

**N00039-15-D-0007_Mod P00027_Multi-Functional Information Distribution System – Joint
Tactical Radio System (MIDS JTRS) Flowdowns_10-05-2022**

U.S. GOVERNMENT CLAUSES

Prime Contract Number: N00039-15-D-0007

Modification/Rev. Number: P00027

DPAS Rating: DO-A7

Date of Creation: 10-05-2022

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.

CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

Reference	Date	Clause
52.202-1	NOV 2013	Definitions
52.203-3	APRIL 1984	Gratuities
52.203-5	MAY 2014	Covenant Against Contingent Fees
52.203-6	SEPT 2006	Restrictions On Subcontractor Sales to The Government
52.203-7	MAY 2014	Anti-Kickback Procedures
52.203-8	MAY 2014	Cancellation, Rescission and Recovery of funds for Illegal or Improper Activity
52.203-10	MAY2014	Price or Fee Adjust. For Illegal or Improper Activity
52.203-12	OCT 2010	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	APRIL 2010	Limitation On Payments to Influence Certain Federal Transactions
52.203-17	APRIL 2014	Contractor Employee Whistleblower rights requirement to inform Employees of Whistleblower rights
52.204-2	AUG 1996	Security Requirements
52.204-4	MAY 2011	Printed or Copied Double Sided on Postconsumer Fiber Content Paper
52.204-9	JAN 2011	Personal Identity Verification of Contractor Personnel
52.204-10	JULY 2013	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-12	DEC 2012	Data Universal Numbering System Number Maintenance
52.204-13	JULY 2013	System for Award Management Maintenance
52.204-24	AUG 2019	Representations regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	AUG 2020	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Including full text of para. (e) and excluding para. (b) (2).
52.209-6	AUG 2013	Protecting the Govt Interest when Subcontracting w/ Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	JULY 2013	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	DEC 2014	Prohibition on contracting with Inverted Domestic Corporations
52.210-1	APRIL 2011	Market Research
52.211-5	AUG 2000	Material Requirements
52.211-15	APRIL 2008	Defense Priority and Allocation Requirements
52.215-2	OCT 2010	Audit and Records - Negotiation
52.215-8	OCT 1997	Order of Precedence - Uniform Contract Format
52.215-10	AUG 2011	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	AUG 2011	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215-12	OCT 2010	Subcontractor Certified Cost or Pricing Data
52.215-13	OCT 2010	Subcontractor Certified Cost or Pricing Data – Modifications with Deviation 2018-O0015 (May 2018)
52.215-14 (ALT I)	OCT 1997	Integrity of Unit Prices (Oct 2010) - Alternate I
52.215-15	OCT 2010	Pension Adjustments and Asset Reversions

Reference	Date	Clause
52.215-18	JULY 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	OCT 1997	Notification of Ownership Changes
52.215-21	OCT 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Cost or Pricing Data Modifications
52.215-23 (ALT I)	OCT 2009	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.216-7	JUNE 2013	Allowable Cost and Payment
52.216-8	JUNE 2011	Fixed Fee
52.216-10	JUNE 2011	Incentive Fee
52.216-11	APRIL 1984	Cost Contract – No fee
52.216-24	APRIL 1984	Limitation Of Government Liability
52.216-26	DEC 2002	Payments Of Allowable Costs Before Definitization
52.219-4	OCT 2014	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
52.219-8	OCT 2014	Utilization of Small Business Concerns
52.219-9 (ALT II)	OCT 2001	Small Business Subcontracting Plan (OCT 2014)
52.219-16	JAN 1999	Liquidated Damages – Subcontracting Plan
52.219-25	JULY 2013	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.219-28	JULY 2013	Post-Award Small Business Program Re-representation
52.222-3	JUNE 2003	Convict Labor
52.222-17	MAY 2014	Non-displacement of Qualified Workers
52.222-19	JAN 2014	Child Labor - Cooperation with Authorities and Remedies
52.222-20	MAY 2014	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
52.222-21	FEB 1999	Prohibition of Segregated Facilities
52.222-26	MARCH 2007	Equal Opportunity
52.222-29	JUNE 2003	Notification Of Visa Denial
52.222-35	JULY 2014	Equal Opportunity for Veterans
52.222-36	JULY 2014	Equal Opportunity for Workers with Disabilities
52.222-37	JULY 2014	Employment Reports on Veterans and Veterans
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	MARCH 2015	Combating Trafficking in Persons
52.222-54	OCT 2015	Employment Eligibility Verification
52.223-5	MAY 2011	Pollution Prevention and Right-to-Know Information
52.223-6	MAY 2001	Drug-Free Workplace
52.223-18	AUG 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-13	JUNE 2008	Restrictions on Certain Foreign Purchases
52.227-1	DEC 2007	Authorization and Consent
52.227-2	DEC 2007	Notice And Assistance Regarding Patent And Copyright Infringement
52.227-3 (ALT II)	APRIL 1984	Patent Indemnity - Alternate II
52.227-10	DEC 2007	Filing of Patent Applications - Classified Subject Matter and ALT I

