial computer software. It is sometimes licensed under terms that require the user to make freely available in source code form: (i) the user's modifications to the OSS or (ii) any software that the user "combines" with the OSS. If the Contractor uses OSS in the performance of this contract, the Contractor must ensure that the use of the OSS complies with subsection (c) of this clause.
- (c) Commercial Computer Software. The Contractor shall acquire the commercial computer software under the licenses customarily provided to the public, except to the extent that the licenses are inconsistent with Federal procurement law or do not otherwise satisfy user needs (see DFARS 227.7202-1(a)). A list of common material terms and conditions of commercial computer software license agreements the Government has determined are inconsistent with Federal procurement law or do not otherwise satisfy user needs are incorporated into an addendum that may be executed by the Contractor when negotiating the license agreements to be delivered to the Government. The Contractor shall either execute Attachment (26) "Addendum to End User License Agreement" as an addendum to the license being delivered or shall ensure that the license being delivered to the Government complies with the list of terms and conditions on Attachment (26) prior to delivering the licensed software.
- (d) The Contractor shall provide copies of the license agreements within 60 calendar days of license purchase or at least 60 calendar days prior to delivery, whichever occurs first.
- (e) A copy of the "Addendum 26" is provided below.

ATTACHMENT (26)
Addendum to End User License Agreement

This Addendum to the End User License Agreement (hereinafter Addendum) is made by and between ____ [insert subcontractor] ____ (hereinafter licensor) and ____ [insert contractor] ____ (hereinafter licensee), and is made for the purpose of supplementing the End User License Agreement (hereinafter the Agreement) for ____ [software].

The licensor and licensee agree that this Addendum will be attached to the Agreement and made a part thereof prior to transfer of the licensed software to the United States Government (hereinafter the Government) as the end product user. This Addendum shall supersede and supplement the Agreement with regard to the license rights transferred to the Government and shall not apply to the licensee.

The parties agree to review and negotiate the provisions of the Agreement in good faith to ensure compliance with Federal procurement law and, in accordance with this Addendum, to the extent provisions are inconsistent with Federal procurement law, those provisions shall be stricken from the Agreement or terminate upon transfer to the Government. Such provisions shall include but are not limited to the following list of common material terms and conditions of commercial computer software license agreements:

1. The license shall not subject the Government to the laws of a particular jurisdiction, venue or choice of law.
2. The license shall not require confession of judgment, arbitration or indemnification.
3. The license shall not comment on the entitlement to attorney fees if a matter goes to trial.
4. The license shall not attempt to have an individual other than a warranted Contracting Officer bind the Government to certain terms and conditions.
5. The license shall not be inconsistent with the Prompt Payment Act.
6. The license shall not attempt to impose a vendor lock-out provision. A vendor lock-out provision is a mechanical or electronic method imbedded in the system that prevents unauthorized use or distribution of the program. This method can result in an impermissible unilateral change to the delivery order initiated by the vendor and involve a vendor having free access to a computer system that must be secure.
7. The license shall not state that it sets forth the entire agreement between the vendor and the Government; applicable Federal laws and regulations always govern Federal contracts.
8. The license shall not impose an automatic renewal provision on the Government or the possibility of unilateral price increases.
9. The license shall not permit the vendor to unilaterally terminate the contract or license.
10. The license shall not require the Government to pay any taxes or duties.
11. The license shall not state the sole remedy available to the Government is the refund of money.
12. The license shall not be inconsistent with FAR 52.233-1, DISPUTES.
13. The license shall not create a contingent liability for the Government.
14. The license shall not restrict the Government from using the product at various sites nor from use of the product by various Government agencies or third parties performing work on behalf of the Government. In performance of the Government's requirements, Government personnel, as well as Government contractors, will use the software. Additionally, the software will be used at Government sites and Government contractor sites and the sites will change over time. The software license shall be flexible to accommodate this situation.
15. The license shall not include non-substitution language that would preclude or limit the Government from switching to another vendor/reseller and/or another product to fulfill program requirements.
16. If the commercial computer software includes open source software (OSS), the Contractor must ensure that the use of the OSS does not create, or purport to create, any Government distribution obligations with respect to the computer software deliverables unless the Government affirms that it will accept delivery under those terms.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

