

Customer Contract Requirements

Customer Contract N0001924C0061

FARs:

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

52.204-13 System for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)

52.210-1 Market Research (NOV 2021)

52.211-5 Material Requirements (AUG 2000)

52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)

52.222-2 Payment For Overtime Premiums (JUL 1990)

52.222-3 Convict Labor (JUN 2003)

52.222-19 Child Labor -- Cooperation with Authorities and Remedies (NOV 2023)

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020)

52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.
(JUN 2016)

52.223-15 Energy Efficiency in Energy-Consuming Products (MAY 2020)

52.223-16 Alt I Acquisition of EPEAT - Registered Personal Computer Products - Alternate I
(JUN 2014)

52.223-20 Aerosols (JUN 2016)

52.223-21 Foams (JUN 2016)

52.228-7 Insurance--Liability To Third Persons (MAR 1996)

52.230-2 (Dev) Cost Accounting Standards (DEVIATION 2018-00015) (JUL 2018)

52.230-6 Administration of Cost Accounting Standards (JUN 2010)

52.232-23 Alt I Assignment of Claims (May 2014) - Alternate I (APR 1984)

52.232-25 Prompt Payment (JAN 2017)

52.232-33 Payment by Electronic Funds Transfer--System for Award Management (OCT 2018)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.233-1 Alt I Disputes (May 2014) - Alternate I (DEC 1991)

52.233-3 Alt I Protest After Award (Aug 1996) - Alternate I (JUN 1985)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.242-1 Notice of Intent to Disallow Costs (APR 1984)

52.242-4 Certification of Final Indirect Costs (JAN 1997)

52.242-5 Payments to Small Business Subcontractors (JAN 2017)

52.242-13 Bankruptcy (JUL 1995)

52.243-7 Notification Of Changes (JAN 2017)

52.246-24 Limitation Of Liability--High-Value Items (FEB 1997)

52.249-14 Excusable Delays (APR 1984)

52.252-6 Authorized Deviations In Clauses (NOV 2020)

52.253-1 Computer Generated Forms (JAN 1991)

DFARS:

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.205-7000 Provision Of Information To Cooperative Agreement Holders (JUN 2023)

252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)

252.223-7004 Drug Free Work Force (SEP 1988)

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

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

252.232-7010 Levies on Contract Payments (DEC 2006)

252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)

252.235-7011 Final Scientific or Technical Report (DEC 2019)

252.242-7005 Contractor Business Systems (FEB 2012)

252.242-7006 Accounting System Administration (FEB 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7005 Management and Reporting of Government Property (JAN 2024)

FARs and DFARS in Full Text:

52.216-10 INCENTIVE FEE (JUN 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting

Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target

fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by 40 cents for every dollar that the total allowable cost is less than the target cost or decreased by * see Cost Incentive Fee table below cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 10 percent or less than 2 percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h) (2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control

and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting

Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the

Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance-Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

Cost Incentive Fee Table:

Contractor	Overrun
40 cents	≤5% Overrun
40 cents	>5% and ≤8% Overrun
40 cents	>8% and ≤10% Overrun
50 cents	>10% and ≤11% Overrun
55 cents	>11% and ≤14.2% Overrun
60 cents	>14.2% Overrun

DTXT.223-9501 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR) (APR 2009)

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

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

Section H - Special Contract Requirements

H-1

H-1 Determination of Schedule Incentive Fees

There are two opportunities for the contractor to earn schedule incentive fee under this contract.

1. Delivery of Captive Mass Model (CMM) Aeromechanical Pods AND Mission Systems Prototype Test Pods:

A) Delivery of two CMM Aeromechanical Pods (CMM-1 (Verification Asset A) and CMM-2 (Verification Asset B)), IAW SOW paragraph 3.7.4.1.6.1, fulfilling the Test Specific Requirements per SOW Table 7 “Verification Assets”, and accompanied with all required and approved data (See Note 1) to support an Interim Flight Clearance in accordance with the timelines in the table below; AND,

B) Delivery of two Mission Systems Prototype Test Pods (Verification Asset D) IAW SOW paragraph 3.7.4.1.6.7, fulfilling the Test Specific Requirements per SOW Table 7 “Verification Assets”, and accompanied with all required and approved data (See Note 1) to support an Interim Flight Clearance in accordance with the timelines in the table below.

Delivery of Two CMM Pods	Delivery Two Mission Systems Prototype Test Pods	Total Dollar Amount*
Deliver less than 13 months after contract award	Deliver less than 16 months after contract award	\$17.50M
Deliver less than 14 months after contract award	Deliver less than 17 months after contract award	\$14.00M
Deliver less than 15 months after contract award	Deliver less than 18 months after contract award	\$10.50M
Deliver less than 16 months after contract award	Deliver less than 19 months after contract award	\$7.00M
Deliver less than 17 months after contract award	Deliver less than 20 months after contract award	\$3.50M
Deliver between 17 months and 19 months after contract award	Deliver between 20 months and 22 months after contract award	\$0.00M
Deliver more than 19 months after contract award	Deliver more than 22 months after contract award	-\$1.50M**
Deliver more than 20 months after contract award	Deliver more than 23 months after contract award	-\$3.00M**
Deliver more than 21 months after contract award	Deliver more than 24 months after contract award	-\$4.50M**

* Total Dollar Amount is determined by the later delivery date of either the two CMM Pods or the two Mission Systems Prototype Test Pods. For example, if two CMM Pods are delivered less than 14 months after contract award and the two Mission Systems Prototype Test Pods are delivered less than 19 months after contract award, than the Total Dollar Amount shall be \$7.00M (the total dollar amount associated with the later delivery date of the two Mission Systems Prototype Test Pods).

