

Clause No.	Clause Title	Clause Version
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	(SEP 2011)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (IAW DFARS 205.470, DFARS 212.301(f)(x))	(DEC 1991)
252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	(MAR 2016)
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS	(AUG 2019)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).	(Jan 2017)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	(Nov 2015)
52.233-3	Protest After Award (31 U.S.C. 3553).	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)). (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:	(OCT 2004)
52.203-6	Restrictions on Subcontractor Sales to the Government, with 52.203-6 Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).	(Sep 2006)
52.203-13	Contractor Code of Business Ethics and Conduct (41 U.S.C. 3509). _ (3)52.203-15, (Jun 2010) Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)	(Oct 2015)
52.209-6	52.209-6, (Oct 2015) Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (31 U.S.C. 6101 note).	(Oct 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (41 U.S.C. 2313). _(10)[Reserved]	(Jul 2013)
52.219-8	Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)). X (17)	(Nov 2016)
52.219-9	Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).	(Aug 2018)
52.219-16	Liquidated Damages-Subcontracting Plan (15 U.S.C. 637(d)(4)(F)(i)).	(Jan 1999)
52.219-28	Post Award Small Business Program Rerepresentation (15 U.S.C. 632(a)(2)).	(Jul 2013)
52.222-3	Convict Labor (E.O. 11755).	(Jun 2003)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).	(Oct 2016)
52.222-21	Prohibition of Segregated Facilities.	(Apr 2015)
52.222-26	Equal Opportunity (E.O. 11246)	(Sep 2016)
52.222-35	Equal Opportunity for Veterans (38 U.S.C. 4212).	(Oct 2015)
52.222-35	Alternate I (Jul 2014).	(Jul 2014)
52.222-36	Equal Opportunity for Workers with Disabilities (29 U.S.C. 793).	(Jul 2014)
52.222-37	Employment Reports on Veterans (38 U.S.C. 4212).	(Feb 2016)
52.222-40	Notification of Employee Rights Under the National Labor relations Act (E.O. 13496).	(Dec 2010)
52.222-50	Combating Trafficking in Persons (22 U.S.C. chapter 78 and E.O. 13627).	(Jan 2019)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (E.O. 13513).	(Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).	(Jun 2008)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (31. U.S.C. 3332).	(Jul 2013)
52.242-5	Payment to Small Business Subcontractors (15 U.S.C. 637(d)(13)).	(Jan 2017)
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	(MAY 2019)
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	(JUN 2013)
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM-BASIC	(DEC 2017)
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (IAW DFARS 225.7003-5(a)(2), DFARS 212.301(f)(xxv))	(OCT 2014)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(DEC 2017)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (IAW DFARS 226.104)	(APR 2019)
252.227-7013	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	(FEB 2014)
252.227-7015	TECHNICAL DATA-COMMERCIAL ITEMS	(FEB 2014)