LICENSOR: _____
 By: _____
 Name: _____
 Title: _____
 Date: _____

LICENSEE: _____
 By: _____
 Name: _____
 Title: _____
 Date: _____

H-8 RESERVED

H-9 DATA RIGHTS AND LICENSES IN SUPPORT OF TEST ACTIVITIES

- (a) Verification Data, as used in this clause, is defined as Test Data and data gathered/collected in support of demonstration, analysis, similarity, inspection, and evaluation verification methods of the END ITEM SYSTEM

Program. Test Data, as used in this clause, is defined as any noncommercial END ITEM SYSTEM test unique processed or unprocessed on- board or off-board system data collected or processed in support of Modeling and Simulation, laboratory integration and test activities, installed systems ground and flight test evolutions, and test reporting associated with the END ITEM SYSTEM Program. All Test Data shall be delivered in the form(s) in which the information is ordinarily maintained as true native files, meaning that metadata is intact enabling the Government the same ability as the Contractor to use, modify, reproduce, release, perform, display, or disclose the information. Metadata includes computer data such as date/created/modified/author and the hidden material that does not appear when a document is printed (e.g. hidden rows, cells and formulas, track changes, etc.).

- (b) All Verification Data produced for this contract is an element of performance per DFARS 252.227-7013(b)(1)(ii) and shall be provided with unlimited rights. Any Verification Data that was not produced for this contract and/or any non-Verification Data that is delivered concurrently with the Verification Data shall be segregated as a separate annex or attachment to the Verification Data produced for this contract unless the license is Unlimited or Government Purpose Rights.
- (c) The Contractor shall deliver all Verification Data collected to support requirements verification pursuant to the Verification Cross Reference Matrix associated with the END ITEM SYSTEM Statement of Work and Specification.
- (d) The Contractor shall maximize the use of Government and non-proprietary tools. All Verification Data shall be collected and delivered to the Government using only:
 - (1) a tool the Government developed or already owns;
 - (2) a tool considered to be commercially available off the shelf (COTS) in accordance with FAR 2.101 and in compliance with Clause H-7 COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT; or
 - (3) a tool or plugin developed by the Contractor to which the Contractor controls the licensing and hereby agrees to provide to the United States Department of Defense (DoD), in perpetuity, rights consistent with "Government Purpose Rights" (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).
- (e) These tools shall provide the Government and Government contractors (with a Government purpose) an equivalent ability as that of the Contractor to operate and use these tools. These tools shall be provided in a media enabling independent Government installation and upgrades to new and existing pre-configured systems and shall include all associated computer software documentation. The licenses shall allow the Government the right to use, modify, display, manipulate, reproduce, and reinterpret the Verification Data. The price of all licenses related to (d)(3) above shall be included in the price for Item 0001. Copies of the license shall be provided for incorporation into the contract as "Contractor Provided Licenses". Any changes to the software programs identified after the time of award shall be submitted to Collins for Government for approval.
- (f) Verification Data Special License Rights.
 - (1) Grant of License. For all Verification Data and any other data that is provided concurrently with the Verification Data, but were developed exclusively at private expense or does not otherwise meet the criteria for unlimited rights at DFARS 252.227-7013 or DFARS 252.227-7014, the Contractor hereby agrees that the technical data and noncommercial computer software shall be delivered to the Government with the special negotiated license rights set forth in this clause and marked in accordance with the SPECIAL LICENSE RIGHTS legend set forth in DFARS 252.227-7013 or DFARS 252.227-7014. The license identifier shall be "Clause H-9."
 - (2) Terms of Special License. The Contractor shall provide the United States Government with special license rights consistent with "Government Purpose Rights" (as defined in DFARS 252.227-7013 or DFARS 252.227-7014) for all Verification Data technical data and noncommercial computer software subject to paragraph (e). These rights shall convert to unlimited rights (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).
- (g) Subcontractors and Suppliers. The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

- (h) Deferred Ordering. The terms and conditions of this clause shall apply to any technical data and/or noncommercial computer software delivered under this contract pursuant to DFARS 252.227-7027.

H-10 RESERVED

H-11 RESERVED

H-12 CLARIFICATION BETWEEN INTEGRATED DIGITAL ENVIRONMENT (IDE) ENTRY, ACCESS, AND DELIVERY

(a) Definitions.

“Access” is used in this contract to describe how the Contractor publishes, divulges, or discloses “information” on the Contractors IDE. Access shall have this definition when used in this clause. Access shall also have this definition when used throughout this contract (inclusive of all exhibits and attachments) in the phrase, “provide [e.g., providing, provides, etc.] the Government with access.”