Reference	Date	Clause
		(JUNE 1989)
52.228-7	MARCH 1996	Insurance - Liability To Third Persons
52.229-3	FEB 2013	Federal, State and Local Taxes
52.229-6	FEB 2013	Taxes - Foreign Fixed-Price Contracts
52.230-2	MAY 2014	Cost Accounting Standards
52.230-3	MAY 2014	Disclosure And Consistency of Cost Accounting Practices
52.230-6	JUNE 2010	Administration of Cost Accounting Standards
52.232-1	APRIL 1984	Payments
52.232-2	MAY 2014	Payments Under Fixed-Price Research and Development Contracts
52.232-8	FEB 2002	Discounts for Prompt Payment
52.232-9	APRIL 1984	Limitation On Withholding of Payments
52.232-11	APRIL 1984	Extras
52.232-16 (DEV)	MARCH 2020	Progress Payments (DEVIATION 2020-O0010)
52.232-16 Alt III	APRIL 2003	Progress Payments - Alternate III
52.232-17	MAY 2014	Interest
52.232-20	APRIL 1984	Limitation of Cost
52.232-22	APRIL 1984	Limitation of Funds
52.232-25 (ALT I)	JULY 2013 & FEB 2002	Prompt Payment with ALT I (FEB 2002)
52.232-39	JUNE 2013	Unenforceability of Unauthorized Obligations
52.232-40	DEC 2013	Providing Accelerated payments to Small Business Subcontractors
52.233-1 (ALT I)	MAY 2014 & DEC 1991	Disputes – Alternate I
52.233-3 (ALT I)	AUG 1996 & JUNE 1985	Protest After Award – Alternate I
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.237-3	JAN 1991	Continuity of Services
52.239-1	AUG 1996	Privacy or Security Safeguards
52.242-1	APRIL 1984	Notice of Intent to Disallow Costs
52.242-3	MAY 2014	Penalties for Unallowable Costs
52.242-4	JAN 1997	Certification of Final Indirect Costs
52.242-13	JULY 1995	Bankruptcy
52.242-15 (ALT I)	APRIL 1984	Stop Work Order – Alternate I
52.242-17	APRIL 1984	Government Delay of Work
52.243-1 (ALT I)	AUG 1987 & APRIL 1984	Changes - Fixed-Price – Alternate I
52.243-1	APRIL 1984	Changes - Fixed-Price - Alternate II
52.243-2 (ALT I)	AUG 1987 & APRIL 1984	Changes – Cost Reimbursement – Alternate I
52.243-2 (ALT II)	AUG 1987 & APRIL 1984	Changes – Cost Reimbursement – Alternate II
52.243-6	APRIL 1984	Change Order Accounting
52.243-7	APRIL 1984	Notification of Changes