Further, if the two CMM Pods are delivered less than 14 months after contract award and the two Mission Systems Prototype Test Pods are delivered more than 24 months after contract award, than the Total

Dollar Amount shall be -\$4.50M (the total dollar amount associated with the later delivery date of the two Mission Systems Prototype Test Pods).

Total Dollar Amounts are not cumulative; the total dollar amount awarded shall not exceed \$17.5M or be reduced by more than \$4.50M

** The next monthly invoice for CLIN 0001 will be decremented by any negative incentive fee. Any negative incentive fee that can not be decremented against the first monthly invoice for CLIN 0001 will subsequently be decremented from the following monthly invoice for CLIN 0001.

Note 1: CDRLs: A00F, A00G, A00H, A00J, A00R, A014, A015, A018, A01H, A01J, A01L, A01M, A01N, A01P, A01Q, A01R, A01U, A01V, A01W, A01X, A01Y, A01Z, A020, A022, A023, A024, A025, A026, A027, A028, A02A, A02B, A02C, A02H, A02M, A02R, A034, A035, A010, A013, A01E, A01G, A02E, A02F, A02G, A02L

2. Delivery of Operational Prototype Pod #1 (Verification Asset E) IAW SOW paragraph 3.8.1 and fulfilling the Test Specific Requirements per SOW Table 7 “Verification Assets” in accordance with the timelines in the table below AND delivery of remaining seven (7) Operational Pods IAW Section F of the contract.

Delivery of Operational Prototype Pod #1	Dollar Amount
Deliver less than 51 months after contract award	\$17.5M
Deliver less than 54 months after contract award	\$11.5M
Deliver less than 57 months after contract award	\$5.5M
Deliver more than 57 months after contract award	\$0.0M

H-2

H-2 LICENSE RIGHTS TO ENHANCE GOVERNMENT LEAD SYSTEMS INTEGRATION ROLE

The intent of this clause is to supplement DFARS Part 227 and the associated contract clauses. Nothing in this clause limits or otherwise affects the parties' rights or obligations specified in DFARS 252.227-7019 or DFARS 252.227-7037.

(a) Definitions. As used in this clause:

- (1) The terms "Organizational level (O-Level) Maintenance," "Intermediate level (I-Level) Maintenance," and "Depot level (D-Level) Maintenance" are defined as the effort required to perform NGL-LB pod maintenance in accordance with COMNAVAIRFORINST 4790.2C Chapter-3, 15 Jan 2017, paragraph 3.1.2.1, 3.1.2.2, and 3.1.2.3. Organizational, intermediate, and depot level maintenance data also includes the Logistics Product Data (LPD) contained within the LPD database. Organizational, intermediate, and depot level maintenance does not include the manufacture of new items.

- (2) Operations, Maintenance, Installation, and Training data, referred to as "OMIT Data," is defined as all technical data, graphics, and computer software documentation necessary for operation, maintenance, installation, or training purposes pertaining to the NGJ-LB pod and equipment associated with its life cycle support sustainment. OMIT Data does not include detailed manufacturing or process data. OMIT Data includes all technical data and computer software documentation required to accomplish all levels of maintenance (i.e., O-Level, I-Level, and D-Level maintenance as defined above), including Navy sustainment of the technical data and computer software documentation itself. All data provided in the Logistics Product Data (LPD) database is considered OMIT data.
- (3) Other terms used in this clause have the same meaning as set forth in DFARS 252.227-7013, DFARS 252.227-7014, and DFARS 252.227-7015.

(b) Delivery Requirements.

- (1) OMIT Data to be delivered shall include no less information or detail than industry standards nor less information or detail than the Contractor typically requires to perform maintenance. OMIT data to be delivered shall also include additional information or detail necessary for Government purposes related to maintenance, as defined in paragraph (a)(1) of this clause.
- (2) Noncommercial computer software to be delivered shall be delivered with no less than restricted rights pursuant to DFARS 252.227-7014.
- (3) Commercial computer software to be delivered shall be subject to a commercial license as set forth in H-4 "Commercial Computer Software License Agreement."

(c) OMIT Data License Rights. By regulation, the Government is granted unlimited rights in all OMIT Data; however, for the organizational, intermediate, and depot level maintenance data exclusively, the Government will accept Government Purpose Rights to the deliverables, if developed exclusively or partially at private expense. This data shall be disclosed on Attachment (6) as OMIT Data and shall be marked with the legend for Government Purpose Rights at DFARS 252.227-7013(f)(2) or 252.227-7014(f)(2), with a ten-year expiration date commencing upon execution of this contract. Upon expiration of this period, the Government shall have unlimited rights.

