

N00019-22-C-0048\_LRIP Lot 1 AAC MQ-25 Stingray UAS Flowdowns\_09-13-2022

**U.S. GOVERNMENT CLAUSES**

**Prime Contract N00019-22-C-0048**

**(Based on BDS Customer Contract Requirements (CCR) Terms and Conditions Guide (06/2022) tailored for Prime contract N00019-22-C-0048)**

**Modification/Rev. N/A**

**Customer: Boeing Defense Systems**

**Program: LRIP Lot 1 AAC MQ-25 Stingray UAS**

**Date of Creation: 09-13-2022**

*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 DFAR 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.

**CAUSES INCORPORATED BY REFERENCE:**

<b>CLAUSES</b>	<b>TITLE</b>
52.203-6	<b>Restrictions on Subcontractor Sales to the Government</b> (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subcontract award.
52.203-7	<b>Anti-Kickback Procedures</b> (JUN 2020). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies if this contract exceeds the threshold specified in FAR 3.502-3(i) on the date of subcontract award.
52.203-8	<b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</b> (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
52.203-10	<b>Price or Fee Adjustment for Illegal or Improper Activity</b> (MAY 2014). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.
52.203-11	<b>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</b> (SEP 2007). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions</b> (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.808 on the date of subcontract award. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."
52.203-13	<b>Contractor Code of Business Ethics and Conduct</b> (DEC 2021). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of contract award and has a performance period of more than 120 days.
52.204-2	<b>Security Requirements</b> (MAR 2021). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.
52.204-7	<b>System for Award Management</b> (OCT 2018).
52.204-13	<b>System for Award Management Maintenance.</b> (OCT 2018).. (OCT 2018).
52.204-21	<b>Basic Safeguarding of Covered Information Systems</b> (NOV 2021). This clause applies to the Contract if Seller may have Federal contract information residing in or transiting through its information system.
52.204-23	<b>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</b> (NOV 2021). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.
52.204-25	<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment</b> (NOV 2021). Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered

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	telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email.
52.209-6	<b>Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (NOV 2021).</b> This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award. Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.
52.211-5	<b>Material Requirements (AUG 2000).</b> Any notice will be given to Buyer rather than the Contracting Officer.
52.211-15	<b>Defense Priority and Allocation Requirements (APR 2008).</b> This clause is applicable if a priority rating is noted in this contract.
52.215-2	<b>Audit and Records - Negotiation (JUN 2020).</b> This clause applies if this contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) for which cost or pricing data is required, or (iii) that require Seller to furnish reports as discussed in paragraph (e) of this clause. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.
52.215-10	<b>Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011).</b> This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."
52.215-12	<b>Subcontractor Certified Cost or Pricing Data (JUN 2020).</b> This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) or if there is a contract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."
52.215-14	<b>Integrity of Unit Prices (NOV 2021).</b> This clause applies except for contracts at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of contract award; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial products and commercial services; and petroleum products. Paragraph (b) of the clause is deleted.
52.215-15	<b>Pension Adjustments and Asset Reversions (OCT 2010).</b> This clause applies to this contract if it meets the requirements of FAR 15.408(g).
52.215-18	<b>Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005).</b> This clause applies to this contract if it meets the requirements of FAR 15.408(j).
52.215-19	<b>Notification of Ownership Changes (OCT 1997).</b> This clause applies to this contract if it meets the requirements of FAR 15.408(k).
52.215-21	<b>Requirement for Certified Cost or Pricing Data or Information Other Than Certified</b>

