

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				L	1   61
2. AMENDMENT/MODIFICATION NO. <b>P00005</b>		3. EFFECTIVE DATE <b>12 JUN 2013</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND SUITE 155, BLDG 2272 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20670		CODE <b>N00019</b>	7. ADMINISTERED BY (if other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16669 PHILADELPHIA PA 19142-0669		CODE <b>S3916A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE 401 TILLOTSON DR PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N00019-12-C-2001</b>	
				X 10B. DATED (SEE ITEM 13) <b>29-Dec-2011</b>	
CODE <b>3B1P2</b>		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Clause H-3 and Mutual Agreement of the Parties.</b>					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>websterg135309</b> <b>PI#N00019-13-P1-FU085</b> The purpose of this modification is to award the V-22 Multi-Year contract for Lots 17-21 (Program Years 2013-2017).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNED (Type or print) <b>V-22 Business Director</b>				15B. [Redacted]	
15C. DATE SIGNED <b>06/07/2013</b>				15D. [Redacted]	
				15E. DATE SIGNED <b>12 JUN 2013</b>	
(Signature of Contracting Officer)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**  
SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED].

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

A definitized action has occurred in this modification

The CLIN extended description has changed from Lot 17 (Program Year 2013) The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN to Lot 17 (Program Year 2013).

The target cost has decreased by [REDACTED] from [REDACTED] to [REDACTED].

The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].

The unit price amount [REDACTED] has been added.

The cost constraint NTE has been deleted.

The ceiling price has decreased by [REDACTED] from [REDACTED] to [REDACTED].

The target profit percent has increased by [REDACTED] from [REDACTED] to [REDACTED].

The ceiling percent has increased by [REDACTED] from [REDACTED] to [REDACTED].

The PTA cost [REDACTED] has been added.

The PTA profit [REDACTED] has been added.

The PTA profit percent [REDACTED] has been added.

The government share above [REDACTED] has been added.

The government share below [REDACTED] has been added.

The target to ceiling spread has increased by [REDACTED] from [REDACTED] to [REDACTED].

The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000103

The FSC code 1510 has been added.

The PROG code A1A has been added.

The WSC Equipment code AVQ has been added.

The SIC code 3721 has been added.

The NAICS code 336411 has been added.

The MDAP/MAIS Code 212 has been added.

CLIN 0002

The CLIN description has changed from Data for Items 0001 and 0006 to Data for Items 0001, 0006 & Option 0003.

The FOB has changed from Origin to Destination.

CLIN 0003

The CLIN type priced has been added.  
The CLIN description has changed from RESERVED to OPTION: MV-22 Aircraft.  
The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The pricing detail quantity 1.00 has been added.  
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The unit price amount [REDACTED] has been added.  
The unit of issue Each has been added.  
The option status has changed from No Status to Option.  
The ceiling price [REDACTED] has been added.  
The target profit percent [REDACTED] has been added.  
The ceiling percent [REDACTED] has been added.  
The PTA cost [REDACTED] has been added.  
The PTA profit [REDACTED] has been added.  
The PTA profit percent [REDACTED] has been added.  
The government share above [REDACTED] has been added.  
The government share below [REDACTED] has been added.  
The target to ceiling spread [REDACTED] has been added.  
The total cost of this line item has increased by [REDACTED] from UNDEFINED to [REDACTED].

CLIN 0006

A definitized action has occurred in this modification

The CLIN extended description has changed from Lot 17 (Program Year 2013)The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN to Lot 17 (Program Year 2013).  
The target cost has decreased by [REDACTED] from [REDACTED] to [REDACTED].  
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The unit price amount [REDACTED] has been added.  
The cost constraint NTE has been deleted.  
The ceiling price has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The target profit percent [REDACTED] has been added.  
The ceiling percent has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The PTA cost [REDACTED] has been added.  
The PTA profit [REDACTED] has been added.  
The PTA profit percent [REDACTED] has been added.  
The government share above [REDACTED] has been added.  
The government share below [REDACTED] has been added.  
The target to ceiling spread has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED].

CLIN 0101

A definitized action has occurred in this modification

The CLIN description has changed from Long Lead-Time Items to MV-22 Aircraft - FY14.  
The CLIN extended description has changed from For FY14 Lot 18 MV-22 Aircraft The dollar value identified below is a NTE Target and Ceiling Price for purposes of this undefinitized CLIN to Lot 18 (Program Year 2014).  
The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The pricing detail quantity has increased by [REDACTED] from 1.00 to 19.00.  
The target profit/fee has increased by [REDACTED] from \$0.00 to [REDACTED].

The unit price amount [REDACTED] has been added.  
The unit of issue has changed from Lot to Each.  
The cost constraint NTE has been deleted.  
The ceiling price [REDACTED] has been added.  
The target profit percent [REDACTED] has been added.  
The ceiling percent [REDACTED] has been added.  
The PTA cost [REDACTED] has been added.  
The PTA profit [REDACTED] has been added.  
The PTA profit percent [REDACTED] has been added.  
The government share above [REDACTED] has been added.  
The government share below [REDACTED] has been added.  
The target to ceiling spread [REDACTED] has been added.  
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

CLIN 0102

The CLIN description has changed from RESERVED to Data for Items 0101, 0106 & Option 0107.  
The CLIN extended description (Exhibits A & B) has been added.  
The cost constraint NSP has been added.  
The FOB has changed from Origin to Destination.

CLIN 0103

This CLIN has been renumbered to CLIN 0107.  
The CLIN type priced has been added.  
The CLIN description has changed from RESERVED to OPTION: CV-22 Aircraft.  
The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The pricing detail quantity 1.00 has been added.  
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The unit price amount [REDACTED] has been added.  
The unit of issue Each has been added.  
The option status has changed from No Status to Option.  
The ceiling price [REDACTED] has been added.  
The target profit percent [REDACTED] has been added.  
The ceiling percent [REDACTED] has been added.  
The PTA cost [REDACTED] has been added.  
The PTA profit [REDACTED] has been added.  
The PTA profit percent [REDACTED] has been added.  
The government share above [REDACTED] has been added.  
The government share below [REDACTED] has been added.  
The target to ceiling spread [REDACTED] has been added.  
The total cost of this line item has increased by [REDACTED] from UNDEFINED to [REDACTED].

CLIN 0106

A definitized action has occurred in this modification

The CLIN description has changed from Long Lead-Time Items to CV-22 Aircraft - FY14.  
The CLIN extended description has changed from For FY14 Lot 18 CV-22 AircraftThe dollar value identified below is a NTE Target. to Lot 18 (Program Year 2014).  
The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The pricing detail quantity has increased by 2.00 from 1.00 to 3.00.

The target profit/fee has increased by [REDACTED] from \$0.00 to [REDACTED].  
The unit price amount [REDACTED] has been added.  
The unit of issue has changed from Lot to Each.  
The cost constraint NTE has been deleted.  
The ceiling price [REDACTED] has been added.  
The target profit percent [REDACTED] has been added.  
The ceiling percent [REDACTED] has been added.  
The PTA cost [REDACTED] has been added.  
The PTA profit [REDACTED] has been added.  
The PTA profit percent [REDACTED] has been added.  
The government share above [REDACTED] has been added.  
The government share below [REDACTED] has been added.  
The target to ceiling spread [REDACTED] has been added.  
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000104	Full Funding (FY13)(APN)	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

SUBCLIN 000606 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000606	Full Funding (USAF FY 13)	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

SUBCLIN 000607 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000607	Full Funding (SOCOM FY13)	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

SUBCLIN 010103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
010103	Funding For Economic Ordering Quantity	

CIN: [REDACTED] ACRN [REDACTED]

PURCHASE REQUEST NUMBER: [REDACTED]