252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 2016)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	(DEC 2018)
252.232-7010	LEVIES ON CONTRACT PAYMENTS	(DEC 2006)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(DEC 2012)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	(JUN 2013)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	(JUN 2013)
252.246-7008	SOURCES OF ELECTRONIC PARTS	(MAY 2018)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA-BASIC	(FEB 2019)
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
5352.201-9101	OMBUDSMAN (IAW AFFARS 5301.9103)	(JUN 2016)
52.203-3	GRATUITIES (IAW FAR 3.202)	(APR 1984)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (IAW DFARS 203.970)	(SEP 2013)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (IAW FAR 4.1105(b))	(OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	(JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	(DEC 2014)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (IAW FAR 4.1903)	(JUN 2016)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (IAW FAR 4.2004)	(JUL 2018)
252.204-7004	Level I Antiterrorism Awareness Training for Contractors (IAW IAW 204.7203)	(FEB 2019)
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (IAW DFARS 204.7304(c))	(OCT 2016)
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (IAW DFARS 204.7403(c), DFARS 212.301(f)(ix))	(MAY 2016)
5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (IAW AFFARS 5304.404-90)	(OCT 2017)
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (IAW DFARS 211.274-6(b), DFARS 212.301(f)(iv))	(AUG 2012)
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (IAW FAR 12.301(b)(3))	(OCT 2018)
52.216-19	ORDER LIMITATIONS (IAW FAR 16.506(b))	(OCT 1995)
52.216-22	INDEFINITE QUANTITY (IAW FAR 16.506(e))	(OCT 1995)
52.216-32	TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN - ALTERNATE I (IAW 16.506(j))	(SEP 2019)
252.216-7006	ORDERING (IAW DFARS 216.506(a))	(MAY 2011)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (IAW FAR 17.208(g))	(MAR 2000)
252.217-7028	OVER AND ABOVE WORK (IAW DFARS 217.7702)	(DEC 1991)
252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS-BASIC (IAW DFARS 223.7106)	(SEP 2014)
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (IAW AFFARS 5323.9001)	(NOV 2012)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (IAW DFARS 225.1101(3))	(DEC 2017)
252.225-7013	DUTY-FREE ENTRY (IAW DFARS 225.1101(4))	(MAY 2016)
252.225-7048	EXPORT-CONTROLLED ITEMS (IAW DFARS 225.7901-4)	(JUN 2013)
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (IAW DFARS 225.7018-5)	(APR 2019)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (IAW DFARS 227.7203-6(a)(1))	(FEB 2014)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (IAW DFARS 227.7103-6(e)(1), DFARS 227.7104(e)(1), DFARS 227.7203-6(b))	(JAN 2011)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE (IAW DFARS 227.7104(e)(3), DFARS 227.7203-6(c))	(SEP 2016)
252.227-7030	TECHNICAL DATA-WITHHOLDING OF PAYMENT (IAW DFARS 227.7103-6(e)(2), DFARS 227.7104(e)(4))	(MAR 2000)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	(JAN 1997)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (IAW FAR 32.706-3)	(JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (IAW FAR 32.009-2)	(DEC 2013)

252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	(DEC 2018)
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS	(NOV 2012)
5352.242-9001	COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (IAW AFFARS 5342.490-2)	(NOV 2012)
52.245-1	GOVERNMENT PROPERTY	(JAN 2017)
52.245-9	USE AND CHARGES (IAW FAR 45.107(c))	(APR 2012)
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (IAW DFARS 245.107(2))	(APR 2012)
252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY (IAW DFARS 245.107(3))	(DEC 2017)
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (IAW DFARS 245.107(4))	(APR 2012)
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL (IAW DFARS 245.107(5))	(DEC 2017)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (IAW FAR 46.311, DFARS 246.202-4(1))	(DEC 2014)
52.246-16	RESPONSIBILITY FOR SUPPLIES (IAW FAR 46.316)	(APR 1984)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (IAW FAR 47.305-12(a)(2))	(JUN 2003)
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (IAW FAR 52.107(f))	(APR 1984)
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (IAW FAR 12.301(b)(2))	(OCT 2018)
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS -ALTERNATE I (IAW FAR 12.301(b)(2))	(OCT 2014)
252.215-7008	ONLY ONE OFFER (IAW DFARS 215.408(3))	(JUN 2019)
252.225-7010	COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (IAW DFARS 225.7003-5(b), DFARS 212.301(f)(xxvi))	(JUL 2009)
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (IAW FAR 3.909-3 (a))	(JAN 2017)
252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (IAW DFARS 203.171-4(b), DFARS 212.301(f)(iv))	(NOV 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (IAW FAR 4.1105(a)(1))	(OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (IAW FAR 4.1804(a), FAR 12.301(d))	(JUL 2016)
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (IAW 4.2105(a))	(AUG 2019)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTIAN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (IAW 4.2105(b))	(AUG 2019)
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (IAW DFARS 204.7304(a))	(OCT 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (IAW FAR 9.104-7(b))	(OCT 2018)
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (IAW FAR 9.104-7(d))	(FEB 2016)
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (DEVIATION 2018-O0018) (IAW DARS TRACKING # 2018-O0018)	(AUG 2018)
52.212-2	EVALUATION-COMMERCIAL ITEMS (IAW FAR 12.301(c))	(OCT 2014)
252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-BASIC (IAW DFARS 215.408(5)(i) and DFARS (5)(i)(A))	(JUN 2019)
52.216-27	SINGLE OR MULTIPLE AWARDS (IAW FAR 16.506(f))	(OCT 1995)
52.217-5	EVALUATION OF OPTIONS (IAW FAR 17.208(c))	(JUL 1990)
252.219-7000	ADVANCING SMALL BUSINESS GROWTH (IAW FAR 219.309(1))	(SEP 2016)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (IAW FAR 22.1705(b))	(MAR 2015)
52.225-18	PLACE OF MANUFACTURE (IAW FAR 25.1101(f))	(AUG 2018)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (IAW FAR 25.1103(e))	(AUG 2018)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (IAW DFARS 227.7103-3(b), DFARS 227.7104(e)(2), DFARS 227.7203-3(a))	(JAN 2011)
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	(DEC 2019)