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	<b>Cost and Pricing Data - Modifications</b> (NOV 2021). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-4 (a)(1) on the date of the agreement on price or the date of the award, whichever is later. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."
52.219-8	<b>Utilization of Small Business Concerns</b> (OCT 2018).
52.219-9	<b>Small-Business Subcontracting Plan</b> (NOV 2021). This clause applies if this contract exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10) (v), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its own unique entity identifier, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10)(vi), the following information is provided: the prime contract number is N00019-22-C-0048 , (2) Buyer's unique entity identifier is JJM4FRDZJDX1, and the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISRs is (contact Buyer's Authorized Procurement Representative.)
52.219-9 ALT II	<b>Small-Business Subcontracting Plan Alternate II</b> (NOV 2016). This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance.
52.219-28	<b>Post-Award Small Business Program Representation</b> (SEP 2021). In paragraphs (b) and (c), delete "or, if applicable paragraph (h) of this clause..." Delete paragraph (c) and insert the following paragraph (d) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (e) and (h). Delete paragraph (f) and insert the following paragraph (f) in lieu thereof: "Seller shall make the representation required by paragraphs (b) and (c) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information online in Buyer's SPVR system."
52.222-1	<b>Notice to the Government of Labor Disputes</b> (FEB 1997). The terms "Contracting Officer" shall mean Buyer.
52.222-19	<b>Child Labor - Cooperation with Authorities and Remedies Deviation</b> (JAN 2022). In paragraph (b), the term "solicitation" refers to the prime solicitation. In paragraph (d), the term "Contracting Officer" means Buyer.
52.222-20	<b>Contracts for Materials, Supplies, Articles, and Equipment</b> (JUN 2020). This clause applies if this contract exceeds or may exceed the threshold specified in FAR 22.602 on date of award of the prime contract.
52.222-21	<b>Prohibition of Segregated Facilities</b> (APR 2015).
52.222-26	<b>Equal Opportunity</b> (SEP 2016).
52.222-35	<b>Equal Opportunity for Veterans.</b> (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.
52.222-36	<b>Equal Opportunity for Workers with Disabilities</b> (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.
52.222-37	<b>Employment Reports on Veterans</b> (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-40	<b>Notification of Employee Rights Under the National Labor Relations Act.</b> (DEC 2010).
52.222-50	<b>Combating Trafficking in Persons</b> (NOV 2021). The term "Contractor" shall mean "Seller",

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	except in the paragraph (a) definition of Agent, and except when the term “prime contractor” appears, which shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer, Buyer’s Authorized Procurement Representative” in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer’s Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “Cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).
52.222-54	<b>Employment Eligibility Verification</b> (NOV 2021). This clause applies to all subcontracts that (1) are for (i) services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.
52.223-3	<b>Hazardous Material Identification and Material Safety Data</b> (FEB 2021). This clause applies only if Seller delivers hazardous material under this contract. In paragraph (e), the term Contracting Officer means Buyer. In paragraphs (f) and (h), the term Government means Government or Buyer.
52.223-11	<b>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons</b> (JUN 2016). Seller shall submit the information required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance.
52.223-18	<b>Encouraging Contractor Policies To Ban Text Messaging While Driving</b> (JUN 2020). This clause applies if the contract exceeds the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.
52.224-3	<b>Privacy Training</b> (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".
52.225-13	<b>Restriction on Certain Foreign Purchases</b> (FEB 2021).
52.227-1	<b>Authorization and Consent</b> (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.
52.227-2	<b>Notice and Assistance Regarding Patent and Copyright Infringement</b> (JUN 2020)
52.230-2	<b>Cost Accounting Standards</b> (JUN 2020). Paragraph (b) of this clause is excluded. In this clause, "Contractor" shall mean Seller. Seller shall comply with the clause in effect on Seller’s award date or if Seller has submitted certified cost or pricing data, on the date of final agreement on price as shown on Seller’s signed Certificate of Current Cost or Pricing Data.
52.230-6	<b>Administration of Cost Accounting Standards</b> (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m).
52.232-39	<b>Unenforceability of Unauthorized Obligations</b> (JUN 2013).
52.232-40	<b>Providing Accelerated Payments to Small Business Subcontractors.</b> (NOV 2021). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.
52.244-6	<b>Subcontracts for Commercial Products and Commercial Services</b> (JAN 2022). The clauses in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.
52.245-1	<b>Government Property</b> (SEP 2021). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.
52.246-11	<b>Higher-Level Contract Quality Requirement</b> (DEC 2014). For the applicable higher-level