Reference	Date	Clause
52.244-5	DEC 1996	Competition in Subcontracting
52.244-6	NOV 2017	Subcontracts for Commercial Items
52.245-1	JAN 2017	Government Property
52.245-9	APR 2012	Use and Charges
52.246-2	AUG 1996	Inspection of Supplies – Fixed Price
52.246-3	MAY 2001	Inspection Of Supplies Cost - Reimbursement
52.246-4	AUG 1996	Inspection Of Services - Fixed Price
52.246-5	APRIL 1984	Inspection Of Services Cost - Reimbursement
52.246-7	AUG 1996	Inspection of Research and Development - Fixed Price
52.246-8	MAY 2001	Inspection of Research and Development - Cost Reimbursement
52.246-16	APRIL 1984	Responsibility For Supplies
52.246-24 ALT I	APRIL 1984	Limitation of Liability - High-Value Items – ALT I.
52.246-25	FEB 1997	Limitation of Liability - Services
52.247-30	FEB 2006	F.O.B. Origin, Contractor's Facility
52.247-34	NOV 1991	F.O.B. Destination
52.247-48	FEB 1999	F.O.B. Destination - Evidence Of Shipment
52.247-55	JUNE 2003	F.O.B. Point for Delivery Of Government-Furnished Property
52.247-63	JUNE 2003	Preference for U.S. Flag Air Carriers
52.247-67	FEB 2006	Submission of Transportation Documents for Audit
52.248-1	OCT 2010	Value Engineering
52.249-2	APRIL2012	Termination for Convenience of The Government (Fixed-Price)
52.249-6	MAY 2004	Termination (Cost-Reimbursement)
52.249-8	APRIL 1984	Default (Fixed-Price Supply and Service)
52.249-14	APRIL 1984	Excusable Delays
52.251-1	APRIL 2012	Government Supply Sources
52.251-2	JAN 1991	Interagency Fleet Management System Vehicles and Related Services
52.252-2	FEB 1998	Clauses Incorporated by Reference
52.253-1	JAN 1991	Computer Generated Forms

DFARS CLAUSES

Reference	Date	Clause
252.201-7000	DEC 1991	Contracting Officer's Representative
252.203-7000	SEPT 2011	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	DEC 2008	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	SEP 2013	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	DEC 2012	Agency office of the Inspector General
252.203-7004	JAN 2015	Display of Hotline Posters
252.204-7000	AUG 2013	Disclosure of Information
252.204-7002	DEC 1991	Payment For Subline Items Not Separately Priced
252.204-7003	APR 1992	Control of Government Personnel Work Product
252.204-7005	NOV 2001	Oral Attestation of Security Responsibilities
252.204-7012	NOV 2013	Safeguarding Covered Defense Information and Cyber

Reference	Date	Clause
		Incident Reporting
252.204-7018	DEC 2006	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.209-7004	OCT 2015	Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.211-7000	OCT 2010	Acquisition Streamlining
252.211-7005	NOV 2005	Substitutions for Military or Federal Specifications and Standards
252.211-7006	SEPT 2011	Passive Radio Frequency Identification
252.211-7007	AUG 2012	Reporting of Government-Furnished Property
252.211-7008	SEP 2010	Use of Government-Assigned Serial Numbers
252.215-7000	DEC 2012	Pricing Adjustments
252.215-7002	DEC 2012	Cost Estimating System Requirements
252.217-7027	DEC 2012	Contract Definitization
252.219-7003	OCT 2014	Small Business Subcontracting Plan (DOD Contracts)
252.222-7006	DEC 2010	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7002	MAY 1994	Safety Precautions for Ammunition and Explosives
252.223-7004	SEP 1988	Drug Free Work Force
252.223-7006	SEP 2014	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.223-7008	JUNE 2013	Prohibition of Hexavalent Chromium
252.225-7002	DEC 2012	Qualifying Country Sources As Subcontractors
252.225-7004	OCT 2010	Report of Intended Performance Outside the United States and Canada--Submission after Award
252.225-7012	FEB 2013	Preference for Certain Domestic Commodities
252.225-7013	NOV 2014	Duty-Free Entry - Basic
252.225-7016	JUNE 2011	Restriction On Acquisition of Ball and Roller Bearings
252.225-7021	NOV 2014	Trade Agreements - Basic
252.225-7027	APRIL 2003	Restrictions on Contingent Fees for Foreign Military Sales
252.225-7028	APRIL 2003	Exclusionary Policies and Practices Of Foreign Government
252.225-7033	APRIL 2003	Waiver of United Kingdom Levies
252.225-7041	JUNE 1997	Correspondence in English
252.225-7043	MARCH 2006	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
252.225-7048	JUNE 2013	Prohibition on Procurement of Foreign made Unmanned Aircraft Systems (DEV 2020-O-0015)
252.226-7001	SEP 2004	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns
252.227-7000	OCT 1966	Non-estoppel
252.227-7001	AUG 1984	Release of Past Infringement
252.227-7002	OCT 1966	Readjustment of Payments
252.227-7013	FEB 2014	Rights in Technical Data – Non-Commercial Items. Refer to the full text of this clause for legends.
252.227-7014	FEB 2014	Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation. Refer to the full text of this clause for legends.
252.227-7015	FEB 2014	Technical Data - Commercial Items
252.227-7016	JAN 2011	Rights in Bid or Proposal Information