(d) OMIT Data of Subcontractors and Suppliers. The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

(e) Deferred Ordering. The terms and conditions of this clause shall also apply to any OMIT data delivered under this contract pursuant to DFARS 252.227-7027.

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

- (a) For any new information or inadvertent omissions in the Section J Attachment (6) “Contractor Data Rights Assertion List” identified during the performance of this contract, the Contractor shall identify both noncommercial and commercial technical data and computer software that it intends to deliver with less than unlimited rights and state the reason for the new information or inadvertent omission. For commercial technical data and commercial computer software specifically, the Contractor shall provide the same types of information, using a similar format, and following the same procedures and requirements as specified for noncommercial technical data and noncommercial computer software at DFARS 252.227-7013 and 252.227-7014. Commercial technical data and commercial computer software shall be subject to the terms and conditions in Attachment (15).
- (b) With respect to each assertion submitted for Attachment (6) post-award, the Contractor shall specify in the “Basis for Assertion” column, the CDRL Item, SOW paragraph(s), and Work Breakdown Structure element(s) to which the technical data or computer software assertion pertains. Assertions shall be made at the lowest practical segregable level, i.e., the same level used for the Contractor’s source of funds determinations in establishing the government’s license rights, specifying the items or processes, if any, to which the technical data or computer software deliverable pertain.
- (c) Commercial and Special License Rights Assertions
- (1) Commercial technical data and/or computer software new information or inadvertent omissions shall be asserted on Attachment (6) by stating in the “Basis for Assertion” column the name of the commercial license identified in Section J, Attachment (6) “Contractor Provided Licenses” and asserting in the “Asserted Rights Category” column “Commercial.”
 - (2) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Lead System Integrator license set forth in H-2 shall be asserted on Attachment (6) by stating in the "Basis for Assertion" column whether the noncommercial technical data and/or computer software was developed exclusively or partially at private expense and asserting in the "Asserted Rights Category" column “Government Purpose Rights, 10 year expiration date.”
 - (3) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Controller, Receiver Exciter (CRE), Transmitter Group and CRE Laboratory Simulation Support Equipment (CLSSE) special negotiated license set forth in H-5 shall be asserted on Attachment (6) by stating in the “Basis for Assertion” column whether the noncommercial technical data and/or computer software was developed exclusively or partially at private expense and asserting in the “Asserted Rights Category” column “Special License Rights IAW H-5.”

- (4) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Technique Development Station special negotiated license set forth in H-6 shall be asserted on Attachment (6) by stating in the "Basis for Assertion" column whether the noncommercial technical data and/or computer software was developed exclusively or partially at private expense and asserting in the "Asserted Rights Category" column "Special License Rights IAW H-6."
- (5) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Power Generation and Thermal Management Systems special negotiated license set forth in H-7 shall be asserted on Attachment (6) by stating in the "Basis for Assertion" column whether the noncommercial technical data and/or computer software was developed exclusively or partially at private expense and asserting in the "Asserted Rights Category" column "Special License Rights IAW H-7."
- (6) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Verification Data special negotiated license set forth in H-8 shall be asserted on Attachment (6) by stating in the "Basis for Assertion" column whether the noncommercial technical data and/or computer software was developed exclusively or partially at private expense and asserting in the "Asserted Rights Category" column "Special License Rights IAW H-8."
- (d) The Contractor shall provide copies of all specially negotiated licenses, commercial licenses for commercial computer software and technical data pertaining to commercial items, and other non-standard licenses that will be delivered to the Government. The Contractor shall provide in accordance with Attachment (6) the aforementioned licenses within 90 calendar days of license purchase or at least 90 calendar days prior to delivery, whichever occurs first.
- (e) The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

H-4

H-4 COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT

- (a) It is anticipated that the Contractor will procure and deliver software containing Open Source Software (OSS) and "commercial computer software" (as defined by DFARS 252.227-7014(a)(1)) under CLIN0007.
- (b) Open source software (OSS). OSS is generally regarded as commercial computer software. It is sometimes licensed under terms that require the user to make freely available in source code form: (i) the user's modifications to the OSS or (ii) any software that the user "combines" with the OSS. If the Contractor uses OSS in the performance of this contract, the Contractor must ensure that the use of the OSS complies with subsection (c) of this clause.

- (c) Commercial Computer Software. The Contractor shall acquire the commercial computer software under the licenses customarily provided to the public, except to the extent that the licenses are inconsistent with Federal procurement law or do not otherwise satisfy user needs (see DFARS 227.7202-1(a)). A list of common material terms and conditions of commercial computer software license agreements NAVAIR has determined are inconsistent with Federal procurement law or do not otherwise satisfy user needs are incorporated into an addendum that may be executed by the Contractor when negotiating the license agreements to be delivered to the Government. The Contractor shall either execute Section J, Attachment (15) as an addendum to the license being delivered or shall ensure that the license being delivered to the Government complies with the list of terms and conditions on Section J, Attachment (15) prior to delivering the licensed software.
- (d) The Contractor shall provide copies of the license agreements as part of Section J, Attachment (7) within 30 calendar days after contract award. Additional licenses purchased after contract award shall be provided within 30 calendar days of license purchase.