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	quality standards, refer to the quality requirements defined at the contract line item level.
52.248-1	<b>Value Engineering</b> (JUN 2020). This clause applies only if this contract is valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting office" means US Government contracting office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP. Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations. If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.) Seller's share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government
52.251-1	<b>Government Supply Sources</b> (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

### DFARS CLAUSES

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252.203-7001	<b>Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies</b> (DEC 2008). This clause applies only if this contract exceeds (i) \$100,000.
252.203-7002	<b>REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b> (SEP 2013).
252.203-7003	<b>Agency Office of the Inspector General.</b> (AUG 2019). This clause applies if FAR 52.203-13 applies.
252.204-7000	<b>Disclosure of Information</b> (OCT 2016). Seller shall submit requests for authorization to release information through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.
252.204-7004	<b>Anti-terrorism Awareness Training for Contractors</b> (FEB 2019). This clause applies when Seller performance requires routine physical access to a Federally controlled facility or military institution.
252.204-7015	<b>NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT</b> (MAY 2016).
252.204-7018	<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services</b> (JAN 2021). In paragraph (d), all required reporting shall be to Buyer.
252.204-7020	<b>NIST SP 800-171 DoD Assessment Requirements</b> (NOV 2020). This clause applies unless the contract is for COTS items. Seller is required to have completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for Controlled Unclassified Information (CUI) that is processed, stored, or transmitted on covered contractor information systems

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	relevant to its performance that are not part of an information technology service or system operated on behalf of the government. Seller represents and warrants that it is in compliance with the requirements of DFARS Clause 252.204-7020 as modified by the preceding paragraph.
252.209-7010	<b>Critical Safety Items</b> (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: The identification of any designated critical safety items are included elsewhere in this contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Critical safety items identified and designated in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.
252.211-7003	<b>Item Unique Identification and Valuation</b> (MAR 2016). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause. Any exceptions under paragraph (c) (1) (i) or specific items requiring a unique item identifier in accordance with paragraph (c) (1) (ii)-(v), if any, shall be identified in an exhibit in this contract.
252.222-7006	<b>Restrictions on the Use of Mandatory Arbitration Agreements</b> (DEC 2010). This clause applies to all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of \$1 million, except for contracts for the acquisition of commercial items, including commercially available off-the-shelf-items. Seller agrees to flow down this clause to all covered subcontractors. Seller agrees by accepting this contract that it shall not enter into, and shall not take any action to enforce, any provision of any existing agreements, as describe in paragraph (b)(1) of this clause, with respect to any of Seller's employees or independent contractors performing work for Seller related to this contract.
252.223-7001	<b>Hazard Warning Labels</b> (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract. The term Offeror means Seller.
252.223-7006	<b>Prohibition on Storage, Treatment, And Disposal of Toxic Or Hazardous Materials</b> (SEP 2014). This clause applies if the contract requires, may require, or permits Seller access to a DoD installation. Seller shall include this clause in any of their subcontracts.
252.225-7001	<b>Buy American and Balance of Payments Program</b> (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."
252.225-7002	<b>Qualifying Country Sources as Subcontractors</b> (DEC 2017).
252.225-7009	<b>Restriction on Acquisition of Certain Articles Containing Specialty Metals</b> (DEC 2019). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows: (c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals ( <i>i.e.</i> , specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals ( <i>i.e.</i> , specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).
252.225-7016	<b>Restriction on Acquisition of Ball and Roller Bearings</b> (JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.
252.225-7048	<b>Export-Controlled Items</b> (JUN 2013).
252.225-7972	<b>Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. Deviation</b> (MAY 2020).