Reference	Date	Clause
252.227-7017	JAN 2011	Identification and Assertion of Use, Release or Disclosure Restrictions
252.227-7019	SEP 2011	Validation of Asserted Restrictions - Computer Software
252.227-7027	APRIL 1988	Deferred Ordering of Technical Data or Computer Software
252.227-7030	MARCH 2000	Technical Data - Withholding of Payment
252.227-7037	JUNE 2013	Validation of Restrictive Markings on Technical Data
252.228-7006	DEC 1998	Compliance With Spanish Laws and Insurance
252.229-7002	JUNE 1997	Customs Exemptions (Germany)
252.229-7003	MARCH 2012	Tax Exemptions (Italy)
252.229-7005	MARCH 2012	Tax Exemptions (Spain)
252.231-7000	DEC 1991	Supplemental Cost Principles
252.232-7002	DEC 1991	Progress Payments for Foreign Military Sales Acquisitions
252.232-7004 (Dev)	MARCH 2020	DoD Progress Payment Rates (DEVIATION 2020-O0010)
252.232-7008	JUNE 1997	Assignment of Claims (Overseas)
252.232-7010	DEC 2006	Levies on Contract Payments
252.233-7001	JUNE 1997	Choice of Law (Overseas)
252.234-7002	MAY 2011	Earned Value Management System
252.234-7004	NOV 2014	Cost and Software Data Reporting System - Basic
252.235-7003	MARCH 2014	Frequency Authorization
252.239-7001	JAN 2008	Information Assurance Contractor Training and Certification
252.242-7004	MAY 2011	Material Management and Accounting System
252.242-7005	FEB 2012	Contractor Business Systems
252.242-7006	FEB 2012	Accounting System Administration
252.243-7001	DEC 1991	Pricing of Contract Modifications
252.243-7002	DEC 2012	Requests for Equitable Adjustment
252.244-7000	JUNE 2013	Subcontracts for Commercial Items
252.244-7001	MAY 2014	Contractor Purchasing System Administration
252.245-7001	APRIL 2012	Tagging, Labeling, and Marking of Government-Furnished Property
252.245-7002	APRIL 2012	Reporting Loss of Government Property
252.245-7003	APRIL 2012	Contractor Property Management System Administration
252.245-7004	MAY 2013	Reporting, Reutilization, and Disposal
252.246-7000	MARCH 2008	Material Inspection and Receiving Report
252.246-7001	MARCH 2014	Warranty of Data
252.246-7003	JUNE 2013	Notification of Potential Safety Issues
252.246-7007	MAY 2014	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.249-7002	OCT 2010	Notification of Anticipated Contract Termination or Reduction

CLAUSES INCORPORATED IN FULL TEXT:**FAR AND DFAR CLAUSES INCORPORATED IN FULL TEXT:****52.216-18 – ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule at contract award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-22 - INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after delivery/task order expiration.

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 five (5) years after the award of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract unless the parties otherwise agree.

52.223-3 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (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.
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(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 subparagraph (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.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

The Contractor shall insert the name of the substance(s).

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

52.234-4 - EARNED VALUE MANAGEMENT SYSTEM (MAY 2014)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall:

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR

at (1) Exercise of significant options or:

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or an authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: (Insert list of applicable subcontractors.)

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

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. ISO 9001:2008 of November 2008; ISO/IEC 90003:2004 of February 2004 ISO 10012:2003 of April 2003 AQAP 2110, Edition 3 of November 2009 AQAP 2120, Edition 3 of November 2009 AQAP 2130, Edition 3 of November 2009 AQAP 2210, Edition 1 of November 2006

(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.

52.247-67 - SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to Buyer's designated procurement representative.