CLIN 0103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	RESERVED				[REDACTED]
	FPI				
				TARGET COST	[REDACTED]
				TARGET PROFIT	[REDACTED]
				TOTAL TARGET PRICE	[REDACTED]
				CEILING PRICE	[REDACTED]
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	MV-22 Aircraft - FY15	[REDACTED]	Each	[REDACTED]	[REDACTED]
	FPI				
	Lot 19 (Program Year 2015)				
	FOB: Origin				
				TARGET COST	[REDACTED]
				TARGET PROFIT	[REDACTED]
				TOTAL TARGET PRICE	[REDACTED]
				CEILING PRICE	[REDACTED]
				SHARE RATIO ABOVE TARGET	[REDACTED]
				SHARE RATIO BELOW TARGET	[REDACTED]

SUBCLIN 020101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
020101	Funding For Economic Ordering Quantity	
CIN:	██████████	ACRN ██████████
PURCHASE REQUEST NUMBER:		██████████

CLIN 0202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Data for Item 0201				██████████
	FPI				
	(Exhibits A & B)				
	FOB: Destination				
				TARGET COST	██████████
				TARGET PROFIT	██████████
				TOTAL TARGET PRICE	██████████
				CEILING PRICE	██████████
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301	MV-22 Aircraft - FY16 FPI Lot 20 (Program Year 2016) FOB: Origin		Each		
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

SUBCLIN 030101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
030101	Funding For Economic Ordering Quantity	
	CIN: [REDACTED] ACRN [REDACTED]	[REDACTED]
	PURCHASE REQUEST NUMBER: [REDACTED]	

CLIN 0302 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	Data for Item 0301				█
	FPI				
	(Exhibits A & B)				
	FOB: Destination				
				TARGET COST	█
				TARGET PROFIT	█
				TOTAL TARGET PRICE	█
				CEILING PRICE	█
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401	MV-22 Aircraft - FY17	█	Each	█	█
	FPI				
	Lot 21 (Program Year 2017)				
	FOB: Origin				
				TARGET COST	█
				TARGET PROFIT	█
				TOTAL TARGET PRICE	█
				CEILING PRICE	█
				SHARE RATIO ABOVE TARGET	█
				SHARE RATIO BELOW TARGET	█

SUBCLIN 040101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
040101	Funding For Economic Ordering Quantity	
CIN: █	ACRN █	█

PURCHASE REQUEST NUMBER: [REDACTED]

CLIN 0402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402	Data for Item 0401 FPI (Exhibits A & B) FOB: Destination				[REDACTED]
				TARGET COST	[REDACTED]
				TARGET PROFIT	[REDACTED]
				TOTAL TARGET PRICE	[REDACTED]
				CEILING PRICE	[REDACTED]
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C  
STATEMENT OF WORK

1. Items 0001, Option Item 0003, 0101, 0201, 0301, and 0401 – The MV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the “as built configuration” defined by [REDACTED] as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). The three documents listed above reflect the production build-to information inclusive of drawings, parts/materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the MV-22 aircraft. Further, the MV-22 aircraft to be furnished hereunder shall meet the technical / performance requirements defined in the [REDACTED] with the exception of those requirements set forth in [REDACTED], as modified by Attachment (3) Engineering Change Proposal (ECP) Baseline Changes. All documents listed above constitute the baseline configuration for the MV-22B aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan; NAVAIR Clause 5252.243-9505, Engineering Changes; and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the “as built configuration.” Resolution of any ambiguity within the drawing package and / or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute Unique Identification (UID) in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the MV-22 aircraft shall be in accordance with [REDACTED] Aircraft weight shall be reported in accordance with CDRLs A00J and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the MV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Parts List, Attachment (10) and Economic Order Quantity (EOQ) items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The MV aircraft bureau numbers called for hereunder shall be serially numbered in sequence beginning with Lot 17 168601 through 168617, Lot 18 168618 through 168636, Option Item 0003 bureau number will be determined upon execution of the option, Lot 19 168637 through 168655, Lot 20 168656 through 168674, and Lot 21 168675 through 168692..

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the MV Aircraft are as set forth in the following table:

MV-22 Uninstalled Mission Kits	Lot 17	Lot 18	Option Item 0003	Lot 19	Lot 20	Lot 21
[REDACTED]	17	19	1	19	19	18
[REDACTED]	17	19	1	19	19	18

[REDACTED]

2. Items 0006, 0106, and Option Item 0107 - The CV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the "as built configuration" defined by [REDACTED], as modified by Attachment (3) Engineering Change Proposal Baseline Changes. The three documents listed above reflect the production build-to information inclusive of drawings, parts / materials lists, work instructions, functional test requirements, acceptance test requirements, and all other elements used to define and build the CV-22 aircraft. Further, the CV-22 aircraft to be furnished hereunder shall meet the technical / performance requirements defined in [REDACTED]. All documents listed above constitute the baseline configuration for the CV-22 aircraft. All changes to this baseline shall be submitted as ECPs, as required, in accordance with the latest Government-approved Bell Boeing V-22 Configuration Management Plan, NAVAIR Clause 5252.243-9505, Engineering Changes, and applicable Contract Data Requirements Lists (CDRLs). The contract is priced on the "as built configuration." Resolution of any ambiguity within the drawing package and / or the detailed specification shall occur following notification to the Procuring Contracting Officer (PCO). The Contractor shall execute UID in accordance with DFARS 252.211.7003, Item Identification and Valuation (JUN 2011), only for the parts so identified in Section J, Attachment (12).

a. The guaranteed weight empty of the CV-22 aircraft shall be in accordance with [REDACTED]. Aircraft weight shall be reported in accordance with CDRLs A00K and A00P.

b. The Contractor shall assume full responsibility for integrating and interfacing into the CV-22 aircraft both Government-owned property furnished to the Contractor hereunder as identified in the Government Furnished

Equipment List, Attachment (4), and property purchased or manufactured by the Contractor in performance hereof, including long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), and EOQ items listed on the Economic Order Quantity Components, Materials, and Parts List, Attachment (11).

c. Serial Numbers – The CV aircraft called for hereunder shall be serially numbered in sequence beginning with Lot 17 130068 to 130071 and Lot 18 140072 through 140074, Option Item 0107 serial number will be determined upon execution of the option.,.

d. Aircraft Mission Kits - The Aircraft Mission Kits to be delivered uninstalled for the CV Aircraft are as set forth in the following table:

CV-22 Uninstalled Mission Kits	Lot 17	Lot 18	Option Item 0107
[REDACTED]	4	3	1
[REDACTED]	4	3	1
[REDACTED]	4	3	1
[REDACTED]	4	3	1

[REDACTED]

3. Items 0001, Option Item 0003, 0006, 0101, 0106, Option Item 0107, 0201, 0301, and 0401 - In addition to the requirements specified above, the Contractor shall provide production engineering support, also referred to as other recurring engineering, in accordance with paragraphs A through N below:

A. Program Reviews / Reporting

1. Program Management Reviews: The Contractor shall conduct quarterly Program Management Reviews (PMR) between the Contractor’s management team and the Government’s Program Management team at the Contractor’s facility or mutually agreed to locations. During these reviews, the Contractor shall present integrated cost, schedule, technical performance, obsolescence status, and quality metrics. Integrated Product Team leaders or functional managers shall be prepared to discuss cost, schedule status, technical performance, risk, and earned value as an integrating tool. The following shall be addressed: cost / schedule trends, significant cost / schedule / technical variances, projected impacts, quantified risk assessments and corrective action plans, as well as, continuous process improvement projects and results. The Contractor shall provide the PMR presentations, minutes, and action items in accordance with Contract Data Requirements List (CDRL) A00F.

2. Contractor Cost and Software Data Reporting (CSDR): The Cost Data Summary Report (CDSR), DD Form 1921, shall be prepared in accordance with CDRLs B001 (MV) and B002 (CV).

3. Functional Cost-Hour and Progress Curve Report: The Functional Cost-Hour and Progress Curve Report, DD Form 1921-1, shall be prepared in accordance with CDRLs B003 (MV) and B004 (CV).