H-5

H-5 NONCOMMERCIAL DATA RIGHTS CONTROLLER, RECEIVER, EXCITER (CRE), TRANSMITTER GROUP AND CRE LABORATORY SIMULATION SUPPORT EQUIPMENT (CLSSE)

(a) Definitions:

Controller, Receiver, Exciter (CRE) - all NGJ-LB pod noncommercial computer software, firmware, and technical data related to performance of the functions identified in Sections 3.2, 3.4, 3.5, 3.6, 3.8, 3.10.2.1.2, 3.8.1, and 3.8.2 of the NGJ-LB SPS (Attachment 2).
CRE LABORATORY SIMULATION SUPPORT EQUIPMENT (CLSSE) - NGJ-LB noncommercial computer software, firmware and technical data related to performance of the functions are identified in Section 3.4.5.2 of the NGJ-LB SOW (Attachment 1).
Transmitter Group (TG) is defined in Section 3.3.11 of the SOW (Attachment 1).
Noncommercial computer software documentation includes the following documentation: Software Architecture Document, Software Requirements Specification, Software Design Description, and Interface Design Description. Reference DFARS 252.227-7014 for the definitions of “noncommercial computer software” and “noncommercial computer software documentation.”

- (b) To support the Government’s sustainment and cost strategies, all CRE, TG, and CRE Laboratory Simulation Support Equipment (CLSSE) Software and firmware shall be in accordance with the following:
- (1) In a development environment that the Government developed or already owns; or
 - (2) In a development environment that is considered to be commercially available off the shelf (COTS) in accordance with FAR 2.101 and in compliance with Clause H-4 (Commercial Computer Software); or

- (3) In a development environment that is developed by the Contractor to which the Contractor controls the licensing and hereby agrees to provide to the United States Department of Defense (DoD), in perpetuity, rights consistent with “Government Purpose Rights” (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).

The development environment shall provide the DoD and DoD contractors (with a legitimate Government purpose) an equivalent ability as that of the Contractor to operate and use the development environment. The development environment shall be provided in a media enabling independent Government installation and upgrades to new and existing pre-configured systems and shall include all associated computer software documentation. The development environment shall include a full set of processes and programming tools needed to create the software product and enable the Government to use, modify, display, manipulate, reconfigure, recompile, and reproduce the Software. The price of all licenses related to (b)(3) above shall be included in the price for CLIN 0010. Copies of the license shall be provided for incorporation into the contract as Attachment (7) in Section J. Any changes to the software programs identified in Attachment (7) in Section J from the time of award shall be submitted to the Government for approval.

- (c) Reserved
- (d) Subcontractors and Suppliers. The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.
- (e) Deferred Ordering. The terms and conditions of this clause shall apply to any technical data and/or noncommercial computer software delivered under this contract pursuant to DFARS 252.227-7027.

H-6

H-6 NONCOMMERCIAL DATA RIGHTS TECHNIQUE DEVELOPMENT STATION

- (a) Technique Development Station is defined as the software, firmware, and technical data necessary to perform the functionality described in NGJ-LB SOW Appendix C (Attachment 1).
Noncommercial computer software documentation includes the following documentation: Software Architecture Document, Software Requirements Specification, Software Design Description, and Interface Design Description. Reference DFARS 252.227-7014 for the definitions of “noncommercial computer software” and “noncommercial computer software documentation.”
- (b) To support the Government’s sustainment and cost strategies, all technique development station software and firmware shall be in accordance with the following:
- (1) In a development environment that the Government developed or already owns; or

- (2) In a development environment that is considered to be commercially available off the shelf (COTS) in accordance with FAR 2.101 and in compliance with Clause H-4 (Commercial Computer Software); or
- (3) In a development environment that is developed by the Contractor to which the Contractor controls the licensing and hereby agrees to provide to the United States Department of Defense (DoD), in perpetuity, rights consistent with "Government Purpose Rights" (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).

The development environment shall provide the DoD and DoD contractors (with a legitimate Government purpose) an equivalent ability as that of the Contractor to operate and use the development environment. The development environment shall be provided in a media enabling independent Government installation and upgrades to new and existing pre-configured systems and shall include all associated computer software documentation. The development environment shall include a full set of processes and programming tools needed to create the software product and enable the Government to use, modify, display, manipulate, reconfigure, recompile, and reproduce the Software. The price of all licenses related to (b)(3) above shall be included in the price for CLIN 0011. Copies of the license shall be provided for incorporation into the contract in Attachment (7) in Section J. Any changes to the software programs identified in Attachment (7) in Section J from the time of award shall be submitted to the Government for approval.

