

U.S. GOVERNMENT CLAUSES**Prime Contract Number: N61340-17-C-0014****Modification/Rev. Number: P00047****Date of Creation: 11-01-2022**

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	Clause	Date
52.202-1	Definitions	Nov-13
52.203-3	Gratuities	Apr-84
52.203-5	Covenant Against Contingent Fees	May-14
52.203-6	Restrictions On Subcontractor Sales To The Government	Sep-06
52.203-7	Anti-Kickback Procedures	May-14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May-14
52.203-10	Price or Fee Adjustment for Illegal Or Improper Activity	May-14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct-10
52.203-13	Contractor Code of Business Ethics and Conduct	Oct-15
52.204-2	Security Requirements	Aug-96
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May-11
52.204-7	System for Award Management	Oct-16
52.204-9	Personal Identity Verification of Contractor Personnel	Jan-11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct-16
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	Jul-18
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Including full text of para. (e) and excluding para. (b) (2).	Aug-20
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Oct-15
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Jul-13
52.211-5	Material Requirements	Aug-00
52.211-15	Defense Priority and Allocation Requirements	Apr-08
52.215-2	Audit and Records--Negotiation	Oct-10
52.215-8	Order of Precedence--Uniform Contract Format	Oct-97
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug-11
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	Aug-11
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018- O0015)	Jul-18
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018- O0015)	Jul-18
52.215-14	Integrity of Unit Prices	Oct-10
52.215-15	Pension Adjustments and Asset Reversions	Oct-10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	Jul-05
52.215-19	Notification of Ownership Changes	Oct-97
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	Oct-10
52.215-23	Limitations on Pass-Through Charges	Oct-09
52.216-7	Allowable Cost and Payment	Jun-13
52.216-8	Fixed Fee	Jun-11
52.217-7	Option for Increased Quantity-Separately Priced Line Item	Mar-89
52.219-8	Utilization of Small Business Concerns	Nov-16
52.219-9	Small Business Subcontracting Plan	Jan-17
52.219-16	Liquidated Damages-Subcontracting Plan	Jan-99
52.222-3	Convict Labor	Jun-03

Reference	Clause	Date
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	Oct-16
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	May-14
52.222-21	Prohibition of Segregated Facilities	Apr-15
52.222-26	Equal Opportunity	Sep-16
52.222-35	Equal Opportunity for Veterans	Oct-15
52.222-36	Equal Opportunity for Workers with Disabilities	Jul-14
52.222-37	Employment Reports on Veterans	Feb-16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec-10
52.222-50	Combating Trafficking in Persons	Mar-15
52.222-54	Employment Eligibility Verification	Oct-15
52.223-3	Hazardous Material Identification And Material Safety Data	Jan-97
52.223-5	Pollution Prevention and Right-to-Know Information	May-11
52.223-6	Drug-Free Workplace	May-01
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug-11
52.224-1	Privacy Act Notification	Apr-84
52.224-2	Privacy Act	Apr-84
52.225-1	Buy American--Supplies	May-14
52.225-5	Trade Agreements	Oct-16
52.225-8	Duty-Free Entry	Oct-10
52.225-13	Restrictions on Certain Foreign Purchases	Jun-08
52.227-1	Authorization and Consent	Dec-07
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec-07
52.227-10	Filing of Patent Applications--Classified Subject Matter	Dec-07
52.227-11	Patent Rights--Ownership by The Contractor	May-14
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment--Major Systems	May-14
52.228-5	Insurance - Work on A Government Installation	Jan-97
52.229-3	Federal, State and Local Taxes	Feb-13
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	Feb-13
52.230-2	Cost Accounting Standards	Oct-15
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Oct-15
52.230-6	Administration of Cost Accounting Standards	Jun-10
52.232-1	Payments	Apr-84
52.232-7	Payments under Time and Material/Labor hour contracts	
52.232-8	Discounts for Prompt Payment	Feb-02
52.232-9	Limitation on Withholding of Payments	Apr-84
52.232-11	Extras	Apr-84
52.232-16	Progress Payments	Apr-12
52.232-17	Interest	May-14
52.232-20	Limitation of Cost	Apr-84
52.232-22	Limitation of Funds	Apr-84
52.232-23	Assignment of Claims	May-14
52.232-25	Prompt Payment	Jan-17
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	Jul-13
52.233-1 Alt I	Disputes (May 2014) - Alternate I	Dec-91
52.233-3	Protest After Award	Aug-96
52.233-4	Applicable Law for Breach of Contract Claim	Oct-04
52.239-1	Privacy or Security Safeguards	Aug-96
52.242-1	Notice of Intent to Disallow Costs	Apr-84
52.242-3	Penalties for Unallowable Costs	May-14
52.242-5	Payments to Small Business Subcontractors	Jan-17