4. Contract Work Breakdown Structure (CWBS): The Contractor shall develop and maintain the CWBS and CWBS dictionary using the work breakdown structure contained in the Contractor Cost and Software Data Reporting (CSDR), Attachment (9), and in accordance with CDRL B005 (MV) and B006 (CV).

5. Contractor Integrated Performance Management: Contractor Integrated Performance Management: DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011), applies. The Cost Performance Report (CPR) and Integrated Master Schedule (IMS) shall be developed, maintained, updated / statused, and reported on a monthly basis per CDRL B009 and B008 requirements, respectively. The Contractor shall also provide Contract Funds Status Reports (CFSRs) in accordance with CDRL B007. The Contractor shall establish, maintain, and use in the performance of this contract an integrated management system compliant with the Industry Guidelines for Earned Value Management Systems (EVMS) ANSI / EIA-748-98 as determined by the cognizant Contracting Officer. An EVMS that has been formally validated and accepted by the cognizant Contracting Officer is required for cost or incentive contracts, subcontracts, and other agreements valued at or greater than [REDACTED] in then-year dollars. The application of these concepts shall provide for early indications of contract cost and schedule problems. Earned value assessments shall correlate with technical achievement. A Compliance Review of the Contractor's EVMS will not be performed unless the Government program manager determines that it is necessary from Integrated Baseline Review (IBR) results, surveillance, or cost and schedule data quality assessments.

6. In regard to DFARS. Clause 252-234-7002, Earned Value Management System (MAY 2011), the Contractor is required to have an EVMS that complies with ANSI / EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). The Contractor shall provide Contract Cost and Software Data Reporting (CSDR) in accordance with CDRLs B001, B002, B003, B004, B005, B006 and the CSDR Plan, Attachment (9).

7. Integrated Baseline Review (IBR): The Contractor shall review its performance measurement baseline plan with the Government within six months of the contract award and subsequently, when required, following major changes to the baseline. The Government will verify during the IBR, and when follow-on IBR(s) is / are required, that the Contractor has established and maintains a reliable performance measurement baseline. The Contractor shall ensure that the baseline includes the entire contract technical scope of work consistent with contract schedule requirements and that the Contractor has adequate resources assigned. The Contractor shall assure the Government that effective earned value methods are used to accurately status contract cost, schedule, and technical performance. The IBR shall be used to achieve a mutual understanding of the baseline plan, cost and schedule risk, and the underlying management processes used for planning and controlling the project.

8. Subcontract Cost / Schedule Management and Reporting: Significant critical non-fixed price subcontracts exceeding [REDACTED] in then-year dollars shall have applied to them the requirements of DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011); Integrated Master Schedule (DI-MGMT-81650); and the Contract Performance Report (DI-MGMT-81466A). For subcontracts valued at or greater than [REDACTED] but less than [REDACTED] in then-year dollars, the following statement applies: In regard to DFARS Clause 252.234-7002, Earned Value Management System (MAY 2011), the Contractor is required to have an EVMS that complies with ANSI / EIA-748-98; however, the Government will not formally validate/accept the Contractor's management system (no formal review). EVMS flowdown to contracts of less than [REDACTED] in then-year dollars or Firm Fixed Price contracts that exceed [REDACTED] duration is a risk-based decision and will be mutually agreed between the Contractor and the Government.

9. Over Target Baseline (OTB)/Restructure: The Contractor may conclude that the baseline no longer represents a realistic plan in terms of budget / schedule execution. In the event the Contractor determines an OTB / Restructuring action is necessary, the Contractor must obtain Government approval prior to implementing an OTB / Restructuring action. The request shall also include detailed implementation procedures as well as an implementation timeframe. The Contractor shall not implement the OTB / Restructuring prior to receiving written approval from the Contracting Officer.

## B. Configuration / Data Management

1. The Government will maintain configuration control and change authority for all Class I changes that includes modifications or changes affecting form, fit, function, or interface parameters of the aircraft, its assemblies, and sub-assemblies. The Contractor shall maintain configuration of the aircraft, its assemblies, and sub-assemblies in accordance with the Contractor's government-approved Configuration Management Plan (CMP) CDRL A00A. The

Contractor shall submit Engineering Change Proposals (ECPs) to NAVAIR for Change Control Board (CCB) approval for any Class I change that impacts the aircraft, its assemblies, and sub-assemblies covered by this contract. Contractor Class II changes must be reviewed for Government concurrence of classification. Class II changes (Contractor and Tier 1 Suppliers) shall be reported in accordance with CDRL A00M. A change will be designated Class I or Class II as defined in the V-22 CMP. The Government shall be entitled to consideration in the event the Contractor misclassifies a change, and additional effort is required to correct the misclassification of the change.

2. Any Class I or Class II change affecting any critical part shall be identified as such. The Contractor shall maintain a critical parts list (██████████).

3. If the Contractor has an ECP pending or approved with another Government activity the Contractor proposes to incorporate under this contract, the Contractor shall notify the Procurement Contracting Officer and Configuration Manager of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECP will not be effective on this contract unless or until incorporated by modification to this contract after CCB approval. Engineering changes shall be developed using the Systems Engineering process and shall consider / address design interface, reliability, maintainability, testability, integrated logistics support elements, life cycle costs, operation and support costs, support equipment, trainers, and training impacts (courseware, curriculum, difference training, etc.). Changes to common Navy and Air Force publications are not the Contractor's responsibility.

4. The Contractor shall maintain the "as built" configuration data of all aircraft delivered under this contract. Deviation requests shall be prepared and submitted in accordance with CDRL A008.

5. The Contractor shall maintain all functions of configuration management as per the latest approved PMA-275 V-22 Configuration Management Plan (CMP). The Contractor shall implement all configuration management and data management procedures for the V-22 Program as per the latest approved Contractor CMP (██████████), in accordance with CDRLs A007, A008, A009, A00A, A00C, A00D, A00E, A00G, and A00L.

6. The Contractor shall perform Configuration and Data Management Recurring support. This effort includes the basic administrative functions in the area of configuration and data management to support V-22 aircraft production. Specific tasking includes, but is not limited to, maintaining appropriate configuration databases, supporting Configuration Review Boards, coordination of all appropriate data requirements, providing responses to data inquiries, and maintaining a data library for the V-22 program. This recurring administrative support also covers the ECPs; the administrative effort associated with drawing and planning releases as well as preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

7. The Contractor shall update the V-22 Interchangeability and Replaceability Program Plan and Working List in accordance with ██████████ and CDRL A00Q to reflect Contract N00019-12-C-2001 parts and nomenclature updates.

C. MV-22 and CV-22 Aircraft Acceptance Test Procedures

1. The Contractor shall submit for Government approval an Acceptance Test Procedure covering the acceptance criteria for the MV-22 and CV-22 aircraft to be furnished hereunder in accordance with CDRL A005.

D. V-22 and Production Pilot Staff

1. The Contractor shall provide a production pilot staff to conduct and document test activity for each V-22 production aircraft in accordance with the V-22 Acceptance Test Specification to support the aircraft delivery schedule set forth in Section F of this contract.

E. ██████████

1. ██████████



## F. Quality Assurance

1. The Contractor shall maintain a Quality Assurance Program based on the approved V-22 Quality Assurance Program Plan (QAPP) ( [REDACTED] ). The QAPP shall be maintained to reflect the current quality system registration for both Bell and Boeing (CDRL A00R). The Contractor shall update and maintain a plan that describes how requirements in the contract are met and how the quality system elements applicable to those program requirements are controlled according to the provisions of AS9100 Revision C.

2. The Contractor shall, as outlined in AS9100C, Company Quality Policy, Quality Assurance Program Plan, and the Associated Corrective and Preventative Action Improvements Boards, ensure the following:

- Establish and maintain metric driven data to ensure corrective action
- Corrective Action Boards which are open and attended by the customer
- Root Cause and Corrective Action on identified systemic problems
- Implementation Plans (Corrective Action Plans)
- Annual goals and at least monthly reviews on performance to those goals

The Government shall be granted access to Prime Contractor data that reflects the aircraft "as built" status. This data is available in the company's Manufacturing Execution System (MES) that provides planned maintenance, defect, non-conforming material, material review board, scrap, and job completion data.