52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998) This Agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. **The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.**

OTHER: NAVAIR CLAUSES**5252.204-9200 - SECURITY REQUIREMENTS (DEC 1999)**

The work to be performed under this contract as delineated in the DD Form 254, Attachment "F" involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer named on the DD Form 254.

Prohibited Packing Materials

The use of asbestos, excelsior, newspaper, or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

5252.209-9206 - EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active-duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

5252.219-9201 - SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small, disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby made a part of this contract.

5252.225-9200 - OFFSHORE PROCUREMENT OF COMSEC EQUIPMENT (MAY 1996)

Due to the unique sensitivity of Communications Security and to maintain rigid control over the integrity of COMSEC equipment, no subcontracts or purchase orders which involve design, manufacture, production, assembly or test in a location not in the United States, of equipment, assemblies, accessories or parts performing cryptographic functions shall be made under this contract without prior specific approval of the Contracting Officer. The Contractor further agrees to include this clause in any and all subcontracts he may let pursuant to this contract for equipment, assemblies, accessories or parts.

5252.227-9206 - SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 2008)

(a) This contract contains either FAR 52.227-11 "Patent Rights--Ownership by the Contractor" clause and DFARS 252.227-7039 "Patents - Reporting of Subject Inventions" or DFARS 252.227-7038 "Patent Rights--Ownership by the Contractor (Large Business)" clause, or FAR 52.227-13 "Patent Rights--Ownership by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

SPAWAR HQ

Policy Branch, Code 2.3.2
Contract Closeout
4301 Pacific Highway
San Diego, CA 92110-3127

(d) The SPAWAR Office of Patent Counsel, Code 360012, will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

5252.227-9207 - LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken

reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

5252.228-9201 LIABILITY INSURANCE - COST TYPE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 “Insurance--Liability to Third Persons” clause and shall be maintained in the minimum amounts shown:

- (1) Workers’ compensation and employers’ liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person, \$500,000 per occurrence, 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

5252.231-9200 - REIMBURSEMENT OF TRAVEL COSTS (SEP 2003) ALTERNATE I (SEP 2001)

If the contract is a definite or indefinite delivery contract (i.e., requirements, indefinite quantity), add the following two sentences after paragraph (a)(6) of the basic Clause 5252.231-9200 “Reimbursement of Travel Costs”:

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

5252.231-9200 - REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**(a) Contractor Request and Government Approval of Travel**

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States.

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work).

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency;

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or;

(vi) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

(vii) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

5252.237-9602 - CONTRACTOR IDENTIFICATION (MAY 2004)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

5252.247-9201 - MILSTAMP INFORMATION (SEP 1989)

When shipping material or arranging for the acquisition and shipment of supplies by the Contractor through the use of military controlled transport, or through military transshipment facilities, Military Standard Transportation and Movement Procedures (MILSTAMP) are required under this contract. The cognizant contract administration office is the point of contact to which the Contractor shall provide necessary information to effect MILSTAMP documentation and movement control including air or water terminal shipment clearances and to obtain data necessary for shipment marking and freight routing. The contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant contract administration office.

OTHER: PRIME CONTRACT N00039-15-D-0007 – SPECIAL CONTRACT PROVISIONS AND “H” CLAUSES**SPECIALY NEGOTIATED LICENSE RIGHTS IN THE MIDS JTRS COMPUTER SOFTWARE PRODUCT END ITEMS – SOFTWARE EXECUTABLES (CDRL B00T)**

Pursuant to DFARS 252.227-7013(b)(4) and DFARS 252.227-7014(b)(4), incorporated into this contract by reference, the U.S. Government and the Contractor agree to these specially negotiated license rights in the MIDS JTRS Computer Software Product End Items – Software Executables (CDRL B00T). The terms and conditions contained in this license are in addition to those terms and conditions already identified in DFARS 252.227-7013 and DFARS 252.227-7014.