Reference	Clause	Date
52.242-13	Bankruptcy	Jul-95
52.243-1	Changes--Fixed Price	Aug-87
52.243-2	Changes--Cost-Reimbursement	Aug-87
52.243-7	Notification of Changes	Jan-17
52.244-2	Subcontracts	Oct-10
52.244-5	Competition in Subcontracting	Dec-96
52.244-6	Subcontracts for Commercial Items	Jan-17
52.245-1	Government Property	Jan-17
52.245-9	Use and Charges	Apr-12
52.246-2	Inspection of Supplies – Fixed Price	Aug-96
52.246-16	Responsibility for Supplies	Apr-84
52.246-23	Limitation of Liability	Feb-97
52.246-24	Limitation of Liability--High-Value Items	Feb-97
52.248-1	Value Engineering	Oct-10
52.249-2	Termination for Convenience of The Government (Fixed- Price)	Apr-12
52.249-6	Termination (Cost Reimbursement)	May-04
52.249-8	Default (Fixed-Price Supply & Service)	Apr-84
52.249-14	Excusable Delays	Apr-84
52.246-2	Inspection of Supplies - Fixed Price	Aug-96
52.246-3	Inspection of Supplies Cost-Reimbursement	May-01
52.246-16	Responsibility for Supplies	Apr-84
52.211-17	Delivery of Excess Quantities	Sep-89
52.242-15	Stop-Work Order	Aug-89
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	Apr-84
52.242-17	Government Delay of Work	Apr-84
52.247-29	F.O.B. Origin	Feb-06
52.247-35	F.O.B. Destination, Within Consignee's Premises	Apr-84
52.247-48	F.O.B. Destination--Evidence of Shipment	Feb-99
52.232-40	Providing Accelerated Payments – Small Business Contractors	Dec-13

DFARS CLAUSES

Reference	Clause	Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep-11
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	Dec-08
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep-13
252.204-7000	Disclosure of Information	Oct-16
252.204-7002	Payment for Subline Items Not Separately Priced	Dec-91
252.204-7003	Control of Government Personnel Work Product	Apr-92
252.204-7005	Oral Attestation of Security Responsibilities	Nov-01
252.204-7006	Billing Instructions	Oct-05
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Nov-01
252.204-7012	Covered Defense Information (CDI). Unclassified controlled Technical information with military or space applications or other CDI that requires safeguarding or dissemination controls As marked or identified, shall be in accordance with DFARS 252.204-7012.	Oct-05
252.204-7020	NIST SP800-171 – DOD Assessment Requirements	Nov-20
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec-91