- (c) *(If the Contractor intends to provide the license described herein, then the parameters in paragraph (c) shall apply to that license and this paragraph will be incorporated into the resultant contract and will be effective upon execution of Option CLIN 0011. If the Contractor does not intend to provide the license, then this paragraph will not be incorporated, paragraph (c) shall be marked "Reserved," and paragraphs (c)(1), (c)(2), and (c)(3) shall be deleted.)*

Technique Development Station Special License Rights (Option CLIN 0011)

- (1) Grant of License. The Contractor hereby agrees that Technique Development Station software, firmware, and technical data as described below, which were developed exclusively at private expense and do not otherwise meet the criteria for unlimited rights at DFARS 252.227-7013 or DFARS 252.227-7014, shall be delivered to the Government with the special negotiated license rights set forth in this clause and marked in accordance with the SPECIAL LICENSE RIGHTS legend set forth in DFARS 252.227-7013 or DFARS 252.227-7014. The license identifier shall be "Clause H-6."
- (2) Technique Development Station is defined as the computer software, firmware, and technical data necessary to perform the functionality described in NGJ-LB SOW Appendix C (Attachment 1).
Noncommercial computer software documentation includes the following documentation: Software Architecture Document, Software Requirements Specification, Software Design Description, and Interface Design Description. Reference DFARS 252.227-7013 for definition of "noncommercial technical data". Reference DFARS

252.227-7014 for the definitions of “noncommercial computer software” and “noncommercial computer software documentation.”

- (3) Terms of Special License. The Contractor shall provide the United States Department of Defense (DoD) with special license rights consistent with “Government Purpose Rights” (as defined in DFARS 252.227-7013 or DFARS 252.227-7014) for 10 years for all Technique Development Station hardware, software, firmware, and technical data subject to paragraph (c). These rights shall convert to unlimited rights (as defined in DFARS 252.227-7013 or DFARS 252.227-7014) in perpetuity for the DoD ten years after award of this contract.
- (d) Subcontractors and Suppliers. The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.
- (e) Deferred Ordering. The terms and conditions of this clause shall apply to any technical data and/or noncommercial computer software delivered under this contract pursuant to DFARS 252.227-7027.

H-7

H-7 NONCOMMERCIAL DATA RIGHTS POWER GENERATION AND THERMAL MANAGEMENT SYSTEMS

(a) Definitions

The Power Generation System - all NGJ-LB pod noncommercial computer software, firmware, and technical data related to performance of the functions identified in Sections 3.3.10 of the NGJ-LB SOW (Attachment 1).

Thermal Management System - all NGJ-LB pod noncommercial computer software, firmware, and technical data related to the Thermal Management System as defined in Section 3.3.9.10 of the NGJ-LB SOW (Attachment 1).

Noncommercial computer software documentation includes the following documentation: Software Architecture Document, Software Requirements Specification, Software Design Description, and Interface Design Description. Reference DFARS 252.227-7014 for the definitions of “noncommercial computer software” and “noncommercial computer software documentation.”

- (b) To support the Government’s sustainment and cost strategies, all software and firmware shall be in accordance with the following:
 - (1) In a development environment that the Government developed or already owns; or
 - (2) In a development environment that is considered to be commercially available off the shelf (COTS) in accordance with FAR 2.101 and in compliance with Clause H-4 (Commercial Computer Software); or
 - (3) In a development environment that is developed by the Contractor to which the Contractor controls the licensing and hereby agrees to provide to the United States

Department of Defense (DoD), in perpetuity, rights consistent with “Government Purpose Rights” (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).

The development environment shall provide the DoD and DoD contractors (with a legitimate Government purpose) an equivalent ability as that of the Contractor to operate and use the development environment. The development environment shall be provided in a media enabling independent Government installation and upgrades to new and existing pre-configured systems and shall include all associated computer software documentation. The development environment shall include a full set of processes and programming tools needed to create the software product and enable the Government to use, modify, display, manipulate, reconfigure, recompile, and reproduce the Software. The price of all licenses related to (b)(3) above shall be included in the price for CLIN 00012. Copies of the license shall be provided for incorporation into the contract as Attachment (7) in Section J. Any changes to the software programs identified in Attachment (7) in Section J from the time of award shall be submitted to the Government for approval.

- (c) *(If the Contractor intends to provide the license described herein, then the parameters in paragraph (c) shall apply to that license and this paragraph will be incorporated into the resultant contract and will be effective upon execution of Option CLIN 0012. If the Contractor does not intend to provide the license, then this paragraph will not be incorporated, paragraph (c) shall be marked “Reserved,” and paragraphs (c)(1), (c)(2), and (c)(3) shall be deleted.)*

Power Generation and Thermal Management System Special License Rights (Option CLIN 0012)

- (1) Grant of License. The Contractor hereby agrees that Power Generation and Thermal Management Systems software, firmware, associated computer software documentation, and technical data as described below, which were developed exclusively at private expense and do not otherwise meet the criteria for unlimited rights at DFARS 252.227-7013 or DFARS 252.227-7014, shall be delivered to the Government with the special negotiated license rights set forth in this clause and marked in accordance with the SPECIAL LICENSE RIGHTS legend set forth in DFARS 252.227-7013 or DFARS 252.227-7014. The license identifier shall be “Clause H-7.”