[REDACTED]

3. The Contractor shall report quarterly progress toward established annual goals to the Government, during either regularly scheduled Production Program Reviews or Semi-Annual Quality Assurance Technical Coordination Meetings, at the contractor's facility. This includes performance to the Quality Assurance Program Plan and an assessment of the health of the Quality System.

4. Alert / Safe – Alert: The Alert / Safe - Alert GIDEP Form 97-1 shall be prepared and submitted in accordance with CDRL A001.

## G. Security

1. The Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified and sensitive unclassified information in accordance with applicable security classification guides and security regulations. The Contractor shall control distribution of classified and sensitive unclassified information to persons with the applicable clearance and need to know. The Contractor shall ensure that foreign nationals assigned to, or employed by, the Contractor be provided access to only the information that has been approved for release for their assigned duties.

2. The Government's Program Protection Plan (PPP) and all attachments will be provided in electronic format by the requiring program office and cognizant contracting officials to the Contractor as Government Furnished Information (GFI). The Contractor shall prepare, review, or revise, as required, the Program Protection Implementation Plan (PPIP). The Contractor shall prepare the PPIP in accordance with CDRL A003 when an approved revision to the Government PPP is provided.

[REDACTED]

[REDACTED]

5. The Contractor shall apply and use Distribution Statements in accordance with applicable regulations.

H. Quality Conformance Acceptance Testing (QCAT)

1. The Quality Conformance Acceptance Testing requires data collection during the customer production aircraft acceptance test flight(s) in accordance with [REDACTED] V-22 Acceptance Test Procedures, conducted at the Contractor's facility, and shall determine whether or not the production aircraft weapon systems offered for acceptance meet the desired reliability levels. The QCAT testing is not intended to constitute a special flight.

2. Each production aircraft weapon system, following the completion of contractor functional shakedown test flights, shall be submitted for customer acceptance flights followed by the maintenance needed to bring the Aircraft Weapon System to full operating capability. If a system and / or component fail a check and, after maintenance, a subsequent flight is necessary, only those sequences requiring a recheck must be re-flown.

3. Data from the last 100 flight hours accumulated during customer flights will be collected and evaluated for the quality conformance. As each flight is completed and analyzed, data from that flight will be added to the database and data from the earliest flight will be dropped as required to maintain a continuously updated 100-flight hour sample. [REDACTED]

4. The data collected will be reviewed by the Contractor and customer at the scheduled Reliability and Maintainability Review Board (RMRB) meeting and will be scored as to its chargeability to the Reliability requirement of [REDACTED]. Data results will be integrated into the V-22 Failure Report, Analysis and Corrective Action System (FRACAS) Database.

I. Hazardous Materials and Environmental Management

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective Hazardous Materials (HAZMAT) Environmental Management Program in accordance with National Aerospace Standard 411, "Hazardous Materials Management Program," dated July 1993, with Revision 1, dated 11 March 1994, and Revision 2, dated 29 April 1994, in support of aircraft production activities. The purpose of this program is to eliminate or reduce (where elimination is not feasible) the use and improper disposal of hazardous materials. The emphasis shall be on eliminating or reducing those hazards that are used or generated during the fabrication of the aircraft and its associated support items. Hazardous materials for the purpose of this contract shall be those materials identified in Sections 2.0 and 2.1 of the V-22 LRIP Hazardous Material Management Program (HMMP) Plan, [REDACTED].

2. The Contractor's HAZMAT Management Program under the scope of this contract shall address the production phase of the V-22 aircraft to optimize performance and operational requirements and comply with environmental laws and regulations. The program shall also evaluate the costs associated with the use, handling, treatment, and / or



disposal of the hazardous materials and by products not addressed under the Engineering and Management Development (EMD) contract that are introduced throughout production in conjunction with the costs of using alternative (non-HAZMAT) materials.

3. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address environmental issues associated with the V-22 aircraft.

4. Title VI, Section 604 of the Clean Air Act calls for the elimination of the production of Class I Ozone Depleting Substances (ODS) by January 1, 2000; therefore, no Class I ODS(s), as defined in Title VI of the Clean Air Act, nor materials containing Class I ODS(s) as an ingredient, shall be approved for use during production of the V-22 aircraft except when authorized by the Procuring Contracting Officer in accordance with approval obtained under the Department of Defense Federal Acquisition Regulations Supplement, Subpart 223.8.

5. The V-22 LRIP HMMP Plan [REDACTED], shall be used as the V-22 HMMP Plan. The Contractor shall update the HMMP Plan in accordance with CDRL A00B. Subsequent updates shall be prepared and submitted upon Government and Contractor concurrence.

6. The Contractor shall support the Environmental Process Action Team (EPAT) meetings in support of aircraft production activities.

7. Updates to the HMMP Report shall be provided by the Contractor for changes only to reflect the NAS 411 "Hazardous Materials Management Program" report requirements as tailored herein in accordance with CDRL A002.

8. NAS 411 paragraphs 4.4 and 4.4.1 are tailored as follows:

4.4 – The Contractor shall maintain the existing HAZMAT database.

4.4.1 – Identification of any new hazardous materials proposed for use by the Contractor in support of the V-22 aircraft produced under this contract and for HAZMATs not addressed under EMD and previous Lots 1 through 16 contracts that are introduced in new or redesigned end item hardware that require special handling and disposal to include:

(a) Hazardous material/waste name;

(b) Usage (Technical documentation and/or Specs or standards that require the use of the Hazardous material).

9. Based on the results of any HAZMAT identification in support of production aircraft, under paragraph 4.3.2 of NAS 411, the Contractor shall recommend trade study candidates to the Government. The Contractor shall perform or implement trade studies only when authorized by a properly executed contract modification signed by the Procuring Contracting Officer.

J. Failure Report, Analysis, and Corrective Action System (FRACAS) for Aircraft Prior to Acceptance

1. A tailored FRACAS Program shall be maintained for the production aircraft. The Contractor shall continue a failure reporting process developed and implemented on previous V-22 contracts. Trends and failures shall be analyzed and recommendations for corrective action shall be made to the Government through the applicable change (i.e., ECP) process. The affected Integrated Product Team (IPT) and / or engineering group shall participate in the analysis of corrective action determination. Reliability failure assessments shall be based upon manufacturing, supplier, and in-house data. Key elements of this requirement shall be:

a. Data Collection Criteria – Maintenance events and anomalies, including Built-In-Test (BIT), shall be reviewed. Maintenance events occurring during Government acceptance flights, prior to DD Form 250, shall be evaluated and classified for relevancy by the Contractor / Government Reliability and Maintainability Review Board.

b. Factory Data Collection – The Contractor’s Reliability and Maintainability (R&M) group shall review the maintenance events and anomalies that occur during the manufacturing process at the Contractor’s facility, including BIT. Anomalies requiring failure analysis investigation, as determined by the Contractor’s R&M team, shall be entered into the FRACAS database.

c. Failure Database – The Contractor shall maintain a failure database similar to the databases developed and implemented on previous V-22 contracts. The failure database shall be used for:

- Failure scoring of pre-delivered aircraft data to verify achievement of the specified Quality Conformance Acceptance Criteria.
- IPT and supplier evaluation of reported failures and anomalies for corrective action implementation. This includes supplier site meetings to evaluate root cause analyses and corrective actions when required.

d. R&M Evaluation – R&M requirements shall be measured using data collected by the Contractor during aircraft build and acceptance. R&M evaluation shall consider supplier analyses and in-house testing. The Contractor’s R&M group shall perform trend analysis to determine any unfavorable trends.

e. Suppliers – Based on observed failures under previous V-22 contracts, the projected production failures, and part criticality, selected suppliers with expected high failure rates may be placed on contract by the Contractor to support the failure reporting and corrective action process. Other suppliers whose observed failures were low and their projected production failure rates are expected to be low should be placed on contract by the Contractor for individual failure investigations on an as required basis. The supplier shall conduct a failure analysis of failed components and assist in determining recommendations for corrective action. The cost of component repair, rework, and retest shall not be directly charged to FRACAS, as these costs are chargeable to production aircraft CLINs.