“Contractor IDE” is used in this contract to describe the location to share digital information between the USG and the Contractor.

“Deliver,” “Delivery,” or “Deliverable” is used in this clause to mean the technical data and computer software documentation (pursuant to DFARS 252.227-7013) that is specified to be delivered, regardless of the form or medium in which it is provided, under this contract pursuant to a Contract Data Requirements List (DD Form 1423) or the computer software (pursuant to DFARS 252.227-7014) that is otherwise specified to be delivered under the contract.

“IDE entry” as used in this contract means read and write privileges and any other privileges granted within the Contractor’s IDE to named users.

“Information” as used in this clause is intended to be an all-encompassing term that includes noncommercial technical data and computer software documentation, commercial technical data, and noncommercial computer software, which have the same definitions as set forth in DFARS clauses 252.227-7013 (FEB 2014), 252.227-7015 (FEB 2014), and 252.227-7014 (FEB 2014), respectively. Information also includes commercial computer software, as defined in DFARS 252.227-7014. Information also includes metadata attributes and data incidental to contract administration, such as management data. Information does not include financial data.

“IDE” is used in this contract to mean a shared, configuration-managed, distributed, dynamic data environment composed of common tools and interfaces. It allows data to be captured at its source and made readily available to be shared with others. The IDE integrates the people, processes, business systems, and information associated with designing, acquiring, and supporting a system and allows users connectivity to system development, sustainment, and program data. It provides immediate access to required information for making decisions.

“USG” means, for purposes of this clause only, both federal Government employees and Covered Government Support Contractor personnel (pursuant to DFARS 252.227-7013(a)(5)).

(b) Clarification between IDE Entry, Access, and Delivery.

- (1) Access to information and IDE entry, in the absence of delivery, does not require the determination of Government rights in data as set forth in DFARS 227.7103-5 or the assertion of restrictions of the Government’s rights to that data as set forth in DFARS 227.7103-3.

The liberal use of deferred ordering will be exercised, where applicable, at any time that delivery of information is determined by the Government to be necessary. Deferred ordering under DFARS 252.227-7027 may be exercised by the PCO unilaterally by any authorized means for ordering technical data or computer software (e.g., a Standard Form 30 may be used to execute a unilateral modification to order technical data or computer software). The deferred order shall be delivered to the Government no later than 20 days after exercise of deferred ordering. The parties agree that fee/profit has already been accounted for regarding the generation of any information during performance of this

contract, or any subcontract hereunder, and additional fee/profit for the act of converting the data or computer software into a prescribed form or for reproduction and delivery shall not be an allowable cost per FAR Part 31. Failure to deliver the information in accordance with this clause shall be subject to DFARS 252.227-7030 "Technical Data – Withholding of Payment."

- (2) USG individuals shall not be required to personally sign (including by digital signature) any agreement with the Contractor for access via the Collaborative Site or IDE entry to the Contractor's IDE.
- (3) Upon being granted access via the Contractor's IDE, the USG individuals may use the information as permitted based on the electronic permissions (e.g., inability for information to be saved outside of the Contractor's IDE, controlled digital access, and/or inability to reproduce information) set within the Contractor's discretion. The electronic permissions the Contractor sets shall be consistent with the definitions of access and IDE entry above and the requirements of the contract. The burden is on the Contractor to electronically control permissions and otherwise prevent disclosure of the information. The Government shall not be liable for release or disclosure, except in cases where the Contractor can show that its access control mechanisms were willfully disregarded.

(c) Modification of Accessed Information and Information within the Contractor's IDE

- (1) The Contractor may allow the USG to modify the information that is accessed or to which the USG has permissions by virtue of IDE entry to the Contractor's IDE, but shall not require the USG to modify any information. The Contractor shall remain obligated to meet all terms and conditions of the contract. A USG modification shall not be construed as interference with development or be the basis of a request for equitable adjustment. Decisions to permit modification of information are at the discretion of the Contractor and the requirements of the contract.
- (2) Access or IDE entry shall not be contingent upon the Government relinquishing any rights pursuant to statute or regulation to which the Government would be entitled if the information were to become a deliverable later in execution. This includes rights to which the Government may have obtained by virtue of its modification to the information accessed.