<b>CLAUSES</b>	<b>TITLE</b>
252.226-7001	<b>Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns</b> (APR 2019). This clause applies only if this contract exceeds \$500,000.
252.227-7013	<b>Rights in Technical Data -- Noncommercial Items</b> (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense is to be obtained from Seller or Seller's subcontractors for delivery to the Government.
252.227-7014	<b>Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation</b> (FEB 2014). This clause applies when noncommercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.
252.227-7015	<b>Technical Data -- Commercial Items</b> (FEB 2014). This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.
252.227-7016	<b>Rights in Bid or Proposal Information</b> (JAN 2011).
252.227-7019	<b>Validation of Asserted Restrictions - Computer Software</b> (SEP 2016).
252.227-7025	<b>Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends</b> (MAY 2013). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer".
252.227-7027	<b>Deferred Ordering of Technical Data or Computer Software</b> (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.
252.227-7030	<b>Technical Data -- Withholding of Payment</b> (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.
252.227-7037	<b>Validation of Restrictive Markings on Technical Data</b> (SEP 2016).
252.228-7005	<b>Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles</b> (NOV 2019). The term "Administrative Contracting Officer" means Buyer.
252.231-7000	<b>Supplemental Cost Principles</b> (DEC 1991).
252.235-7003	<b>Frequency Authorization-Basic</b> (MAR 2014). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device that utilizes radio frequency spectrum. Seller shall, without further adjustment to contract price or fee, provide all necessary support and documentation to obtain radio frequency spectrum certification and/or authorization. The term "Contracting Officer" shall mean "Buyer."
252.243-7001	<b>Pricing of Contract Modifications</b> (DEC 1991).
252.244-7000	<b>Subcontracts for Commercial Items</b> (JAN 2021).
252.245-7001	<b>Tagging, Labeling, and Marking Of Government-Furnished Property</b> (APR 2012).
252.245-7004	<b>Reporting, Reutilization, and Disposal Deviation</b> (NOV 2021). This clause applies if the contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer." When requested, Seller is required to submit the Plant Clearance Inventory Schedule to Buyer's Authorized Procurement Representative
252.245-7004	<b>Reporting, Reutilization, and Disposal</b> (DEC 2017). This clause applies if this contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer".
252.249-7002	<b>Notification of Anticipated Contract Termination Or Reduction</b> (JUN 2020). "Contracting Officer" shall mean "Buyer". Subparagraph (d)(1) shall be deleted. The phrase "Require that each such subcontractor" of subparagraph (d)(2) shall be deleted.



**CLAUSES APPLICABLE FOR COMMERCIAL ITEMS**

<b>CLAUSES</b>	<b>TITLE</b>
52.203-13	<b>Contractor Code of Business Ethics and Conduct</b> (DEC 2021). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of contract award and has a performance period of more than 120 days.
52.203-15	<b>Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009</b> (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.
52.203-19	<b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</b> (JAN 2017).
52.204-21	<b>Basic Safeguarding of Covered Information Systems</b> (NOV 2021). This clause applies to the Contract if Seller may have Federal contract information residing in or transiting through its information system.
52.204-23	<b>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</b> (NOV 2021). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.
52.204-25	<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment</b> (NOV 2021).
52.209-6	<b>Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment</b> (NOV 2021). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award. Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.
52.219-8	<b>Utilization of Small Business Concerns</b> (OCT 2018).
52.222-21	<b>Prohibition of Segregated Facilities</b> (APR 2015).
52.222-36	<b>Equal Opportunity</b> (SEP 2016).
52.222-35	<b>Equal Opportunity for Veterans.</b> (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.
52.222-36	<b>Equal Opportunity for Workers with Disabilities</b> (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.
52.222-37	<b>Employment Reports on Veterans</b> (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-40	<b>Notification of Employee Rights Under the National Labor Relations Act.</b> (DEC 2010).
52.222-50	<b>Combating Trafficking in Persons</b> (NOV 2021). The term "Contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting

CLAUSES	TITLE
	Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).
52.222-50 ALT I	<b>Combating Trafficking in Persons Alternate I</b> (MAR 2015).
52.222-54	<b>Employment Eligibility Verification</b> (NOV 2021). This clause applies to all subcontracts that (1) are for (i) services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.
52.222-55	<b>Minimum Wages for Contractor Workers Under Executive Order 14026</b> (JAN 2022). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.
52.222-62	<b>Paid Sick Leave Under Executive Order 13706</b> (JAN 2017). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.
52.224-3 ALT I	<b>Privacy Training Alternate I</b> (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".
52.224-3	<b>Privacy Training</b> (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".
52.225-26	<b>Contractors Performing Private Security Functions Outside the United States</b> (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.
52.232-40	<b>Providing Accelerated Payments to Small Business Subcontractors.</b> (NOV 2021). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.
52.244-6	<b>Subcontracts for Commercial Products and Commercial Services</b> (JAN 2022). The clauses in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.
52.245-1	<b>Government Property</b> (SEP 2021). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.
52.247-64	<b>Preference for Privately Owned U.S.-Flag Commercial Vessels</b> (NOV 2021). This clause does not apply if this contract is for the acquisition of commercial products or commercial services unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
252.203-7002	<b>REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</b> (SEP 2013).
252.204-7000	<b>Disclosure of Information</b> (OCT 2016). Seller shall submit requests for authorization to release information through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

CLAUSES	TITLE
252.204-7004	<b>Anti-Terrorism Awareness Training for Contractors</b> (FEB 2019). This clause applies when Seller performance requires routine physical access to a Federally controlled facility or military institution.
252.204-7015	<b>NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT</b> (MAY 2016).
252.204-7018	<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services</b> (JAN 2021). In paragraph (d), all required reporting shall be to Buyer.
252.204-7020	<b>NIST SP 800-171 DoD Assessment Requirements</b> (NOV 2020). This clause applies unless the contract is for COTS items. Seller is required to have completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for Controlled Unclassified Information (CUI) that is processed, stored, or transmitted on covered contractor information systems relevant to its performance that are not part of an information technology service or system operated on behalf of the government. Seller represents and warrants that it is in compliance with the requirements of DFARS Clause 252.204-7020 as modified by the preceding paragraph.
252.211-7003	<b>Item Unique Identification and Valuation</b> (MAR 2016). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause. Items subject to the requirements of DFARS 252.211-7003, if any, shall be identified in an exhibit in this contract.
252.225-7001	<b>Buy American and Balance of Payments Program-Basic</b> (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."
252.225-7009	<b>Restriction on Acquisition of Certain Articles Containing Specialty Metals</b> (DEC 2019). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows: (c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals ( <i>i.e.</i> , specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals ( <i>i.e.</i> , specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).
252.225-7048	<b>Export-Controlled Items</b> (JUN 2013).
252.225-7972	<b>Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems.</b> (MAY 2020).
252.226-7001	<b>Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.</b> (APR 2019). This clause applies if this Contract exceeds \$500,000.
252.227-7013	<b>Rights in Technical Data -- Noncommercial Items</b> (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense is to be obtained from Seller or Seller's subcontractors for delivery to the Government.
252.227-7015	<b>Technical Data -- Commercial Items</b> (FEB 2014). This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.
252.227-7037	<b>Validation of Restrictive Markings on Technical Data</b> (SEP 2016).
252.243-7001	<b>Pricing of Contract Modifications</b> (DEC 1991).
252.244-7000	<b>Subcontracts for Commercial Items</b> (JAN 2021).

**OTHER – NAVAIR CLAUSES:**

CLAUSES	TITLE
5252.204-9505	<p><b>SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR) (NOV 2017).</b></p> <p>(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&amp;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: <a href="https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf">https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf</a>. 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.</p> <p>(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 TPCO 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.</p> <p>(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.</p> <p>(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.</p>
5252.211-9510	<p><b>CONTRACTOR EMPLOYEES (MAY 2011).</b> Seller shall flow this clause to subcontractors at all tiers.</p>
5252.223-9501	<p><b>Material Safety Data Sheet (MSDS) (APR 2009).</b> Applies when Seller ships hazardous materials. The electronic copy addresses in paragraph (a) apply when Seller is required to ship directly to the Government. Otherwise, the electronic copy shall be sent to Buyer. In (b), "Government" means Government or Buyer.</p>
5252.228-9500	<p><b>Additional Definitions with Respect to "Ground and Flight Risk" Clause (DEC 1991).</b></p>