The Contractor grants or shall obtain for the U.S. Government the following, nonexclusive, irrevocable license rights in the MIDS JTRS Computer Software Product End Items – Software Executables:

- (i) The U.S. Government shall have Unlimited Rights, as defined in DFARS 252.227-7013 and DFARS 252.227-7014, in the MIDS JTRS Computer Software Product End Items – Software Executables with the exception of the software executables associated with ViaSat’s PSIAM technology in the Cryptographic Sub-System (CSS) Circuit Card Assembly (CCA) (i.e., Security Engine, Security parameter Manager, Fill Processor, Alarm/Zeroize Control, Reconciliator, Arbitrator, and Comparator). For those executables associated with ViaSat’s PSIAM technology in the CSS lamina, the U.S. Government may use, release, perform, display or disclose those executables within the U.S. Government without restriction, and shall have the right to release or disclose those executables outside the U.S. Government and authorize those persons to whom release or disclosure has been made to use the executables for MIDS JTRS purposes only. Further, the U.S. Government shall prohibit those persons to whom release or disclosure is made of the executables associated with ViaSat’s PSIAM technology in the CSS CCA from reverse engineering those executables, except when the release or disclosure of those executables has been made as a result of their installation in a MIDS JTRS terminal.
- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

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(a) Pursuant to DFARS 252.227-7013(b)(4) and DFARS 252.227-7014(b)(4), incorporated into this contract by reference, the U.S. Government and the Contractor agree to these specially negotiated license rights in the MIDS JTRS SV Test Procedures (CDRL B007); Regression SV Report (CDRL B008); TOC (CDRL B00B); FSDA (CDRL B00C); CSS SRS (CDRL B00L) and the CSS portions only of the SPS (CDRL B00U); SDD (CDRL B012); Joint Software FQT Description (CDRL B011); the Engineering Drawings, Computer Software and Configuration Item Database (CDRL B005); and Joint Software FQT Report (CDRL B014) associated with ViaSat's PSIAM technology in the MIDS JTRS CSS Circuit Card Assembly (CCA) (i.e., Security Engine, Security Parameter Manager, Fill Processor, Alarm/Zeroize Control, Reconciliator, Arbiter, and Comparator). The terms and conditions contained in this license are in addition to those terms and conditions already identified in DFARS 252.227-7013 and DFARS 252.227-7014.

(b) The Contractor grants or shall obtain for the U.S. Government the following, nonexclusive, irrevocable license rights in the MIDS JTRS SV Test Procedures; Regression SV Report; TOC; FSDA; CSS SRS and the CSS portions only of the SPS; SDD; Joint Software FQT Description; Engineering Drawings, Computer Software and Configuration Item Database; and Joint Software FQT Report associated with ViaSat's PSIAM technology in the MIDS JTRS CSS CCA (i.e., Security Engine, Security Parameter Manager, Fill Processor, Alarm/Zeroize Control, Reconciliator, Arbiter, and Comparator):

(i) The U.S. Government may use, modify, release, perform, display or disclose the MIDS JTRS SV Test Procedures; Regression SV Report; TOC; FSDA; CSS SRS and the CSS portions only of the SDD; Joint Software FQT Description and Joint Software FQT Report within the U.S. Government without restriction except for those parts of the MIDS JTRS SV Test Procedures; Regression SV Report; TOC; FSDA; CSS SRS and the CSS portions only of the SDD; Joint Software FQT Description; and Joint Software FQT Report associated with ViaSat's PSIAM technology in the MIDS JTRS CSS CCA (i.e., Security Engine,

Security Parameter Manager, Fill Processor, Alarm/Zeroize Control, Reconciliator, Arbiter, and Comparator), which may be used within the U.S. Government for U.S. Government MIDS JTRS purposes only, including FMS, in accordance with DFARS 252.227-7014(a)(10);

(ii) The U.S. Government may use, modify, release, perform, display or disclose the MIDS JTRS CSS portions only of the SPS and Engineering Drawings, Computer Software and Configuration Item Database within the U.S. Government without restriction except for those parts of the MIDS JTRS CSS portions only of the SPS associated with ViaSat's PSIAM technology in the MIDS JTRS CSS CCA (i.e., Security Engine, Security Parameter Manager, Fill Processor, Alarm/Zeroize Control, Reconciliator, Arbiter, and Comparator), which may be used within the U.S. Government for U.S. Government MIDS JTRS purposes only, including FMS, in accordance with DFARS 252.227-7014(a)(10), except for the source code associated with the CSS portions only of the SPS and the Engineering Drawings, Computer Software and Configuration Item Database which shall be delivered by ViaSat to the National Security Agency (NSA) only. Accordingly, ViaSat releases the Department of Defense, including all of its components and agencies other than the NSA from any and all liability associated with the NSA's or any other person's use and/or disclosure of such source code; and