252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	(DEC 2019)
252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	(DEC 2018)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	(AUG 2019)
252.204-7016	COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION	(DEC 2019)
252.204-7017	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION	(DEC 2019)
Non-Library Clause LCMC/WWK H001	ECONOMIC PRICE ADJUSTMENT CLAUSE (EPA)	(Apr 2019)
Non-Library Clause LCMC/WWK H002	DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION AND TRAINING (OMIT) (Full text below)	
Non-Library Clause LCMC/WWK H003	IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE (Full text below)	
Non-Library Clause LCMC/WWK-H004	COMMERCIAL COMPUTER SOFTWARE LICENSE (Full text below)	
Non-Library Clause LCMC/WWK H005	DELIVERY OF TECHNICAL DATA WHEN THE USAF BECOMES THE OPERATOR OF 85% OF THE ACTIVE FLEET (Full text below)	
Non-Library Clause LCMC/WWK H006	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Full text below)	
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs)	(NOV 2012)

**LCMC/WWK H002 - DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION AND TRAINING (OMIT)**

(a) Definitions. As used in this special contract requirement and associated CLINs:

- "OMIT Data" is defined for the purposes of this contract as all technical data, computer software documentation, computer data bases and graphics pertaining to the engine and support equipment required to successfully conduct all operation, maintenance, installation, and training activities, regardless of whether such activities are performed by Air Force military, civilian, or contract personnel.

A. OPERATION: "Operation" includes all procedures, guidance, and instructions for ground and inflight operating, handling, testing, emergency, utilization, familiarization, and functional use of the Engine(s), Support Equipment (SE), Aircrew Training Devices (ATDs), and Ground Training Devices (GTDs) to perform their intended functions. Operation also includes all data to identify, catalog, stock, source, acquire, procure, replenish, package, handle, store, and transport of the engine; and their subsystems, assemblies, subassemblies, components, parts, and pieces.

B. MAINTENANCE: "Maintenance" includes all scheduled and

unscheduled organizational, intermediate, and depot-level maintenance and repair capabilities to maintain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, and overhaul to maintain in, or restore to, a serviceable condition the engine and its subsystems., assemblies, subassemblies, components, parts, and pieces. Maintenance includes sustainment of the OMIT data itself.

C. INSTALLATION: "Installation" includes infrastructure such as facility planning, site surveys, hangers, maintenance facilities, supply chain management, hush houses, test cells, test stands and benches, runways, ramps, wash racks, fueling/defueling stations, tools, SE, communications, data links, security, data information.

D. TRAINING: "Training" includes formal and informal classroom, flight line, hanger, simulation, ground operation, and inflight supervised and unsupervised instruction in the flight of, operation of, use of, testing of, supply chain management of, and the organizational, intermediate, and depot-level maintenance of the engine; and its subsystems, assemblies, subassemblies, components, parts, and pieces.

2. The term "depot-level maintenance" as used in this contract means material maintenance or repair requiring the overhaul, upgrading, or rebuilding of parts, assemblies, or subassemblies, and the testing and reclamation of equipment as necessary, regardless of the source of funds for the maintenance or repair or the location at which the maintenance or repair is performed. The term includes:

A. Software maintenance, and

B. Interim contractor support or contractor logistics support (or any similar contractor support), to the extent that such support is for the performance of services described in paragraph (a) 2.

C. The term does not include the procurement of major modifications or upgrades of weapon systems that are designed to improve program performance. A major upgrade program covered by this exception could continue to be performed by private or public sector activities. The term also does not include the procurement of parts for safety modifications. However, the term does include the installation of parts for that purpose.