Reference	Clause	Date
252.209-7004	Subcontracting with Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	Oct-15
252.211-7000	Acquisition Streamlining	Oct-10
252.211-7003	Item Unique Identification and Valuation	Mar-16
252.211-7007	Reporting of Government-Furnished Property	Aug-12
252.211-7008	Use of Government-Assigned Serial Numbers	Sep-10
252.215-7000	Pricing Adjustments	Dec-12
252.215-7002	Cost Estimating System Requirements	Dec-12
252.217-7028	Over and Above Work	Dec-91
252.219-7003	Small Business Subcontracting Plan (DOD Contracts) Basic	Mar-16
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Dec-10
252.223-7001	Hazard Warning Labels	Dec-91
252.223-7004	Drug Free Work Force	Sep-88
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	Sep-14
252.225-7001	Buy American And Balance of Payments Program - Basic (Dec 2016)	Dec-16
252.225-7002	Qualifying Country Sources as Subcontractors	Dec-16
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Oct-14
252.225-7012	Preference for Certain Domestic Commodities	Dec-16
252.225-7013	Duty-Free Entry--Basic (May 2016)	May-16
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Jun-11
252.225-7976 (Dev)	Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)	Aug-18
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Sep-04
252.227-7000	Non-estoppel	Oct-66
252.227-7013	Rights in Technical Data--Noncommercial Items	Feb-14
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Feb-14
252.227-7015	Technical Data--Commercial Items	Feb-14
252.227-7016	Rights in Bid or Proposal Information	Jan-11
252.227-7019	Validation of Asserted Restrictions--Computer Software	Sep-16
252.227-7020	Rights in Special Works	Jun-95
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	May-13
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Apr-88
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Apr-88
252.227-7030	Technical Data--Withholding of Payment	Mar-00
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep-16
252.227-7039	Patents--Reporting of Subject Inventions	Apr-90
252.231-7000	Supplemental Cost Principles	Dec-91
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	Jun-12
252.232-7004	DOD Progress Payment Rates	Oct-14
252.232-7017	Accelerating Payments to Small Business Subcontractors – Prohibition on Fees and Consideration (Applicable to Purchase orders with small business concerns When Buyer receives Accelerated Payments under its Prime contract – Applicable to Commercial Items And all orders regardless of dollar value	Apr-20
252.242-7004	Material Management and Accounting System	May-11
252.242-7005	Contractor Business Systems	Feb-12
252.242-7006	Accounting System Administration	Feb-12
252.243-7001	Pricing of Contract Modifications	Dec-91
252.243-7002	Requests for Equitable Adjustment	Dec-12

Reference	Clause	Date
252.244-7000	Subcontracts for Commercial Items	Jun-13
252.244-7001	Contractor Purchasing System Administration	May-14
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr-12
252.245-7002	Reporting Loss of Government Property	Apr-12
252.245-7003	Contractor Property Management System Administration	Apr-12
252.245-7004	Reporting, Reutilization, and Disposal	Sep-16
252.246-7000	Material Inspection and Receiving Report	Mar-08
252.246-7003	Notification of Potential Safety Issues	Jun-13
252.246-7008	Sources of Electronic Parts (refer to DFARS 252.246-7007 (full text))	
252.247-7023	Transportation of Supplies by Sea	Apr-14
252.247-7024	Notification of Transportation of Supplies by Sea	Mar-00
252.246-7000	Material Inspection and Receiving Report	Mar-08

CLAUSES INCORPORATED IN FULL TEXT:

52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of

employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(1) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following: Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(i) For long-term contracts (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(b) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards/>.

(c) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(d) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations and Certification section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(e) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(f) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [_____] assigned to contract number [_____].

[Contractor to sign and date and insert authorized signer's name and title].

Signature	Date
Signer's Printed Name	Signer's Title

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June 2016)

(a) *Definitions.* As used in this clause:

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.

“Ozone-depleting substance” 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), (d), and (e) 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).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after00

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA’s SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

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

(a) The Contractor shall comply with the higher-level quality standard selected below. Title, Number, Date and Tailoring. **ISO 9001:2008 48849 15 Aug 2018**

Applicable to the following parts:

- Mission Computer (H362981-X)
- Power Supply Assembly (H362981-X)
- APM (H363400-2)
- Link/Resolver (H363018-4)
- Digital Video Processor (H363022-3)
- Fibre/1553 Assembly (H363017-2)
- Record Playback Processor (H363023-2)

(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.