(2) Definitions

The Power Generation System - all NGJ-LB pod noncommercial computer software, firmware, and technical data related to performance of the functions identified in Sections 3.3.10 of the NGJ-LB SOW (Attachment 1).

Thermal Management System - all NGJ-LB pod noncommercial computer software, firmware, and technical data related to the Thermal Management System as defined in Section 3.3.9.10 of the NGJ-LB SOW (Attachment 1).

Noncommercial computer software documentation includes the following documentation: Software Architecture Document, Software Requirements Specification, Software Design Description, and Interface Design Description. Reference DFARS 252.227-7014 for the definitions of “noncommercial computer software” and “noncommercial computer software documentation.”

- (3) Terms of Special License. The Contractor shall provide the United States Department of Defense (DoD) with special license rights consistent with “Government Purpose Rights” (as defined in DFARS 252.227-7013 or DFARS 252.227-7014) for 10 years for all Power Generation System and Cooling System software, firmware, computer software documentation, interfaces, and associated technical data subject to paragraph (c). These rights shall convert to unlimited rights (as defined in DFARS 252.227-7013 or DFARS 252.227-7014) in perpetuity for the DoD ten years after award of this contract.
- (d) Subcontractors and Suppliers. The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.
- (e) Deferred Ordering. The terms and conditions of this clause shall apply to any technical data and/or noncommercial computer software delivered under this contract pursuant to DFARS 252.227-7027

H-8

H-8 DATA RIGHTS AND LICENSES IN SUPPORT OF VERIFICATION ACTIVITIES

(a) Definitions

Verification Data - Test Data and data gathered/collected in support of demonstration, analysis, similarity, inspection, and evaluation verification methods for the following subsystems: 1) Controller, Receiver Exciter (CRE); 2) Transmitter Group; 3) Technique Development Station, 4) CRE Laboratory Simulation Support Equipment (CLSSE)

Test Data - measurements, observations, and/or electronic records collected or processed to quantify the results of Modeling and Simulation, laboratory integration/test activities, and installed systems ground/flight test evolutions.

All Test Data shall be delivered in the form(s) in which the information is ordinarily maintained as true native files, meaning that metadata is intact enabling the Government the same ability as the Contractor to use, modify, reproduce, release, perform, display, or disclose the information. Metadata includes computer data such as date/created/modified/author and the hidden material that does not appear when a document is printed (e.g. hidden rows, cells and formulas, track changes, etc.).

- (b) All Verification Data produced for this contract is an element of performance per DFARS 252.227-7013(b)(1)(ii) and shall be provided with unlimited rights. Any Verification Data that was not produced for this contract and/or any non-Verification Data that is delivered concurrently with the Verification Data shall be segregated as a separate annex or attachment to the Verification Data produced for this contract unless the license is Unlimited or Government Purpose Rights.
- (c) The Contractor shall deliver all Verification Data collected to support requirements verification pursuant to NGJ-LB SPS Section 4 (Attachment (2)).

- (d) The Contractor shall maximize the use of Government and non-proprietary software tools. All Verification Data shall be collected and delivered to the Government using only:
- (1) a software tool the Government developed or already owns;
 - (2) a software tool considered to be commercially available off the shelf (COTS) in accordance with FAR 2.101 and in compliance with Clause H-4 (Commercial Computer Software); or
 - (3) a software tool or plugin developed by the Contractor to which the Contractor controls the licensing and hereby agrees to provide to the United States Department of Defense (DoD), in perpetuity, rights consistent with “Government Purpose Rights” (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).

These software tools shall provide the DoD and DoD contractors (with a legitimate Government purpose) an equivalent ability as that of the Contractor to operate and use these software tools. These software tools shall be provided in a media enabling independent Government installation and upgrades to new and existing pre-configured systems and shall include all associated computer software documentation. The licenses shall allow the Government the right to use, modify, display, manipulate, reproduce, and reinterpret the Verification Data. The price of all licenses related to (d)(3) above shall be included in the price for CLIN 0013. Copies of the license shall be provided for incorporation into the contract as Attachment (7) in Section J. Any changes to the software programs identified in Attachment (7) in Section J from the time of award shall be submitted to the Government for approval.

- (e) *(If the Contractor intends to provide the license described herein, then the parameters in paragraph (c) shall apply to that license and this paragraph will be incorporated into the resultant contract and will be effective upon execution of Option CLIN 0013. If the Contractor does not intend to provide the license, then this paragraph will not be incorporated, paragraph (e) shall be marked “Reserved,” and paragraphs (e)(1) and (e)(2) shall be deleted.)*

Verification Data Special License Rights. (Option CLIN 0013)

- (1) Grant of License. For all Verification Data and any other data that is provided concurrently with the Verification Data, but were developed exclusively at private expense or does not otherwise meet the criteria for unlimited rights at DFARS 252.227-7013 or DFARS 252.227-7014, the Contractor hereby agrees that the technical data and noncommercial computer software shall be delivered to the Government with the special negotiated license rights set forth in this clause and marked in accordance with the SPECIAL LICENSE RIGHTS legend set forth in DFARS 252.227-7013 or DFARS 252.227-7014. The license identifier shall be “Clause H-8.”
- (2) Terms of Special License. The Contractor shall provide the United States Department of Defense (DoD) with special license rights consistent with “Government Purpose Rights” (as defined in DFARS 252.227-7013 or DFARS 252.227-7014) for 10 years for all Verification Data technical data and noncommercial computer software subject to

paragraph (e). These rights shall convert to unlimited rights (as defined in DFARS 252.227-7013 or DFARS 252.227-7014) in perpetuity for the DoD ten years after award of this contract.