(iii) The U.S. Government shall have Unlimited Rights, as defined in DFARS 252.227-7013 and DFARS 252.227-7014, in the MIDS JTRS SV Test Procedures; Regression SV Report; TOC; FSDA; CSS SRS and the CSS portions only of the SPS; SDD; Joint Software FQT Description; Engineering Drawings, Computer Software and Configuration Item Database; and Joint Software FQT Report, except for those parts of the MIDS JTRS SV Test Procedures; Regression SV Report; TOC; FSDA; SPS; SDD; CSS SRS and the CSS portions only of the Joint Software FQT Description, Engineering Drawings, Computer Software and Configuration Item Database and Joint Software FQT Report associated with the ViaSat's PSIAM technology in the MIDS JTRS CSS CCA (i.e., Security Engine, Security Parameter Manager, Fill Processor, Alarm/Zeroize Control, Reconciliator, Arbiter, and Comparator). Those parts of the MIDS JTRS SV Test Procedures; Regression SV Report; TOC; FSDA; CSS SRS and the CSS portions only of the SPS; SDD; Joint Software FQT Description; CSS only portions of the Engineering Drawings, Computer Software and Configuration Item Database; and Joint Software FQT Report associated with

ViaSat's PSIAM technology in the MIDS JTRS CSS CCA may not be released outside of the U.S. Government; however, upon written notification to ViaSat, ViaSat will release those parts to BAE Systems, which may only be used by BAE Systems for U.S. Government MIDS JTRS purposes, including FMS, in accordance with DFARS 252.227-7014(a)(10).

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MIDS JTRS THIRD PARTY TRANSACTIONS

(a) Definitions. For the purposes of this clause:

"Foreground Information" is defined as any information generated under the Program.

"Information" is defined as any information, knowledge, or data, regardless of form or characteristics including: that of a scientific or technical nature, threat, experimental and test data, designs, semiconductor mask works and topography, improvements, photographs, reports, manuals, specifications, processes, techniques, inventions, technical writings, computer software, sound recordings, pictorial reproductions, drawings and other graphical representations; whether on magnetic tape, in computer memory or in whatever form presented, and whether or not subject to copyright or other legal protection.

"MIDS JTRS Equipment" is defined as program equipment, including hardware and software that is produced or supported through contracts managed by the PMA/PMW 101 MIDS Program Office. MIDS JTRS Equipment may be an end item, a system, or a component. MIDS JTRS Equipment includes all MIDS JTRS Terminal configurations. MIDS JTRS Equipment excludes special tooling and test equipment.

“Third Party” is defined as any entity that desires to obtain MIDS JTRS Equipment and Foreground Information outside of this contract, i.e, not through an order placed under this contract.

“Procuring Contracting Officer” is defined in Section G, Clause G-5 “Designation of Procurement Contracting Officer and Appointment of Ordering Officer(s)” of this contract.

(b) Restriction. The contractor, and all of its subcontractors, are prohibited from selling, entering into a contract to sell, transferring title of, or disclosing or transferring possession of, any MIDS JTRS Equipment or Foreground Information, exclusive of any MIDS JTRS Equipment or Foreground Information that has been approved for public release, to any Third Party without the express written approval by the Procuring Contracting Officer (PCO).

(c) Procedures

(1) If at any time the contractor desires to engage in a transaction restricted by paragraph (b) above, the contractor must submit a formal written request to that effect to the PCO prior to the earlier of (a) forwarding an offer to sell, entering into a contract to sell, or transferring MIDS JTRS Equipment or Foreground Information to a Third Party, or, (b) submittal of a request to the United States Department of State for an export license, if necessary, for such a proposed transaction. The request shall include at a minimum the following information:

- (i) A description of the defense equipment or information to be transferred, including quantity, number of units, unit price, and total value of proposed sale,
- (ii) The identity of the Ministry of Defense of the new recipient (if applicable).
- (iii) The anticipated purpose, end use, and end user of the defense equipment or information.