D. Does not include the manufacture of new items.

3. Other terms used in this special contract requirement defined in the following clauses have the same meaning as set forth in those clauses:

A. DFARS 252.227-7013;

B. DFARS 252.227-7014; and

C. DFARS 252.227-7015.

(b) Delivery Requirements. The contractor shall deliver all technical data, computer software documentation, computer databases, and graphics that are necessary or required to support OMIT and having the characteristics (e.g., content, format, and delivery medium) necessary for OMIT.

1. General. The Government requirements for such technical data, computer software documentation, computer databases, and graphics, include-

A. No less information or detail than industry standards, nor less than the contractor typically requires or uses to perform OMIT activities; and

B. Additional information or detail necessary for military purposes related to OMIT.

2. Depot-Level OMIT Data. Depot-level OMIT data includes a complete package

of technical data, computer software documentation, computer databases, and graphics necessary for installation and de-installation, and disassembly and reassembly, at the lowest practicable segregable level. Examples of data that are needed to perform depot-level maintenance include, but are not limited to, the following:

- A. Detailed engine technical data and information regarding all systems;
- B. Depot-level maintenance technical data and information regarding all systems, subsystems, and components; and
- C. Interface Control Documents (ICDs).
- D. Engine Maintenance Manual
- E. Component Maintenance Manuals
- F. Illustrated Parts Catalog

(c) License Rights. Contractor hereby grants or shall obtain for the Government unlimited rights in all technical data, computer databases, graphics, and computer software documentation necessary for OMIT. Any exceptions to this grant shall be identified and asserted as a restriction pursuant to LCMC/WWK - H003.

(d) Subcontractors and Suppliers. The contractor's obligations in this special contract requirement shall apply to all technical data, computer software documentation, computer databases, and graphics, including all technical data developed, delivered, or otherwise provided by subcontractors and suppliers at any tier; regardless of whether the OMIT data is, or relates to, commercial items or noncommercial items. The contractor shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors and suppliers at any tier. The contractor shall ensure all subcontractors and suppliers at any tier replicate this clause.

(e) Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract requirement limits or otherwise affects the parties' rights or obligations specified in DFARS 252.227-7019 or 252.227-7037. The Contracting Officer reserves the right to validate any asserted restriction or restrictive marking, at a later date, in accordance with the procedures of these clauses.

#### **LCMC/WWK - H003 IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE**

(a) Definitions. Terms used in this Special Contract Requirement (SCR) that are defined in the following clauses and SCR have the same meaning as set forth in those clauses:

1. DFARS 252.227-7013;
2. DFARS 252.227-7014;
3. DFARS 252.227-7015;
4. DFARS 252.227-7017; or
5. H002 Delivery and License Rights For Technical Data Necessary For Operation, Maintenance, Installation and Training (OMIT)

(b) Identification and Assertion of Restrictions. The contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software has been identified in accordance with the following requirements:

1. Pre-Award Identification and Assertion. In Appendix I, the contractor (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) identified all technical data and computer software that it proposed to be delivered or otherwise provided with less than the rights identified in Appendix B

– CDRL & Data Rights List as follows:

A. Noncommercial Technologies. Noncommercial technical data and noncommercial computer software was identified pursuant to DFARS 252.227-7017.

B. Commercial Technologies. The contractor also identified and asserted any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same types of information at the lowest practicable segregable level, using a similar format, and following the same procedures and requirements as specified at DFARS 252.227-7017.

2. Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph the contractor (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award Identification and Assertions (Appendix I) after contract award.

A. Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of DFARS 252.227-7013 and DFARS 252.227-7014, respectively.

B. Commercial Technologies. The contractor may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e., based on new information, or inadvertent omissions that would not have materially affected source selection).

C. Upon request by the Contracting Officer, the contractor shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertions, such as existing documentation supporting and claim of commerciality.

(c) Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph (b) of this clause, the contractor shall—

1. Ensure that the technical data and computer software are identified by their commonly used commercial descriptions, if possible, and also identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract, for example, by referencing the associated CLINs, CDRLs, or paragraphs in the statement of work.

2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract, online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.