- (f) Subcontractors and Suppliers. The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.
- (g) Deferred Ordering. The terms and conditions of this clause shall apply to any technical data and/or noncommercial computer software delivered under this contract pursuant to DFARS 252.227-7027.

H-9

H-9 COLLABORATIVE DATA ENVIRONMENT (CDE)

1. Definitions.

- a. "Access," as used in this clause, the Statement of Work (SOW) (Attachment (1), and associated contract attachments, shall mean, at a minimum, the ability to view, use, modify, reproduce, release, perform, display, upload, or disclose Data residing on the Collaborative Data Environment. Access shall be web-based and web-enabled or Internet based remote access available via the Navy Marine Corps Internet (NMCI). Real-time access shall be required on a 24 hours per day / 7 days per week (24x7) basis. The Contractor shall minimize any disruption to services via the established CDE to the maximum extent possible. If the Contractor managed CDE is down/offline due to unscheduled or scheduled outage/maintenance the Contractor shall give immediate written notice to the PCO or the PCOs designated representative. Written notice must additionally be provided when CDE is back online with explanation regarding outage. Access shall be limited to executing NGJ-LB program and supporting activities, to include:

- i. monitoring and reporting on the progress of the Contractor
- ii. obtaining a flight clearance
- iii. supporting flight tests
- iv. supporting hardware, software, and firmware verifications
- v. supporting integration on the E/A-18G

Access to data that is technical data as defined in DFARS 252.227-7013(a)(15) shall not be used for manufacturing or reverse engineering. Access to data that is computer software as defined in DFARS 252.227-7013(a)(3) shall not be used to decompile, disassemble or reverse engineer software. Access shall be provided for all NGJ-LB Government personnel, including personnel of supporting activities, who require access, as determined by Government.

- b. "Data" means all recorded technical data as defined in DFARS 252.227-7013(a)(15), computer software as defined in DFARS 252.227-7013(a)(3) and financial, administrative, and management data, including subcontractor Data, generated or utilized in performance of this contract.

- c. “Collaborative Data Environment” or “CDE,” shall mean both the web-based data storage and information management system and the classified network-based data storage and information management system established by the Contractor to store Data.
 - d. “Deliverable,” as used in this clause, means Data that is specified to be delivered, regardless of the form or medium in which it is provided, under this contract pursuant to a Contract Data Requirements List (DD Form 1423). All Data, including Deliverable Data that has not yet been delivered, shall be subject to the provisions of paragraph 5, below (“Identification and Marking Requirements in the Absence of Delivery”).
 - e. “USG Personnel” means, for purposes of this clause only, both federal Government employees and Covered Government Support Contractors as defined in DFARS 252.227-7013(a)(5).
2. FAR 52.232-39, Unenforceability of Unauthorized Obligations, shall be applicable to any End User License Agreement (EULA), Terms of Service (TOS), restrictive login screen, embedded or click-wrap type license, or similar legal instrument or agreement that may be encountered as a result of entering the CDE and viewing, downloading, or printing Data required to be delivered to, or made accessible via, the Contractor’s CDE. USG Personnel shall not be required to personally sign (including by digital signature) any agreement with the Contractor in order to access Data.
 3. The Contractor shall ensure it is the owner of all Data residing on the CDE or that it has obtained licenses from any third parties needed to grant USG Personnel Access to Data as provided in this clause.
 4. Disputes. All disputes arising under the terms and conditions of this clause shall be addressed in accordance with the applicable FAR Disputes clause under this contract.
 5. Identification and Marking Requirements in the Absence of Delivery
 - a. The provision of Access to Data in the absence of delivery does not require the identification of the Government’s rights under DFARS 252.227-7013(e), 252.227-7014(e), 252.227-7017, or 252.227-7018(e).
 - b. The Contractor and its subcontractors or suppliers may assert restrictions on the Government's rights to use, modify, reproduce, release, perform, or display Data under this contract only by marking the Data with a restrictive legend. Only a notice of copyright, as prescribed under 17 U.S.C. 401 or 402, and substantially the following legend may be applied to Data in which the Contractor is required to provide the Government access under this contract:
[Insert name of party asserting restriction] PROPRIETARY – The Government's rights to use, modify, reproduce, release, perform, display, or disclose this data are restricted by Access Agreement in accordance with Special Contract Requirement H-9. If this data is subsequently delivered to the Government via CDRL, the Government’s rights shall be [Insert appropriate level of rights, e.g., Limited, Restricted, Government Purpose, Unlimited] in accordance with [Insert appropriate clause, e.g., DFARS 252.227.7013, 252.227.7014, 252.227.7015]