If the contractor deems its request to be proprietary, the following paragraph shall be included in its request:

This request for sale or transfer of MIDS JTRS Equipment or Foreground Information includes data that shall not be disclosed outside of the United States Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this request. This restriction does not limit the rights of the United States Government to use information contained in this data if it is obtained from another source without restriction.

(2) Upon receipt of a request submitted pursuant to (c)(1), the PCO will forward the request to the U.S. Government representative for consideration and action. The PCO will notify the contractor when the U.S. Government representative decides to approve or disapprove the requested transaction. The contractor may enter into the transaction as specifically requested pursuant to paragraph (c)(1) only upon receipt of PCO notification that the requested transaction has been approved.

(d) For all transactions involving Third Parties, the contractor shall take appropriate measures to ensure that the Third Party does not re-transfer or use the MIDS JTRS Equipment or Foreground Information provided to that Third Party in any manner inconsistent with the purposes approved by the U.S. Government.

(e) The Contracting Officer's written notification of the approval of a transaction restricted by paragraph (b) involving a particular Third Party shall not constitute an approval by the U.S. Government of any desired future transaction restricted by paragraph (b) with either that Third Party or another Third Party.

(f) The contractor acknowledges and agrees that this clause is a material requirement of the contract, and that its failure to follow any term of this clause entitles the Government to terminate the contract for default.

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SPECIALLY NEGOTIATED LICENSE RIGHTS IN THE MIDS JTRS TECHNICAL DATA PACKAGE (TDP)

- (a) Pursuant to DFARS 252.227-7013(b)(4) and DFARS 252.227-7014(b)(4), incorporated into this contract by reference, the U.S. Government and Contractor agree to these specially negotiated license rights in the MIDS JTRS TDP. The terms and conditions contained in this license are in addition to those terms and conditions already identified in DFARS 252.227-7013 and DFARS 252.227-7014.
- (b) The Contractor grants or shall obtain for the U.S. Government the following, nonexclusive, irrevocable license rights in the MIDS JTRS TDP:
- (i) The U.S. Government may use, modify, release, perform, display or disclose the MIDS JTRS TDP within the U.S. Government without restriction;
 - (ii) The U.S. Government may release or disclose the MIDS JTRS TDP outside the U.S. Government to Data Link Solutions, LLC (DLS) and ViaSat Incorporated (ViaSat) and authorize persons in these companies to use, modify, reproduce, perform, display, release or disclose the MIDS JTRS TDP within their respective companies and wholly- owned subsidiaries only for the exclusive purpose of developing or producing a MIDS JTRS terminal or component worldwide, except for the part of the MIDS JTRS TDP associated with the Radio Frequency Amplifier (RFA) which the U.S. Government may only release to Viasat and may be used only by Viasat and ViaSat's wholly owned subsidiaries for U.S. Government purposes including FMS in accordance with DFARS 252.227-7013(a)(11), and except for the part of the MIDS JTRS TDP associated with ViaSat's COMSEC technology in the MIDS JTRS Cryptographic Sub-system (CSS) lamina (i.e., Security Engine, Security Parameter Manager, Fill Processor, Alarm/Zeroize Control, Reconciliator, Arbiter and Comparator) which the U.S. Government may only release to DLS and may be used only by DLS for U.S. Government purposes including FMS in accordance with DFARS 252.227-7014(a)(10).
 - (iii) In the event one or more of the following contractors, DLS or ViaSat, can no longer participate in the MIDS JTRS program, the U.S. Government has the right to release or disclose the part of the TDP associated with that company's intellectual property (except for the part of the MIDS JTRS TDP associated with the RFA and the part of the MIDS JTRS TDP associated with CSS proprietary software or firmware) to another company or companies and shall have the right to authorize persons in these companies to use, modify, reproduce, perform, display, release or disclose the MIDS JTRS TDP for the exclusive purpose of developing or producing a MIDS JTRS terminal or component worldwide.
- (c) Except for the part of the MIDS JTRS TDP associated with the RFA and the part of the MIDS JTRS TDP associated with CSS proprietary software or firmware, the U.S. Government's license rights in the MIDS JTRS TDP identified in (b)(ii) shall convert to unlimited rights, as that term is defined in DFARS 252.227-7013 and 252.227-7014, on 15 February 2015.