[REDACTED]

[REDACTED]

#### L. Systems Engineering

1. The Contractor shall maintain all functions of Systems Engineering as per the latest approved V-22 Systems Engineering Management Plan (SEMP). The Contractor shall implement all systems engineering procedures for the V-22 program, for production, as per the approved SEMF in accordance with CDRL A00H. Updates to the SEMF shall be provided by the Contractor in accordance with CDRL A00H.

2. The Contractor shall maintain the V-22 Detailed Specification [REDACTED] [REDACTED] thereto, as modified by the ECPs set forth in Attachment (3) including submittals for changes, updates to incorporate changes, and electronic deliveries in accordance with CDRL A007.

3. The Contractor shall perform Systems Engineering Management and Administration Recurring support. This effort includes the basic administrative functions to support Systems Engineering and Program Management Information Systems, collaboration tools, and/or databases, including [REDACTED]. Specific tasking includes, but is not limited to, V-22 Action Item Database support; support of meetings associated with production impacts resulting from Technical Interchange Meetings, Preliminary Design Reviews, and Critical Design Reviews, Functional configuration Audits, Physical configuration Audits, and First Article Inspections; and support of the Program Integration Team (PIT) IPT. This recurring administrative support also covers ECPs; however, the administrative effort associated with design reviews, systems engineering analysis and support, and specification changes, as well as, preparation and submissions of CDRLs for ECPs shall be included as part of the individual ECPs.

#### M. System Safety

1. The Contractor shall plan, develop, implement, monitor, and maintain an effective System Safety Program in accordance with the approved System Safety Program Plan (SSPP), [REDACTED] referenced in the SEMP. The purpose of this program is to perform risk assessments to address safety issues associated with the V-22 aircraft in production status. Risk assessments shall indicate hazard severity and hazard probability using the hazard categorization matrix tailored for the V-22 program in accordance with the approved SSPP [REDACTED]. This includes risk assessments performed in conjunction with waivers and deviations. The Contractor is required to make available all technical data, test data, and engineering specifications and provide technical liaisons with Government personnel throughout the life of the contract to enable the Government to address safety issues associated with the V-22 aircraft.

2. The Contractor, in conjunction with the Government System Safety managing activity, shall support the Systems Safety Working Group (SSWG) meetings to address production related safety issues. Meetings shall be held three (3) times per year. Contractor support of the SSWG shall be in accordance with the approved SSPP [REDACTED].

3. For identified safety issues associated with V-22 aircraft in production under this contract, the Contractor shall maintain closed-loop hazard tracking to ensure that hazard mitigations are implemented and effective and that the associated residual risk is identified. This effort shall include, but is not limited to, hazard mitigations, risks identified through Formal Risk Assessments, and / or hazards maintained in Safety Action Records (SARs). The Contractor shall update and maintain production related Formal Risk Assessments (FRAs) and SARs, as required.

#### N. Reliability & Maintainability (R&M) Flight Requirements

1. Final acceptance of the MV-22 and CV-22 aircraft shall be in accordance with the latest Government-approved V-22 Acceptance Test Procedures (ATP), Report No. [REDACTED], and shall include the successful execution of approximately [REDACTED] of R&M flights as detailed below, and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

2. The following outlines the requirements for R&M flights:

a. At the time the Contractor has successfully completed the ATP flights and prior to transferring the aircraft to the Government for Government ATP flights, the Contractor shall conduct no more than [REDACTED] of flight that represent operational missions.

b. At the time the Government has successfully completed Government ATP flights and prior to aircraft acceptance via DD Form 250, the Government shall conduct approximately [REDACTED] of failure-free flight, that represent operational missions.

3. Until otherwise directed by the PCO, the R&M flights shall continue through the delivery of the V-22 aircraft under this contract. The Contractor shall continue to maintain metrics for use by the PCO to assess the value of continuing the R&M flights through completion of this contract.

O. Aircraft Finish Specification

1. The Contractor shall maintain an aircraft finish specification ( ) and shall submit revisions for Government approval in accordance with CDRL A00N.

P. Miscellaneous reports: The Contractor shall prepare and submit requests and reports related to material in accordance with CDRL A006.

Items 0002, 0102, 0202, 0302, 0402 – The technical, administrative, financial, and other data called for in support of this contract shall be in accordance with Exhibits A and B.

Item 0101 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 MV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

Item 0106 – The Contractor shall procure or fabricate, as required, the long lead-time items listed on the Long Lead-Time Items Parts List, Attachment (10), necessary to meet the Lot 18 CV-22 aircraft delivery schedule identified in Section F. Additionally, the Contractor is authorized to procure those long lead-time items resulting from Government approved configuration changes (i.e., ECPs) which are necessary to meet the aircraft delivery schedule identified in Section F.

#### SECTION D - PACKAGING AND MARKING

The following have been modified:

##### SECTION D

Items 0001, Option Item 0003, 0101, 0201, 0301, and 0401 – The uninstalled MV Mission Kits identified in Section C shall be preserved, packaged, and marked in accordance with the prevailing commercial practices to ensure safe delivery at the final destination.

Items 0002, 0102, 0202, 0302, and 0402 – The data to be furnished hereunder shall be packaged and marked in accordance with the best commercial practices and the applicable Contract Data Requirements List (CDRL), DD Form 1423 (Exhibits A & B).

Items 0006, 0106, and Option Item 0107 - The uninstalled CV Mission Kits identified in Section C shall be preserved, packaged, and marked in accordance with the prevailing commercial practices to ensure safe delivery at the final destination.

Items 0003 through 0005 and 0103 through 0105 - Reserved

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000104:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000606:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000607:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 010103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 020101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 030101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0302:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 040101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0402:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been modified:

SECTION E

Items 0001, Option Item 0003, 0006, 0101, 0106, Option Item 0107, 0201, 0301, and 0401 – Inspection and final acceptance of the MV-22 and CV-22 aircraft to be furnished hereunder, shall be made at the Contractor’s plant in Amarillo, TX, or at such location/plants as designated by the PCO and/or ACO of the cognizant representative of the Defense Contract Management Agency (DCMA). Final acceptance of the MV-22 and CV-22 aircraft, including the uninstalled mission kits identified in Section C, shall be in accordance with the Government approved V-22 Acceptance Test Procedure for production lots, [REDACTED] and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250. Inspection and acceptance of the uninstalled MV-22 and CV-22 Mission Kits identified in Section C shall be made at the Contractor’s plants in Fort Worth, TX; Ridley Park, PA; and at Amarillo, TX or at such locations/plants as designated by the ACO of the cognizant representative of the DCMA and shall be evidenced by Government execution of a Material Inspection and Receiving Report, DD Form 250.

Items 0002, 0102, 0202, 0302, and 0402 – Inspection and acceptance of each item of data called for hereunder shall be in accordance with the applicable Contract Data Requirements List, DD Form 1423.