52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract 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 their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APRIL 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.203-7004 - DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud hotline poster prepared by the DoD Office of the Inspector General, in effect at the time of contract award, in common work areas within business segments performing work Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations - Hotline, 245 Murry Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

252.204-7012 - SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT INFORMATION (OCT 2016)

(a) Definitions. As used in this clause -

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.wrarchives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is --

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

"Operationally critical support" means supplies or services designated by the

Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data – Non- Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239- 7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to these security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall submit requests to vary from NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibesia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be non-applicable or to have an alternative but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provided meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall

--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD- approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC#) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(j) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204- 7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purposes or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall --

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and if necessary, consult with the Contracting Officer; and

(2) Require subcontractor to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph

(c) of this clause.

252.211-7003 - ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause--

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200(ECC200) specification found within International Standards Organization (ISO)/ International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at

the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier. "Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts. "Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions. "Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items: Contract Line, Subline, or Exhibit Line Item Number Item Description NO EXCEPTIONS NOTED.

Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description NO ITEMS NOTED.

(If items as identified in the Schedule, insert "See Schedule" in this table.)

(ii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed non-repairables as specified in Attachment Number__.

(iii) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____.

(iv) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identified component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

- (ii) The issuing agency code--
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in), Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for

commercial items.

252.225-7048 - EXPORT CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR)(15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts

120-130). The term includes -- "Defense items," defined in the Arms Export Control Act. 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

"Items," defined in the FAR as "commodities", "software", and "technology," terms that are also defined in the FAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the FAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.246-7006 - WARRANTY TRACKING OF SERIALIZED ITEMS (MARCH 2016)

(a) Definitions. As used in this clause--

"Duration" means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects. "Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"First use" means the initial or first-time use of a product by the Government.

"Fixed expiration" means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends. "Installation" means the date a unit is inserted into a higher level assembly in order to make that assembly operational. "Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for International Standards Organization/International Electro-technical Commission, located at http://www.aimglobal.org/?Reg_Authority15459. "Item type" means a coded representation of the description of the item being warranted, consisting of the codes C-- component procured separate from end item, S--subassembly procured separate from end item or subassembly, E--embedded in component, subassembly or end item parent, and P-- parent end item. "Starting event" means the event or action that initiates the warranty, such as first use or upon installation. "Serialized item" means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier.

The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

"Unique item identifier" means a set of data elements marked on an item that is globally unique and unambiguous. "Usage" means the quantity and an associated unit of measure that specifies the amount

of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles. "Warranty administrator" means the organization specified by the guarantor for managing the warranty.

"Warranty guarantor" means the enterprise that provides the warranty under the terms and conditions of a contract.

"Warranty repair source" means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

"Warranty tracking" means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) Reporting of data for warranty tracking and administration.

(1) The Contractor shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items no later than the time of award. Information required in the warranty attachment shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administration enterprise identifier, and warranty guarantor enterprise identifier.

(2) The Contractor shall provide the following information no later than when the warranted items are represented for receipt and/or acceptance.

(A) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and

(B) The warranty repair source information and instructions for each warranted item required by the attachment entitled "Source of Repair Instructions."

(3) The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(4) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) Web site at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

252.246-7007 - CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)

The following paragraphs (a) through (e) of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1.

(a) Definitions. As used in this clause--

"Authorized aftermarket Manufacturer" means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas, and/or specifications. Authorized supplier means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell or distribute the part.

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

"Contractor-approved supplier" means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction but has been identified as trustworthy by a contractor or subcontractor.

"Counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer of current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Electronic part" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub.L. 112-81). The term "electronic part" includes any embedded software or firmware.

"Obsolete electronic part" means an electronic part that is no longer available from the original manufacturer or an authorized aftermarket manufacturer. "Original component manufacturer" means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

"Original equipment manufacturer" means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

"Original manufacturer" means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

"Suspect counterfeit electronic part" means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) Acceptable counterfeit electronic part detection and avoidance system. The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Contracting Officer and/or withholding of payments and affect the allowability of costs of counterfeit electronic parts or suspect counterfeit electronic parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts (see DFARS 231.205-71).