- c. For each technical data and software item made available via the CDE, the Contractor shall identify in the Data Rights Assertion List (DRAL) Section J Attachment (6) the appropriate level of rights the Government will have in that data, if it is subsequently ordered for delivery via CDRL. The rights identified in the DRAL shall be consistent with the marking used in accordance with the above-identified marking in paragraph 5b.
6. When Contractor, its subcontractors or suppliers, mark Data with the legend authorized in paragraph (5) above, the legend shall be conspicuously and legibly marked. For multipage documents, the applicable legend shall be marked on each page, or section of the page if multiple legends apply to the same page. Data, including individual pages within documents, to which the Government is provided Access that is not marked as proprietary shall be presumed to have been publically released without restriction by the Contractor. The provisions of DFARS 227.7103-10(c) relating to unmarked technical data and DFARS 227.7203-10(c) with respect to computer software apply to Access Data.
7. Reproductions of Data or any portions thereof subject to the legend authorized above shall also reproduce the legend.
8. Notwithstanding anything herein to the contrary, the Government may reproduce, release, or disclose General Access Data or authorize the use or reproduction of the Data by persons outside the Government if the reproduction, release, disclosure, or use is necessary for emergency repair and overhaul, provided that:
 - (1) The recipient of the technical data or computer software is subject to a prohibition on the further reproduction, release, disclosure, or use of the Data; and
 - (2) The Contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.
9. Deferred Ordering. General Access Data shall be available for deferred ordering under DFARS 252.227-7027. Notwithstanding paragraph 7 above, restrictive legends on technical data and computer software ordered under DFARS 252.227-7027 shall be governed by DFARS 252.227-7013, 252.227-7014, 252.227-7015 and 252.227-7018.
10. Updates to data shall be made accessible via the CDE in accordance with the applicable SOW paragraph. Data shall remain accessible until final acceptance of all contract line item numbers (CLINs) under this contract; any unilateral or intentional interference with the ability of USG Personnel to access Data shall be a material breach of the obligations arising from this contract.
11. The Contractor shall insert a provision in each subcontract or other contractual or legal instrument with its subcontractors or suppliers at any tier necessary to accomplish USG Access. Pursuant to DFARS 252.227-7013(k) and 252.227-7018(k) subcontractor and supplier technical data and computer software with less than unlimited rights may be submitted directly to the Government.

CLAUSES INCORPORATED BY FULL TEXT

52.234-4 EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)

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

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

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

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

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

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

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

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

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

All Subcontracts Valued over \$20M

CTXT.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)

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

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

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

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

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

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

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

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

CTXT.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.

CTXT.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR) (OCT 2013) - ALT I (OCT 2013)

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

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

(c) Travel Policy.

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

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

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

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

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

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

CTXT.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR) (OCT 2005) - ALT I (AUG 2003)

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the [EA-18G electronic attack weapons system] associate contractors to ensure complete compatibility between equipment, data, and services for the [NGJ-LB] to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

Aircraft prime Contractor (The Boeing Co., CAGE 76301), aircraft Airborne Electronic Attack (AEA) integrator (Northrop Grumman Corporation, CAGE 26512), and NGJ-MB prime Contractor (Raytheon Technologies, CAGE 4U884)

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use, modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary. (g)

"Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information:

- is not known or available from other sources without obligations concerning its confidentiality;
- has not been made available by the owners to others without obligation concerning its confidentiality;
- is not already available to the Government without obligation concerning its confidentiality; and
- has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

(j) Certain data items identified in the DD Form 1423, Contractor Data Requirements List, require appropriate and timely data inputs from associate contractor(s) to permit the contractor to complete integrated data efforts. Should the lack of timely associate contractor support impede the contractor in discharging this obligation, the contractor shall accomplish the basic release of the integrated data less the associate contractor(s) input. The contractor shall update and forward the integrated data within thirty (30) days after receipt of associate contractor(s) input data.

HTXT.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)(FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

HTXT.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

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

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

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

HTXT.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (JUL 1985)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

- (a) the amount available for payment and allotted to this incrementally funded contract is \$76,226,988.61;
- (b) the items covered by such amount are Item(s) CLINs 0001 and 0008; and
- (c) the period of performance for which it is estimated the allotted amount will cover is 30 November 2024.

HTXT.246-9503 SIGNIFICANCE OF SYSTEMS ENGINEERING TECHNICAL REVIEWS REQUIRED UNDER THIS CONTRACT (NAVAIR) (JUL 2009)

(a) The effort to be performed under this contract includes a series of systems engineering technical reviews to review the design/development of the system and assess the progress towards meeting the technical and/or performance requirements set forth in this contract. The reviews will provide an independent assessment of the emerging design/development of the system against the contractual requirements and user's capabilities requirements.

(b) Government express or implied approval of any particular technical approach or deliverable does not alter the Contractor's responsibility to meet the requirements of the contract. The contractor maintains design responsibility for the system at all times.