3. Specifically address source code, object code, executable code, documentation, software support tools, S/SEE (software/systems engineering environment) documentation, Systems/Software Requirement Documents, Interface Control Documents, etc., regarding any computer software that is modified or developed either exclusively or partially at Government expense.

(d) Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The contractor shall concurrent with proposal submission provide copies of all proposed specially negotiated licenses, commercial licenses, non-disclosure agreements, and any asserted restrictions other than Government purpose rights; limited rights; restricted

rights; Small Business Innovation Research (SBIR) Program data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at 252.227-7015.

**LCMC/WWK- H004 - COMMERCIAL COMPUTER SOFTWARE LICENSE**

In accordance with the present clause and concurrent with proposal submission, the Contractor shall provide license agreement information for all COMMERCIAL computer software licenses to be obtained on behalf of or transferred to the US Government under this contract. In this arrangement, the Government may ultimately become the Licensee in certain COMMERCIAL computer software licenses, which software is specifically defined at DFARS 252.227-7014(a)(1). In order to permit the Government to become a Licensee in the COMMERCIAL computer software licenses, the Contractor shall first pre-review the COMMERCIAL computer software licenses intended for transfer to the Government to verify compliance with any one of Alternatives I, II or III, as shown below.

License agreements shall be provided to the Government Contracting Officer concurrent with proposal submission to ensure compliance with the terms and conditions shown below (Alternatives I and II only) to the extent known at the time an offer is submitted to the Government. For any COMMERCIAL computer software licenses which are not reasonably identifiable concurrent with proposal submission, such license shall be first pre-approved by the Government Contracting Officer prior to their incorporation into a system deliverable to ensure compliance with the terms and conditions shown below (Alternatives I and II only). This obligation to obtain pre-approval by the Government Contracting Officer, as described above, continues throughout contract administration.

In view of the above, it should be understood that the Government will not accept the COMMERCIAL computer software deliverables under the present contract until the Contractor satisfies at least one of Alternatives I, II or III, as described below. Furthermore, the Contractor hereby understands and agrees that Alternative I shall be the default selection, unless the Contractor makes an affirmative written election otherwise.

This clause does not apply to open source software.

Alternate I:

The terms and conditions required to permit any COMMERCIAL computer software licenses to be transferred to the Government (e.g., Government to become a Licensee) include the following:

1. Any license shall be perpetual in nature and may not be unilaterally terminated by the Licensor. All remedies available shall be consistent with the Disputes Clause in the underlying basic contract.
2. The Licensor shall not use the fact that the Licensee is using the Licensor's products in any notification to the public (e.g., no publicity rights permitted).
3. The Licensee is a Federal entity governed by Federal Statutes, Case Law, and Federal Regulations. Therefore, the Licensee shall remain any reference to



Federal Regulations. Therefore, the Licensor shall remove any references to binding the Licensee through any laws of any municipality, state, or foreign country.

4. The Licensor shall not include any clauses indicating a right to enter the premise of Licensee for the purpose of auditing the use of any license, as the Licensee cannot allow an auditor physical access to the Licensee's facility due to security concerns. The Licensor may submit to the Licensee written notice indicating a substantiated belief that the Licensee is not using the software within the terms described in the license and the Licensee may consider conducting its own internal audit and providing a certified statement of its findings to the Licensor.

5. The Licensor shall not use any integration clauses.

6. The Licensor shall not use any injunctive relief clauses as the Licensor cannot prevent the Licensee from performing mission operations.

7. The Contractor shall provide documentation to clearly correlate or map software license(s) to:

- a. Contract Line Item Numbers (CLINS);
- b. Contract Deliverables (CDRLS);
- c. Paragraphs in the statement of work (SOW); and/or
- d. Portions of any functional block diagrams and/or system architecture diagrams, so that it can be readily determined where certain COMMERCIAL computer software corresponding to certain software license agreement(s) are physically located on the system to be delivered under the contract.

8. The Licensor shall not include any clauses in the license agreement that in any way restrict assignment to the Government and/or restrict the Contractor from continuing as a licensee in said license agreement for the beneficial use of said license agreement by the Government.