Items 0003 through 0005 and 0103 through 0105 - Reserved

The following have been deleted:

5252.246-9528	INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)	OCT 2005
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SECTION F - DELIVERIES OR PERFORMANCE

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	[REDACTED]	█	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0001	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	[REDACTED]	N/A	N/A FOB: N/A	
0002	N/A	N/A	N/A	N/A

0003	[REDACTED]	█	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	[REDACTED]	█	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0006	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0006	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0006	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
000601	N/A	N/A	N/A	N/A
000602	N/A	N/A	N/A	N/A
000603	N/A	N/A	N/A	N/A
000604	N/A	N/A	N/A	N/A
000605	N/A	N/A	N/A	N/A
000606	[REDACTED]	N/A	N/A FOB: N/A	
000607	[REDACTED]	N/A	N/A FOB: N/A	
0101	[REDACTED]	█	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2



0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0101	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
010101	N/A	N/A	N/A	N/A
010102	[REDACTED]	N/A	N/A FOB: N/A	
010103	[REDACTED]	N/A	N/A FOB: N/A	
0102	N/A	N/A	N/A	N/A
0103	N/A	N/A	N/A	N/A
0104	N/A	N/A	N/A	N/A
0105	N/A	N/A	N/A	N/A
0106	[REDACTED]	█	BELL BOEING JOINT PROJECT OFFICE [REDACTED] 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0106	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0106	[REDACTED]	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
010601	N/A	N/A	N/A	N/A

010602	N/A	N/A	N/A	N/A
0107	██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0201	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
020101	██████████	N/A	N/A FOB: N/A	
0202	N/A	N/A	N/A	N/A
0301	██████████	█	BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILTROTOR DRIVE, PLANT A AMARILLO TX 79111-1200 FOB: Origin	3B1R2



0401	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0401	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0401	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0401	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
0401	██████████	█	(SAME AS PREVIOUS LOCATION) FOB: Origin	3B1R2
040101	██████████	N/A	N/A FOB: N/A	
0402	N/A	N/A	N/A	N/A

The following have been added by full text:

OPTION ITEM DELIVERY DATES

The delivery dates indicated in the table above for Option Items 0003 and 0107 are placeholders only. The delivery dates associated with these items will be established by mutual agreement of the parties if the options are exercised.

The name "██████████" listed in the delivery addresses in the table above should read as "N/A".

The following have been modified:

SECTION F

Items 0001, 0101, 0201, 0301, and 0401 – The MV-22 aircraft to be furnished hereunder shall be delivered to the Government in accordance with the following schedule. Early delivery is acceptable.

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0001	2014	██████████												17
	2015	██████████												
0101	2015	██████████												19
	2016	██████████												
0201	2016	██████████												19
	2017	██████████												
0301	2017	██████████												19
	2018	██████████												
0401	2018	██████████												18
	2019	██████████												

Option Item 0003 – The delivery schedule will be established by mutual agreement of the parties if the option is exercised.

F.O.B. Origin – The supplies called for hereunder shall be delivered F.O.B. carrier's equipment, wharf, or freight station (as specified by the Government) at a city or shipping point at or near the Contractor's plant at Amarillo, TX or at such locations/plants as designated by the PCO/ACO. Shipments shall be made on Government bills of lading unless otherwise directed by the cognizant DCMA. The method of shipment will be specified by the cognizant contract administration office when the supplies are ready for shipment. Shipments shall be made in carload or truckload lots when the quantity to be delivered to any one destination (or to one or more points directly en route between the Contractor's shipping point and the last destination) in any delivery period set forth herein is sufficient to constitute a carload or truckload lot unless otherwise directed in writing by the cognizant DCMA. Final destination(s) for the supplies will be designated in consignment instructions issued prior to the time of delivery of the supplies. Consignment instructions for the supplies will be requested by the cognizant DCMA from the Commander, Naval Air Systems Command, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547, at least thirty (30) days before the anticipated time of delivery of the supplies.

Items 0001, Option Item 0003, 0101, 0201, 0301, and 0401 – F.O.B. Origin: The uninstalled MV-22 aircraft mission kits identified in Section C, to be furnished hereunder, shall be delivered to the below shipping destination prior to or concurrent with delivery of each aircraft via a Material Inspection and Receiving Report, DD Form 250.

Ship to Addresses:

For the Marine Corps, if the aircraft are being delivered to MCAS New River, NC:

V-22 Class Desk  
MAL-26 Supply Building AS-541  
MCAS New River  
Jacksonville, NC 28545-1001  
Phone 901-449-7237

If the aircraft is being delivered to MCAS Miramar, CA:

Marine Aviation Logistics Squadron 16  
Supply Building K7209  
MCAS Miramar, CA 92145

RMWS Mission Kits address:

NSWC Crane  
300 HWY 361  
Code 4082, Bldg 3218, Jim Buechler  
Crane, IN 47522  
Phone: 812-854-5744  
James.Buechler@navy.mil

In the event the Contractor does not meet the schedule outlined above, all items not delivered shall be identified as shortages at the time of aircraft acceptance via a Material Inspection and Receiving Report, DD Form 250. An appropriate withhold value will be identified and applied to the aircraft acceptance Material Inspection and Receiving Report, DD Form 250, by the cognizant ACO.

Items 0002, 0102, 0202, 0302, and 0402 – The data called for hereunder shall be delivered in accordance with Exhibits A and B, Contract Data Requirements List, DD Form 1423, and may be delivered in a medium (e.g., printed on paper, digitally on computer network or disk, or CD ROM) which is mutually agreeable to both the Contractor and the Government. The digital data provided by computer network will be considered delivered to the

Government when the digital file is successfully opened (with return receipt provided) at the designated Government server.

Items 0004 and 0005 – RESERVED

Items 0006 and 0106 – The CV aircraft to be furnished hereunder shall be delivered to the Government in accordance with the following schedule. Early delivery is acceptable.

Item	CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0006	2014													4
	2015													
0106	2015													3
	2016													

F.O.B. Origin – The supplies called for hereunder shall be delivered F.O.B. carrier’s equipment, wharf, or freight station (as specified by the Government) at a city or shipping point at or near the Contractor’s plant at Amarillo, TX or at such locations/plants as designated by the PCO/ACO. Shipments shall be made on Government bills of lading unless otherwise directed by the cognizant DCMA. The method of shipment will be specified by the cognizant DCMA when the supplies are ready for shipment. Shipments shall be made in carload or truckload lots when the quantity to be delivered to any one destination (or to one or more points directly enroute between the Contractor’s shipping point and the last destination) in any delivery period set forth herein is sufficient to constitute a carload or truckload lot unless otherwise directed in writing by the cognizant DCMA. Final destination(s) for the supplies will be designated in consignment instructions issued prior to the time of delivery of the supplies. Consignment instructions for the supplies will be requested by the cognizant DCMA from the Commander, Naval Air Systems Command, 47123 Buse Road, Unit IPT, Patuxent River, MD 20670-1547, at least thirty (30) days before the anticipated time of delivery of the supplies.

Option Item 0107 – The delivery schedule will be established by mutual agreement of the parties if the option is exercised.

Items 0006, 0106, and Option Item 0107 – F.O.B. Origin: The uninstalled CV Mission Kits identified in Section C, to be furnished hereunder, shall be delivered to the below shipping destination prior to or concurrent with delivery of each aircraft via a Material Inspection and Receiving Report, DD Form 250.

Ship to Addresses:

For the Air Force, if the aircraft is being delivered to Hurlburt Field AFB:

V-22 Equipment Inventory List Program Manager  
 1 SOHMXS/8 AMU  
 185 Brims Street  
 BLDG 91266  
 Hurlburt Field, FL 32544  
 DSN: 641-2808 COMM: 850-881-2808

If the aircraft is being delivered to Kirtland AFB:

V-22 Equipment Inventory List Program Manager  
 71st AMU 4300 Hangar Rd SE Bldg 1000A  
 Kirtland AFB, NM 87117  
 DSN 246-0919 Commercial 505-846-0919

If the aircraft are being delivered to Cannon AFB:

V-22 Equipment Inventory List Program Manager  
614 Liberator Ave. BLDG 208  
Cannon AFB, NM 88103

RMWS Mission Kits address:

NSWC Crane  
300 HWY 361  
Code 4082, Bldg 3218, Jim Buechler  
Crane, IN 47522  
Phone: 812-854-5744  
James.Buechler@navy.mil

In the event the Contractor does not meet the schedule outlined above, all items not delivered shall be identified as shortages at the time of aircraft acceptance via a Material Inspection and Receiving Report, DD Form 250. An appropriate withhold value will be identified and applied to the aircraft acceptance Material Inspection and Receiving Report, DD Form 250, by the cognizant ACO.