(d) USG Access via the Contractor's IDE

- (1) There shall be no additional costs imposed by the Contractor for the USG individuals identified by the Government to have access via the Contractor's IDE, and costs shall be charged in accordance with the Contractor's disclosure statement. FAR 52.232-39 Unenforceability of Unauthorized Obligations shall be applicable to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement that may be encountered by the USG as a result of access or IDE entry. Only the PCO has the authority to agree to any terms or conditions binding the Government; any such terms shall be set forth in writing and incorporated into this contract.
- (2) It is the Contractor's responsibility to ensure it has the appropriate licenses to grant the USG access to information and permissions to any commercial data or commercial computer software within the Contractor's IDE. The Contractor shall indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses arising out of or in any way related to any access or IDE entry later deemed to have been unauthorized.

- (e) The Contractor shall insert this clause or the substance of this clause in each subcontract or other contractual or legal instruments with its subcontractors or suppliers at any tier necessary to accomplish USG access and/or IDE entry.

H-13 RIGHT TO OBTAIN INTELLECTUAL PROPERTY, EQUIPMENT, AND ASSOCIATED LICENSE RIGHTS

- (a) With regard to Subject Intellectual Property (IP) and Equipment (as defined below), the Government is granted an irrevocable, non-transferrable right to obtain Government Purpose equivalent or greater license rights from the Contractor to any Subject IP and Equipment or any part thereof. This right is exercisable as described in this clause. This right does not expire for the duration of this contract and may be exercised multiple times for the

same Subject IP and Equipment or any part thereof. Each combination of Subject IP and any Equipment is considered an individual offer for sale, and changing the combination of Subject IP and any Equipment does not invalidate the Contractor's obligations under this clause.

(b) Definitions. The following terms are defined for the purpose of this clause:

"Subject IP" means any technical data and/or computer software developed exclusively at private expense provided or available under any delivery requirement under the contract.

"Equipment" means unique manufacturing processes and equipment associated with the Subject IP offered for sale or subject to transfer.

"Right of First Offer" means a contractual obligation by the owner of the Subject IP and Equipment or any part thereof, in this case the Contractor, to negotiate in good faith the sale of the Subject IP and Equipment or any part thereof with the Government before offering it for sale to third parties.

"Right of First Refusal" means a contractual right that gives the Government the option to enter into a business transaction with the owner of the Subject IP and Equipment or any part thereof, in this case the Contractor, according to specified terms, before the Contractor is entitled to enter into that transaction with a third party.

- (c) The Contractor shall provide the Government with the Right of First Offer to the Subject IP and Equipment or any part thereof. The Right of First Offer shall be exercisable by the Government upon the Contractor's notice to the Government, see paragraphs (e) and (f) below, of its intention at any time to pursue transfer ownership or control of the Subject IP and Equipment or any part thereof to a third party.
- (d) The Contractor shall provide the Government with the Right of First Refusal to the Subject IP and Equipment or any part thereof. The Right of First Refusal shall be exercisable by the Government upon the Contractor's notice to the Government, see paragraphs (e) and (f) below, of the occurrence of any of the following events:
 - (1) Upon the filing of any judicial proceeding not subject to paragraph (d)(2) below that may result in the Contractor's transfer or loss of ownership or control of the Subject IP and Equipment or any part thereof.
 - (2) Upon a voluntary or involuntary sale in a bankruptcy, insolvency, or receivership proceeding where the debtor solicits for sale any or all of its assets that would include the Subject IP and Equipment or any part thereof.
 - (3) Upon the receipt of an unsolicited offer to purchase the Subject IP and Equipment or any part thereof that the Contractor intends to pursue.
 - (4) Upon a voluntary or involuntary transfer of the Subject IP and Equipment or any part thereof pursuant to a security interest.
- (e) The Contractor shall provide 45 days advance written notice, specifically citing this clause, to the Government of a proposed transfer of ownership or control of the any Subject IP and any Equipment. This Government's Right of First Offer or Right of First Refusal shall be exercisable by the Government for a period of 45 days from the Government's receipt of the Contractor's notification.
- (f) The Contractor's notice shall specify all Subject IP and Equipment to be transferred pursuant to paragraph (c) or (d) above. In the event this notice is provided pursuant to paragraph (c) above, the Contractor shall include its proposed offer price and material terms and conditions for the transfer of ownership or control of the Subject IP and Equipment it intends to pursue transferring to a third party. In the event this notice is provided pursuant to paragraph (d) above, the Contractor shall include the acceptable material terms and conditions (including the acceptable price and form of consideration) of the transfer of ownership or control and the identity of the prospective buyer.
- (g) With regard to either the Right of First Offer or Right of First Refusal, the price of the Subject IP and Equipment to be transferred shall be negotiated based on the market value or a business case analysis. Common commercial practices for the transfer of the Subject IP and Equipment shall be utilized. Should an agreement be reached, the price negotiated shall be incorporated into this contract as a firm fixed price line item via formal contract modification. Should the parties not reach agreement and the Contractor proceeds to solicit quotes in the 12 months following the abandonment of negotiations for the sale or transfer of the Subject IP and Equipment or any part thereof, then the Contractor shall not finalize such a sale or transfer and shall offer that