9. The license shall not comment on the entitlement to attorney fees in the event of a dispute.

10. The license shall not disclaim all warranties through use of an "as is" provision.

11. The license shall not restrict the Government from using the product at various sites (i.e., applicable to a product-type license for a movable product, as opposed to a site-specific license for a non-movable product) nor use of the product by various Government agencies or third parties performing work on behalf of the Air Force under the AFNet. In performance of the AFNet, Government personnel as well as Government contractors may use the software. Additionally, the software may be used at Government sites and Government contractor sites and the sites may change over time. Thus, the software license shall be flexible to accommodate this situation if applicable.

12. The license shall not include non-substitution language that would preclude or limit the Government from switching to another vendor/reseller and/or another product to fulfill AFNet requirements.

13. The Licensor shall include the following clause (and no other) for disputes: "Since the Licensee is a Government entity, any dispute arising from or in connection with this agreement shall be subject to resolution in accordance with the Disputes Clause included in the basic contract and/or the Government may also consider resolving any disputes using an appropriate Alternate Dispute

also consider resolving any disputes using an appropriate Alternate Dispute Resolution (ADR) remedy."

14. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

15. Contractor shall provide a listing and copies of all commercial computer software licenses related to this Government Contract No. \_\_\_\_\_ .

Alternate II:

1. Add the clause described below to all third party COMMERCIAL computer software licenses with advance notice to and/or consent of applicable third party software vendors of said computer software licenses, for which said licenses are intended to be transferred to the Government: "The Government agrees to the provisions of the present Software License, as set forth above and affixed as an attachment to this Government Contract No. \_\_\_\_\_, to the extent that the provisions of the Software License are consistent with Federal procurement law(s) and at least the Department of Defense Federal Acquisition Regulation Supplement (DFARS) section 227.7202 and said contract. In the event that any of the provisions of the present Software License are determined to be inconsistent with Federal procurement law(s); DFARS section 227.7202 and/or said contract, the parties to the present Software License hereby agree that said provision(s) shall be null and void. In the event that any of said provision(s) are rendered null and void, as described hereinabove, the remaining provision(s) of said License shall remain in full force and effect.

Notwithstanding the above, the Government reserves the right to inspect or test any software, software documentation and/or service associated with the present Software License and tendered in performance of this contract for compliance therewith. In the event that said software, software documentation and/or service are deemed non-compliant, the Government shall be entitled to replacement, refund and/or equitable relief"

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

3. Contractor shall provide a listing and copies of all commercial computer software licenses related to the above described Government Contract.

4. Contractor shall satisfy sub-section 7, under Alternate I, as described hereinabove.

Alternate III:

1. If the Licensor will not agree to the terms and conditions cited above in Alternatives I and II; and/or as contained in DFARS 227.72, the Contractor shall obtain Licensor's consent to sever usage rights contained in any license(s), whereby said usage rights shall be assigned or otherwise transferred to the Government, so as to permit the Government to operate any related software or system containing the software which is associated with the license(s). All other rights and obligations contained in the license(s) shall remain with the Contractor. In this manner, the Contractor maintains their status as Licensee in said license(s) and only assigns or otherwise transfers usage rights portions thereof to the Government.

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

3. Contractor shall provide a listing and copies of all commercial computer software licenses related to this Government Contract No. \_\_\_\_\_ .

4. Contractor shall satisfy sub-section 7, under Alternate I, as described hereinabove if

applicable.

**LCMC/WWK H005 - DELIVERY OF TECHNICAL DATA WHEN THE USAF BECOMES THE OPERATOR OF 85% OF THE ACTIVE FLEET**

When the USAF becomes the operator of 85% or more of the combined basic engine and commercial derivative fleet described by the same Type Certification Data Sheet and the engines are no longer in production, the Contractor shall deliver Technical Data Packages (TDP) to the USAF for major engine components within this engine configuration at no additional cost. TDPs shall consist of the basic engine OEM's Models, Drawings, Associated Lists, Specifications, Standards, Quality Assurance Provisions, Software Documentation, and Packaging Details excluding data not owned by the basic engine OEM. All non-proprietary data shall be delivered with Unlimited Rights.

**LCMC/WWK H006 – DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE**

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the following Rights in Technical Data and Rights in Computer Software clauses of this contract, DFARS 252.227-7013, DFARS 252.227-7014, DFARS 252.227-7015, H002, H003, and H004.