Items 0103 through 0105 – RESERVED

**5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)**

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
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See Attachments (4a) and (4b)

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

Boeing DODAAC code is Q90357  
Bell DODAAC Code is Q99490

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: [REDACTED]  
CIN: [REDACTED]  
Acctng Data: [REDACTED]  
Increase: [REDACTED]  
Total: [REDACTED]  
Cost Code: [REDACTED]

SUBCLIN 000606:

Funding on SUBCLIN 000606 is initiated as follows:

ACRN: [REDACTED]  
CIN: [REDACTED]  
Acctng Data: [REDACTED]  
Increase: [REDACTED]  
Total: [REDACTED]

SUBCLIN 000607:

Funding on SUBCLIN 000607 is initiated as follows:

ACRN: [REDACTED]  
CIN: [REDACTED]  
Acctng Data: [REDACTED]  
Increase: [REDACTED]  
Total: [REDACTED]  
Cost Code: [REDACTED]

SUBCLIN 010103:

Funding on SUBCLIN 010103 is initiated as follows:



ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 020101:

Funding on SUBCLIN 020101 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 030101:

Funding on SUBCLIN 030101 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: [REDACTED]

SUBCLIN 040101:

Funding on SUBCLIN 040101 is initiated as follows:

ACRN: [REDACTED]

CIN: [REDACTED]

Acctng Data: [REDACTED]

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: XXXXXXXXXX

The following have been added by full text:

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to:

Primary ACO:

DCMA – Boeing Helicopter  
 P.O. Box 16859  
 Philadelphia, PA 19142-0859

Secondary ACO:

DCMA – Bell Helicopter  
 P.O. Box 1605  
 Ft. Worth, TX 76101-1605

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
None	

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
None	None

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

The following have been deleted:

5252.232-9501	SUBMISSION OF INVOICES (FIXED PRICE)	OCT 2005
5252.232-9504	Alt I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (MAY 2006)- Alt I	MAY 2006
5252.242-9511	CONTRACT ADMINISTRATION DATA	MAR 2008

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

[REDACTED]

[REDACTED]

### H-15

#### **H-15 AGREEMENT TO ADD PERFORMANCE-BASED PAYMENTS**

The parties have agreed to enter into a Performance-Based Payment contract, in which financing will be provided to the Contractor in the form of performance-based payments; the baseline price and production schedule is based upon this agreement and understanding. Currently the contract contains FAR 52.232-16, Progress Payments (APRIL 2012) under which payments are currently pending. The pending progress payments under FAR 52.232-16 prevent the addition of Performance-Based Payment-related attachments and clauses to the contract while those payments are processed. It is the intent and agreement of the parties that the contract will be modified by 30 June 2013 (when doing so will not impact pending progress payments) to include the Performance-Based Payment Milestone Plan and Payment Schedules, as well as FAR Clause 52.232-32, Performance-Based Payments (APRIL 2012), and G-01, Administration of FAR Clause 52.232-32, Performance-Based Payments, and any other attachment necessary to reflect the intent of the parties and effect this change. Once these Performance-Based Payment-related attachments and clauses are inserted into the contract the FAR 52.232-16, Progress Payments clause will be deleted.

### H-4 VARIATION IN QUANTITY (UPWARD ADJUSTMENT)

#### **H-4 VARIATION IN QUANTITY (UPWARD ADJUSTMENT)**

1. This clause establishes the parties' agreement that the Government shall have the unilateral right on multiple occasions to increase the quantity of MV-22 aircraft set forth in Section B subject to the terms of this clause, including the time limits and permissible quantity variances. The limits set forth in this clause are separate and distinct from any separately priced option line items set forth in Section B of this contract (e.g., Option Items 0003 and 0107) and/or options established pursuant to separate authority (e.g., FAR 52.217-7).

2. Should the Government increase aircraft quantities, the target unit cost, target unit profit, target unit price, ceiling price, and the share ratios for the additional MV-22 aircraft for each production lot shall be as indicated for each quantity range as set out in the below table. However, should the Government increase the quantities in support of a Foreign Military Sale (FMS), the parties agree that below table prices do not include costs, profit and fees particular to the FMS aircraft, including, but not limited to, the following:

- a) Any country unique Industrial Participation costs;

- b) Any alternate equipment or configuration items, beyond the configuration identified in paragraph (4) below, including, but not limited to, non-recurring engineering and qualification of hardware and installation provisions, hardware and appurtenances thereto, and any removal/installation to a MV-22 aircraft as may be required;
- c) Preparation and delivery of the aircraft to the FMS customer;
- d) Travel to an FMS customer location;
- e) Obsolescence impacts;
- f) G&A rate variances for the FMS customer

3. Any aircraft quantity increase made in accordance with this clause will result in mutually agreeable adjustments to the aircraft delivery schedule stated in Section F, Deliveries or Performance, of this contract. At the time of aircraft quantity increase, delivery dates will be established assessing lead times and integration into an efficient production line. FMS aircraft shall be assumed to DD250 at the Contractor plant at Amarillo, TX.

4. The pricing set forth in the table in paragraph 5 below reflects the MV-22 Block C aircraft configuration current as of the time of the award of modification P0002 to this contract [REDACTED]. As subsequent modifications are issued, the prices below will be updated, as appropriate, to reflect the most current configuration. For FMS sales, an ECP or proposal will be submitted to reflect a price adjustment, if any, in accordance with paragraph 2 above.

5. In the event the Government intends to make an upward adjustment to aircraft quantities in accordance with this clause, the Government shall award the aircraft quantity increase in accordance with this clause no later than the date specified in the below table.

<b>Max Aircraft Quantity Increase</b>				
<i>Not Later Than Award Date</i>	<i>Not Applicable</i>	[REDACTED]	[REDACTED]	[REDACTED]
Target Unit Cost		[REDACTED]	[REDACTED]	[REDACTED]
Target Unit Profit		[REDACTED]	[REDACTED]	[REDACTED]
Target Unit Price		[REDACTED]	[REDACTED]	[REDACTED]
Ceiling Percentage of Target Cost		[REDACTED]	[REDACTED]	[REDACTED]
Underrun Share Ratio		[REDACTED]	[REDACTED]	[REDACTED]
Overrun Share Ratio		[REDACTED]	[REDACTED]	[REDACTED]
<i>Not Later Than Award Date</i>	<i>Not Applicable</i>	[REDACTED]		
Target Unit Cost		[REDACTED]		
Target Unit Profit		[REDACTED]		
Target Unit Price		[REDACTED]		



LIM OF GOV LIABILITY MYP

**5252.216-9504 LIMITATION OF GOVERNMENT LIABILITY (NAVAIR) (AUG 1984) (VARIATION)**

1. Performance under this contract is contingent upon the appropriation of funds. Therefore, in performing this contract, the Contractor is not authorized to make expenditures or incur obligations, and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in excess of the amounts that the Contracting Officer has specified in Section B as available for contract performance.

Amount available for contract performance: [REDACTED]

Fiscal year funding will be provided on or before the funding dates set forth below, unless those dates are extended by mutual agreement of the parties.

**Fiscal Year** **Funding Date**

Fiscal Year	Funding Date
[REDACTED]	[REDACTED]

2. If this contract is terminated for the convenience of the Government in part, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance.

3. In accordance with FAR 17.106-1(h), if this contract is terminated for the convenience of the Government in whole, including requirements subject to cancellation, the Government's obligation under this contract shall not exceed the amount specified in this clause as available for contract performance, plus the cancellation ceiling, which is [REDACTED] for all cancelled program years.

4. Unless otherwise specifically stated in any change order, change orders issued under this contract shall not increase the limitation of Government liability established in this clause.