non-negotiable price to the Government if the price is within 125 percent of the Government's last offer to the Contractor in negotiations.

- (h) The Government's rights under Clause H-13 shall flow-down to any subcontractor or supplier at any tier, and the Contractor shall insert this clause in each subcontract or other contractual or legal instruments with its subcontractors or suppliers at any tier.

H-14 COMPUTER SOFTWARE DELIVERABLES—WITHHOLDING OF PAYMENT

- (a) If computer software specified to be delivered under this contract is not delivered within the time specified by this contract, is deficient outside of the quality limits as identified in Clause H-3 "Correction of Deficiencies" upon delivery, or is delivered with nonconforming markings and/or restrictive markings not identified in the Data Rights Assertion List, the Contracting Officer may, until such computer software is accepted by the Government, withhold payment to the Contractor in the amount of up to ten percent (10%) of the total contract price.
- (b) Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such computer software without deficiencies that fall outside of the quality limits as identified in Clause H-3 "Correction of Deficiencies" arises out of causes beyond the control and without the fault or negligence of the Contractor.
- (c) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

H-15 RESERVED

H-16 ADDITIONAL CLARIFICATION REGARDING THE GROUND AND FLIGHT RISK CLAUSE (DFARS 252.228-7001)

- (a) The applicability of paragraph (b) of DFARS 252.228-7001 shall take effect at such time that the C-130J-30 Government Furnished Property (GFP) engines are started at the Lockheed Martin Marietta GA, facility regardless of whom is flying the aircraft, *(to be completed by Offeror based on location(s) of performance)*, or other such locations as mutually agreed upon by the parties and designated in writing by the Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

C-TXT-PDNT PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS (DEC 2020)

(a) "The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) related to the END ITEM SYSTEM. (NOTE: Prior to award of this effort the Government has the unilateral right to add any additional designations for the program and this statement shall be deleted at award.) (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

- (b) The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an

application to register, any one of the Designation(s) in any jurisdiction within the United States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.”

CTXT.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (APR 2022)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

NAVAIRHQ:

Patent Attorney, NAVAIR OGC Group

47123 Buse Road Bldg. 2272 Ste 257

Patuxent River, MD 20670-1547

paxr_navair_patents@us.navy.mil

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

CTXT.227-9509 SUMMARY RELIABILITY ASSURANCE/BURN-IN TESTS REPORTS (NAVAIR) (APR 2022)

(a) If reliability assurance/burn-in tests are required for supplies procured hereunder, the contractor shall maintain and submit summary reliability assurance/burn-in test reports in accordance with DI-R-7040.

(b) The contractor shall provide and maintain procedures to enable his full participation in the failure experience data interchange of the Government Industry Data Exchange Program (GIDEP) (www.gidep.org). Compliance with this clause shall not relieve the contractor from complying with any other provision of the contract. The contractor shall maintain status of GIDEP failure experience reports and shall provide GIDEP Annual Progress Report in accordance with DI-QCIC-80127A paragraph 10.2.

(c) The contractor shall prepare GIDEP ALERTS in accordance with DI-QCIC- 80126B, paragraph 10.1, for material discrepancies which have adversely impacted or have the potential to adversely impact spare/repair parts reliability.

(d) Appropriate action, as deemed necessary by the contractor, shall be taken in response to GIDEP ALERTS received which may impact materials procured hereunder.

(e) The contractor agrees to insert paragraphs (b), (c) and (d) of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "contractor" shall be changed to "subcontractor."