(c) System criteria. A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:

(1) The training of personnel;

(2) The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with acceptable Government-and-industry-recognized techniques. Selection of tests and inspections shall be based on minimizing risk to the Government. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (e.g., human safety, mission success) where such consequences are made known to the Contractor.

(3) Processes to abolish counterfeit parts proliferation.

(4) Risk-based processes that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies, in accordance with paragraph (c) of the clause at 252.246-7008, Sources of Electronic Parts (also see paragraph (c)(2) of this clause).

(5) Use of suppliers in accordance with the clause at 252.246-7008.

(6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required to the Contracting Officer and to the Government- Industry Data Exchange Program (GIDEP) when the Contractor becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the DoD, or purchased by a Contractor for delivery to, or on behalf of, the DoD, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and suspect counterfeit electronic parts shall not be returned to the seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic.

(7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.

(8) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government-or industry-recognized standards to meet this requirement.

(9) Flow down of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.

(10) Process for keeping continually informed of current counterfeiting information and trends,

including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.

(11) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.

(12) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.

(d) Government review and evaluation of the Contractor's policies and procedures will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with 252.244-7001, Contractor Purchasing System Administration - Basic, or Contractor Purchasing System Administration - Alternate I.

(e) The Contractor shall include the substance of this clause, excluding the introductory text and including only paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.

5252.204-9505 - SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

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

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

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

5252.211-9506 – PROVISIONED ITEMS (FEB. 1995)

Provisioned items shall be delivered in accordance with individual Provisioned Items Orders (PIO's) issued pursuant to clause 5252.217-9506 or 5252.217-9500 as applicable. The Government may order provisioned items for a period of up to twelve (12) months following delivery of each training system or modification. Full text of these clauses may be requested from Buyer's designated contracts representative.

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

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

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification may be utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.217-9506 – Provisioned Items (Training Devices) (NAVAIR) OCT 2005

5252.217-9507 – Over and Above Work Requests (NAVAIR) OCT 2005

5252.227-9501 - INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

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

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

Name and address Patent Counsel: Office of Counsel, Code K00000D

Naval Air Warfare Center Weapons Division 1 Administration Circle, Stop 1009, China Lake, California 93555-6100.

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

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

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

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

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

5252.246-9512 - INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Government at destination.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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

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

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

(c) Marking. All shipping containers will be marked in accordance with this clause and best commercial practices.

5252.247-9507 - PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

5252.247-9508 - PROHIBITED PACKING MATERIALS (NAVAIR) (JUNE 1998)

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 is prohibited for shipboard use.

5252.247-9509 - PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JULY 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows: In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the B, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth. (d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the

contractor.

5252.247-9514 - TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999) - Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Navy Marine Corps Acquisition Regulation Supplement

PART 5227 - PATENTS, DATA and COPYRIGHTS

SUBPART 5227.70 - INFRINGEMENT CLAIMS, LICENSES, AND ASSIGNMENTS

5227.7013 Recordation. Originals of licenses, assignments or other documents evidencing a Government interest in patents or applications for patents shall be forwarded to the Chief of Naval Research for transmittal to the Commissioner of Patents and Trademarks.

SUBPART 5227.90 – TRADEMARK RIGHTS UNDER GOVERNMENT CONTRACTS

5227.9001 Trademarks -

(a) This language is intended to specifically address claims for trademark infringement and the specified, related legal causes of action arising from use of the specific terms identified as “Designations”, as well as related matters concerning assertion of rights in those Designations.

(b) Contracting officers shall insert the applicable language in the statements of work of new solicitations, contracts and task or delivery orders that are part of acquisition programs (as defined in NMCARS 5207.103(d)(i)) that meet the criteria in paragraph (1) or (2).