The following have been modified:

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT  
(NAVAIR) (MAY 2012)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

- N00019-93-C-0006
- N00019-96-C-0054
- N00019-00-C-0183
- N00019-03-C-3017
- N00019-03-C-6517
- N00019-04-C-0012

N00019-05-C-0002  
N00019-06-C-0292  
N00019-07-C-0001

(2) Government furnished property to be provided under this contract:

See Attachments (4a) and (4b)

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

See Attachmenta (4a) and (4b)

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

NONE

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause either under this contract or any other contracts under which use of such property is authorized.

The following have been deleted:

H-12 RESERVED

H-3

H-4 RESERVED

H-9 RESERVED

52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
5252.216-9504	LIMITATION OF GOVERNMENT LIABILITY	AUG 1984

## SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-7	Central Contractor Registration	DEC 2012
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.233-3	Protest After Award	AUG 1996
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012



252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	MAR 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.234-7004	Cost and Software Data Reporting System.	NOV 2010
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2013

The following have been added by full text:  
252.204-7004 ALTERNATE A

### **Central Contractor Registration, Alternate A (FEB 2013)**

As prescribed in [204.1105](#), substitute the following paragraph (a) for paragraph (a) of the provision at FAR 52.204-7:

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor’s CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has

marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

252.211-7007 (NOV 2008)

**252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)**

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

“2D data matrix symbol” means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology – International Symbology Specification – Data Matrix.

“Acquisition cost,” for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item’s fair market value.

“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; e.g., the enterprise identifier along with the contractor’s property internal identification, i.e., tag number is recognized as the serial number; 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.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

“Government-furnished equipment” means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

“Item” means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through

incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Sensitive item” means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Special test equipment” means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

“Special tooling” means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Virtual UII” means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor’s property internal identification, i.e., tag number.

(b) *Requirement for item unique identification of Government-furnished equipment.* Except as provided in paragraph (c) of this clause—

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are—

(i) Valued at \$5,000 or more in unit acquisition cost; or

(ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) *Exceptions.* Paragraph (b) of this clause does not apply to—

(1) Government-furnished material;

- (2) Reparables;
- (3) Contractor-acquired property;
- (4) Property under any statutory leasing authority;
- (5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
- (6) Intellectual property or software; or
- (7) Real property.

(d) *Procedures for establishing UIIs.* To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Parent UII.
- (2) Concatenated UII.
- (3) Received/Sent (shipped) date.
- (4) Status code.
- (5) Current part number (if different from the original part number).
- (6) Current part number effective date.
- (7) Category code ("E" for equipment).
- (8) Contract number.
- (9) Commercial and Government Entity (CAGE) code.
- (10) Mark record.
  - (i) Bagged or tagged code (for items too small to individually tag or mark).
  - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
  - (iii) Effective date (date the mark is applied).
  - (iv) Added or removed code/flag.
  - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
  - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
  - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
  - (viii) Value, e.g., actual text or data string that is recorded in its human readable form.

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to “one (1)”.

(e) *Procedures for updating the DoD IUID Registry.* The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items—

- (1) Delivered or shipped from the Contractor’s plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
- (2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
- (3) Disposed of; or
- (4) Transferred to a follow-on or other contract.

(End of clause)

252.227-7013 FILL-IN

See Attachment 17(a) for Bell-Boeing’s Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data Made Under DFARs Clause 252.227-7013, “Rights in Technical Data – Noncommercial Items.”

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor in accordance with the schedule below:



**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012)**

(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) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, 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: Not Applicable [Contracting Officer shall insert the appropriate DHS contact information or website.]

(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 poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

The following have been modified:

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)**

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

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

- (i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi), and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the

clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract there under with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for



transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on  
the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished with Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST).....
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See Attachment 17(b).

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause

such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. \_\_\_\_\_ (Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

The following have been deleted:

CLAUSE DELETION

52.204-7	Central Contractor Registration	AUG 2012
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-24	Limitation Of Government Liability	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
252.203-7003	Agency Office of the Inspector General	APR 2012
252.203-7004	Display of Fraud Hotline Poster	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.217-7027	Contract Definitization	OCT 1998
252.225-7000	Buy American--Balance Of Payments Program Certificate	JUN 2012
252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2012
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	JUN 2012
252.226-7000	Notice Of Historically Black College Or University And Minority Institution Set Aside	APR 1994
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012

The following were previously included by reference and are now included by full text:

**252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)**

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

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

- (i) The reproduction, release, disclosure, or use is--
  - (A) Necessary for emergency repair and overhaul; or
  - (B) A release or disclosure to--
    - (1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or
    - (2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;
  - (ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
  - (iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.
- (15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.
- (16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
  - (b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):
    - (1) Unlimited rights. The Government shall have unlimited rights in technical data that are--
      - (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
      - (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
      - (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
      - (iv) Form, fit, and function data;
      - (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
      - (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
      - (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
      - (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
      - (ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with--
        - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired;
    - or
    - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.
  - (2) Government purpose rights.
    - (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--
      - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or
      - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
    - (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in

paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data. \*

(iv) The Contractor acknowledges that--

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and (E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.



(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on  
the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

**GOVERNMENT PURPOSE RIGHTS**

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

**SPECIAL LICENSE RIGHTS**

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings*.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data*.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers*.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor

or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS


The following have been modified:

### SECTION J

Section J - List of Documents, Exhibits and Other Attachments

### LIST OF ATTACHMENTS

Exhibits A&B	(Item 0002, 0102, 0202, 0302, and 0402) Contract Data Requirements List, DD Form 1423 (Updated in MYPII Defin Mod P00005)
Exhibit C	RESERVED
Exhibit D	RESERVED
Attachment 1	RESERVED
Attachment 2	████████████████████ dated 01 November 2012 (By reference)
Attachment 3	Engineering Change Proposal Baseline Changes dated 06 June 2013 (Updated in MYPII Defin Mod P00005)
Attachment 4(a)	Government Furnished Equipment Detail List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005)
Attachment 4(b)	MV-22 and CV-22 Government Furnished Equipment List dated 11 December 2012 (Updated in MYPII Defin Mod P00005)
Attachment 5(a)	DD Form 254, Department of Defense Contractor Security Classification Specification – Bell dated 18 December 2012
Attachment 5(b)	DD Form 254, Department of Defense Contractor Security Classification Specification – Boeing dated 11 December 2012
Attachment 6	Draft V-22 Obsolescence Management Plan, August 2009 Rev. C–
Attachment 7	████████████████████ dated 19 December 2012
Attachment 8	████████████████████ April 2013 (Updated in MYPII Defin Mod P00005)
Attachment 9(a)	Contractor Cost and Software Data Reporting Plan (CSDR) Plan - Bell dated 10 December 2012

- Attachment 9(b) CSDR Plan – Boeing 10 December 2012
- Attachment 9(c) CSDR Plan – Bell Boeing dated 10 December 2012
- Attachment 10 Long Lead-Time Items Parts List dated 21 December 2011
- Attachment 11 Economic Ordering Quantity Components, Materials, and Parts List, dated 15 May 2013 (Incorporated in MYPII Defin Mod P00005)
- Attachment 12 UID Parts Marking List dated 13 December 2012
- Attachment 13 Small Business Subcontracting Plan, JPO-9055-13V dated 31 January 2013 (Incorporated in MYPII Defin Mod P00005)
- Attachment 14 Distribution Statements
- Attachment 15 Critical Safety Items (Rev A)
- Attachment 16 Supplies to be Afforded Duty Free Entry Bell Boeing dated 11 December 2012
- Attachment 17(a) Bell Boeing Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data made under DFARS 252.227-7013, “Rights in Technical Data – Noncommercial Items” (Enclosures (1) and (4) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
- Attachment 17(b) Bell Boeing Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Computer Software made under DFARS 252.227-7014, “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation” (Enclosure (3) of Bell Boeing Letter JPO-9253-13V, dated 30 May 2013, is incorporated by reference) (Incorporated in MYPII Defin Mod P00005)
- Attachment 18  dated 20 December 2012

(End of Summary of Changes)