HTXT-GFP RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (JUL 2018)

(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	Property provided "As Is" Yes/No
<i>To be completed by Offeror</i>	<i>To be completed by Offeror</i>	<i>To be completed by Offeror</i>	<i>To be completed by Offeror</i>	<i>To be completed by Offeror</i>	<i>To be completed by Offeror</i>	<i>To be completed by Offeror</i>

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The contractor is responsible for scheduling the use of the said property. The Government shall not be responsible for conflicts, delay or disruptions to any work performed by the contractor due to use of the property under this contract or any other contracts under which use of such property is authorized.

52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days following CDR. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days following CDR; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed to be completed at contract award (months) (years).

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None) Identification No.

See Section J, Attachment (24)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance

with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Jan 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 180 *days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No.9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed in the **Subcontract Statement of**

Work.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require-
 - i. Control of such things as design, work operations, in-process control, testing, and inspection; or
 - ii. Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007)

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (NOV 2017)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at:

https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new

SAAR-N form only when they begin work on a new or different contract.

5252.223-9502 HAZARDOUS MATERIAL (NAVAIR)(APR 2009)

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact:

Environmental Director, (301)757-9903
 22145 Arnold Circle, 404, Suite 101
 Patuxent River, MD 20670.

5252.247-9502 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking. All shipping containers will be marked in accordance with MIL-STD-129R, Department of Defense Standard Practices for Military Marking.

5252.247-9508 PROHIBITION AND LIMITATIONS FOR PACKAGING MATERIALS (NAVAIR) (AUG 2019) (Applicable if Supplier will ship any items directly to the U.S. Government)

(a) The use of loose fill materials, asbestos, excelsior, newspaper and shredded paper (all types) are prohibited. In addition, all Wood Packaging Materials (WPM) shall be heat treated or chemically treated in accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15:2009, "Regulation of Wood Packaging Material in International Trade."

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999) (Applicable if Supplier will ship any items directly to the U.S. Government)

(a) Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR) (APR 2009)

(a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to Mar-navyhmirs@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil.

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR) (AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK" CLAUSE (NAVAIR) (DEC 1991)

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be [*To be completed by Offeror (identify whether site, factory, headquarters, etc.)*], located at [*To be completed by Offeror*].

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation and 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is

involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR) (OCT 2013) - ALT I (OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. No prior approval is required for travel under this contract.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the [*to be completed at time of award*]. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to [*to be completed at time of award*]. All losses are to have the permanent badges returned to [*to be completed at time of award*] on the last day of the individual's task requirement.

K-1 REQUIREMENT TO NOTIFY THE CONTRACTING OFFICER OF POTENTIAL PERSONAL OR ORGANIZATIONAL CONFLICT(S) OF INTEREST

(a) Offerors are reminded that subparts 9.5 and 3.1 of the Federal Acquisition Regulations, as well as decisions of the Government Accountability Office, prohibit conflicts of interest in government procurements and establish the following principle: "Government business shall be conducted in a manner above reproach. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government contractor relationships." FAR 3.101.

(b) Potential conflicts of interest may arise, among other circumstances, where an Offeror has unequal access to nonpublic information relevant to the solicitation or a competitor that may provide the Offeror with an unfair competitive advantage. Such unequal access may occur through communications (e.g., verbal, written, or electronic means) with current or former Department of the Navy employees or others or through current or previous contracts that the Offeror or its subcontractors/teaming partners had with the Department of the Navy. For example, former

Department of the Navy employees or subcontractors/teaming partners of the Offeror under this competitive procurement may have gained access to nonpublic information about a competitor, or that is otherwise relevant to this solicitation, through participation in previous or ongoing contracts or during the solicitation development/source selection process associated with this competitive procurement, and then participated or provided input into the formation of the Offeror's proposal. Other potential conflicts of interest may arise where subcontractors/teaming partners of the Offeror under this competitive procurement or former Department of the Navy employees who had access to or assisted in developing or drafting the evaluation criteria, specifications, or statement of work are negotiating with or employed by the Offeror, have an employment arrangement with the Offeror, or provide information to the Offeror regarding its proposal in response to this solicitation.