1) Include the following statement of work language for “new” acquisition programs, i.e. acquisition programs for which: (a) nomenclature (e.g., type or Mission Design Series (MDS) designator, approved item name, or approved popular name) has been, or is expected to be, assigned; and, (b) the Government has not yet awarded a contract for full-rate production or equivalent:

“The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) [contracting officers shall list terms(s) (typically the assigned nomenclature, or portions thereof)] (the “Designation(s)”), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United States.

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

2) Include the following statement of work language for “old” acquisition programs, i.e. acquisition programs for which nomenclature (e.g., type or MDS designator, approved item name, or approved popular name) has been assigned and that do not otherwise meet the criteria for “new” acquisition programs above:

“The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) [contracting officers shall list term(s) (typically the assigned nomenclature, or portions thereof)] (the “Designation(s)”), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such

authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.”

- (c) Contracting officers shall submit notifications received from contractors, resulting from the requirements of 5227.9001(a), to the DON Trademark and Licensing Program Office via email at Navylicensing.fct@navy.mil.

U.S. Government Prime Contract Special/Section “H” Provisions:

H.5 – Manufacturer’s Warranty

The Contractor shall uphold any original manufacturers’ warranty down to the lowest replaceable unit (LRU) that applies to hardware procured under this delivery order.

The contractor shall provide all information required by Attachment (15) (Warranty Tracking Information) and Attachment (16) (Source of Repair Instructions) of this contract prior to, but not later than, receipt and/or acceptance of the warranted items.

H.6 - ELECTRONIC TRANSMISSION OF PROPRIETARY DATA

The contractor shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. The Government will safeguard the information provided. All electronically transmitted data shall be free of viruses.

H.7 – Security Requirements

As required by FAR 52.204-2, the contractor shall comply with the DoD Manual 5220.22M, “DoD Industrial Security Manual. A DD Form 254 will be issued for specific security requirements. Contractor shall be required to obtain appropriate facilities and personnel security clearances in accordance with any DD Form 254 in support of a contract requirement.

H.8 – Foreign Participation

Participation by foreign owned contractors at the subcontractor level is allowable under this contract unless restricted by the Contracting Officer in writing.

H.10 – Delivery of Technical Data and Computer Software to an Integrated Digital Environment

- (a) *Delivery.* Delivery of contract related data items via the contractor’s integrated digital environment, including technical data and computer software data items, shall occur by transmission, submission, or access of the data items, or notice to the recipient that said data items are accessible by the recipient. Transmitting, submitting, or providing access to technical data and computer software data items via the contractor’s integrated digital environment shall constitute delivery under this contract, but it shall not constitute acceptance and approval of said technical data and computer software data items for any purpose, including payment. Once delivered, the parties’ rights in such technical data and computer software shall be as specified in DFARS 252.227- 7013 and 252.227-7014.
- (b) *Availability.* When data items are delivered, maintained, archived, or otherwise stored or made accessible on the contractor’s integrated digital environment, any unilateral or intentional interference with the integrated digital environment’s availability by the contractor shall constitute a material breach of this contract.
- (c) *Indemnification.* Contractor agrees to indemnify and save and hold harmless the Government, and its officers, agents, and employees acting for the Government, against all claims or liability, including costs and expenses resulting from, or as a consequence of, an unlawful release or disclosure of any data item via the integrated digital environment and by the integrated digital environment contractor, its officers, employees, agents, or representatives.
- (d) *Disputes.* Disputes regarding unjustified technical data and computer software markings shall be governed by 252.227-7037, Validation of Restrictive Markings on Technical Data. Disputes over nonconforming technical data and computer software markings shall be governed by 252.227-7013 and 252.227-7014 respectively. Disputes over the handling, release, or disclosure of any and all data residing in or associated with the contractor’s integrated digital environment shall be considered a dispute related to this contract, governed by the Contract Disputes Act, and therefore resolved in accordance with the terms of this contract implementing this Act.

H.12 - AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD

5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <https://assist.dla.mil/online/start/>. To access these documents, select the Quick Search link on the site home page.

H.13 – Notice Regarding Dissemination of Export-Controlled Technical Data

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.