**SPECIAL PRIME CONTRACT PROVISIONS AND H CLAUSES:****C-TXT-PDNT Protection of Department of Navy Trademarks (DEC 2020)**

The Seller shall not assert any claim in any jurisdiction based on a trademark or other name or design-based causes of action that are based on rights the Seller believes it has in the term(s) “MQ-25” and “Stingray” (the “Designations”) against the Government or others authorized by the Government to use the Designations, 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 (Buyer) and its subcontractors and suppliers (Sellers) at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

**H-3 - DFARS 252.227-7013, 252.227-7014, and 252.227-7015 CLARIFICATION OF POST- AWARD IDENTIFICATION AND ASSERTIONS**

- (1) For any new information or inadvertent omissions in the Data Rights Assertions List (DRAL) identified during the performance of this contract, the Seller 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 Seller 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 the Attachment 18 Addendum to End User License Agreement.
- (2) With respect to each assertion submitted in the DRAL post-award, the Seller shall specify in the “Basis for Assertion” column, the CDRL Item, SOW paragraph(s), and Work Breakdown Structure 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 Seller’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.
- (3) Commercial and Special License Rights Assertions
  - Commercial technical data and/or computer software new information or inadvertent omissions shall be asserted in the DRAL by stating in the “Basis for Assertion” column the name of the commercial license and asserting in the “Asserted Rights Category” column “Commercial.” Seller shall provide a copy of the commercial license to Buyer.
  - Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the OMIT license set forth in H-2 shall be asserted in 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 “Government Purpose Rights, 10 year expiration date.” H-2 is currently in negotiations and will be added when negotiations complete.
  - Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Verification Data special negotiated license set forth in H-6 shall be asserted in the DRAL by stating in the “Basis for Assertion” column that the noncommercial

technical data and/or computer software was developed exclusively at private expense and asserting in the "Asserted Rights Category" column "Special License Rights IAW H-6."

- (4) The Seller 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 within 90 calendar days of license purchase or at least 90 calendar days prior to delivery, whichever occurs first.
- (5) The Seller shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

#### **H-4 - COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT**

- (a) It is anticipated that the Seller may 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: (1) the user's modifications to the OSS or (ii) any software that the user "combines" with the OSS. If the Seller uses OSS in the performance of this contract, the Seller must ensure that the use of the OSS complies with subsection (c) of this clause.
- (c) Commercial Computer Software. The Seller 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 NAVAIR has determined are inconsistent with Federal procurement law or do not otherwise satisfy user needs are incorporated into an addendum.

The Seller shall provide copies of the license agreements within 90 calendar days of license purchase or at least 90 calendar days prior to delivery, whichever occurs first.

#### **H-6 - 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. Test Data, as used in this clause, is defined as any noncommercial Air System Level 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. 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 Seller 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 Seller shall deliver all Verification Data collected to support requirements verification.
- (d) The Seller 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-4 (Commercial Computer Software); or
  - (3) a tool or plugin developed by the Seller to which the Seller 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).

These tools shall provide the DoD and DoD contractors (with a legitimate Government purpose) an equivalent ability as that of the Seller 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. Copies of the license shall be provided for incorporation into the contract. Any changes to the software programs identified from the time of award shall be submitted to the Government, via the Buyer, for approval.

- (e) Prior Government Rights Established for Verification Data
  - (1) The Seller hereby agrees that previously obtained rights shall continue to apply, without modification, with regard to verification data in support of test activities which were delivered to the Government with the special negotiated license rights set forth in contract N00019-18-C- 1012. The original expiration date established for the DOD restrictions in accordance with this license (30 August 2028) shall remain unchanged.
- (f) Subcontractors and Suppliers. The Seller shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.