(c) Offerors shall notify the Contracting Officer within 7 days of becoming aware of any communications between current or former Department of the Navy employees or others where nonpublic information concerning the current solicitation, the incumbent's approach, performance or cost information on current or previous contracts, or another competitor's proposal was discussed with or provided to the Offeror or its subcontractors/teaming partners on this competitive proposal. The Offeror shall identify the current or former Department of the Navy employees and/or others with whom the communication took place, when the communication occurred, and describe or provide the nonpublic information that was discussed with or provided to the Offeror. If the Offeror obtained nonpublic information relevant to the solicitation or a competitor through its or its subcontractors/teaming partners current or previous contracts they had/have with the Department of the Navy, the Offeror shall describe or provide a copy of the nonpublic information to the Contracting Officer. The Offeror shall also identify any steps take to mitigate or preclude any competitive advantage that the Offeror could have received from the communication of the nonpublic information. The requirement to identify such communications continues until contract award.

(d) The Offeror shall also inform the Contracting Officer, within 7 days of becoming aware, of former Department of the Navy employees or subcontractors/teaming partners of the Offeror under this competitive procurement that had access to or assisted in developing or drafting the evaluation criteria, specifications, or statement of work related to this solicitation and are negotiating with or employed by the Offeror or its subcontractors/teaming partners, have an employment arrangement with the Offeror or its subcontractors/teaming partners, or provide information to the Offeror or its subcontractors/teaming partners regarding its proposal in response to this solicitation. The Offeror shall identify the former Department of the Navy employees or subcontractors/teaming partners, their employment status with the Offeror or its subcontractors/teaming partners, describe their duties with the Offeror or its subcontractors/teaming partners, and whether they have had or will have any involvement with the Offeror's proposal. The Offeror shall also identify any steps taken to mitigate or preclude any competitive advantage that the Offeror could have received. The requirement to identify former employees or subcontractors or teaming partners continues until contract award.

(e) Submission or failure to provide the information in a timely manner does not waive the Government's right to determine that a potential, apparent, or actual conflict of interest exists. If the Government determines that a potential, apparent, or actual conflict of interest exists the Offeror may be deemed ineligible to participate in the current competition. Unequal access to non-public information may be determined to create a conflict of interest. The Government reserves the right to determine which Offerors remain in the competitive range (or, if this is a FAR Part 16 Fair Opportunity source selection or other acquisition using non-FAR Part 15 procedures, which offerors to continue to negotiate with) through the normal source selection process. If the Offeror is not aware of communications addressed in paragraph (c) above or matters covered by paragraph (d) above, the Offeror shall include a statement to that effect in its response to this solicitation. This clause does not limit or expand the requirements of FAR subparts 9.5 or 3.1.

5252.215-9504 WRITTEN RELEASE FOR USE OF NON-GOVERNMENT PERSONNEL IN EVALUATION OF PROPOSALS (NAVAIR) (OCT 2005)

(a) Offerors are hereby notified that non-government participants will have access to the offerors' proposals. The non-government participants are employees of [Expertise from the University Affiliated Research Center (UARC) Johns Hopkins University Applied Physics Laboratory JHU/APL, and MITRE] under contract to the Government. They will serve as technical advisors to the Government and will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. All non-governmental personnel have signed certificates of non-disclosure of source selection information and certificates disclosing any potential financial conflicts of interests, or

their equivalent documents."

(b) By signing below the offeror provides written release to the Government for the disclosure of proprietary information to the non-government participants in the source selection.

Signature of Company Official: To be completed by Offeror

Print Name: *To be completed by Offeror*

Print Title: *To be completed by Offeror*

(c) If the contractor is not willing to provide this consent, written notification to the Procuring Contracting Officer (PCO) is required no later than 30 days prior to the proposal delivery date.

252.215-7015 PROGRAM SHOULD-COST REVIEW (NOV 2019)

(a) The Government has the right to perform a program should-cost review, as described in Federal Acquisition Regulation (FAR) 15.407-4(b). The review may be conducted in support of a particular contract proposal or during contract performance to find opportunities to reduce program costs. The Government will communicate the elements of the proposed should-cost review to the prime contractor (Pub. L. 115-91).

(b) If the Government performs a program should-cost review, upon the Government's request, the Contractor shall provide access to accurate and complete cost data and Contractor facilities and personnel necessary to permit the Government to perform the program should-cost review.

(c) The Government has the right to use third-party experts to supplement the program should-cost review team. The Contractor shall provide access to the Contractor's facilities and information necessary to support the program should-cost review to any third-party experts who have signed non-disclosure agreements in accordance with the FAR 52.203-16.