

ARTICLE 7. DATA RIGHTS and INTELLECTUAL PROPERTY

a. The data rights of the parties are governed by AMS 3.5-13 Rights In Data – General (October 2014), with its Alternates II and IV (January 2009), which AMS clauses are incorporated herein by reference. For purposes of the Limited Rights Notice contemplated in AMS 3.5-13 Alternate II, the following shall apply:

LIMITED RIGHTS NOTICE (January 2009)

(a) These data are submitted with limited rights under Government Agreement No. 693KA9-21-T-00004 (and subcontract N/A, if appropriate). The Government may use, modify, reproduce, release, perform, display or disclose these data within the Government without restriction; however, these data will not, without written permission of the Company, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

Further study of the data by a Government contractor, educational or non-profit institution under provisions of a properly executed non-disclosure agreement for independent assessment; provisions of this non-disclosure agreement would extend to works and products derived from original limited rights data.

(b) This Notice must be marked on any reproduction of these data, in whole or in part.

In addition to all other data classified as unlimited rights data pursuant to this agreement, unlimited rights data under this agreement will also include:

Overview of design of the CLEEN Phase III GE technologies, including:

- Discussion of overall objectives of technology and project, discussion of design and analysis activities;
- Images that convey technology concepts for purposes of communication of project;
- Description of test, objective, and performance data sought, performance in terms of satisfactory or unsatisfactory;
- Overall objectives of technology and project, overview of progress to date, and planned next steps;
- General statements on fuel burn, emissions, and noise benefits of the technology with respect to the CLEEN Phase III Program goals;

Article 11. SUBCONTRACTORS

To the maximum extent practicable, the Contractor must incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this agreement.

The below must flow down in any subcontract at any tier for commercial items or commercial components:

- (i) Equal Opportunity (E.O. 11246);
- (ii) Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (iii) Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (iv) Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

GE must not enter into any subcontract with a contractor that is debarred, suspended, or proposed for debarment. GE must require each proposed first-tier subcontractor to disclose to GE, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

ARTICLE 12. AUDITS

GE hereby certifies that it has and will maintain government-approved accounting and invoicing systems, and that any invoices submitted under this program will be correct and just, and allowable and allocable. GE will provide access to records to the Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA) for data other than Commercial Item data and any data provided by or belonging to GE.

The General Accounting Office, the Department of Transportation, and the FAA or its designee will have the right to review and audit the books and records of GE and cognizant contractors (see pass-down requirement below) to the extent necessary to verify the allowability of costs under this Agreement and as otherwise required by law.

GE must maintain for the term of this Agreement and three (3) complete calendar years thereafter, such books and records as are reasonably necessary to accurately reflect its operations under this Agreement. The periods of access and examination must continue, however, for the time necessary to dispose of appeals, litigation, claims, disputes, or exceptions arising from performance or costs/expenses incurred under this Agreement.

GE must include in contracts and agreements with other parties for the purpose of effectuating the intent of this Agreement, a provision granting the U.S. Government access to contractor or agreement party records for the same purposes in this subparagraph concerning audits. The provisions of this subparagraph must survive termination or expiration of this Agreement.

ARTICLE 20. CIVIL RIGHTS ACT

GE must comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and provide a certification to that effect.

The below AMS Clauses and Provisions are incorporated by reference into this agreement:

AMS Clauses:

3.2.5-1 Officials Not to Benefit (October 2019)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2019)

3.3.1-12 Limitation of Cost (July 2018)

3.3.2-1 FAA Cost Principles (October 2019)

3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)

3.5-13 Rights In Data - General (October 2014), with its Alternates II and IV (January 2009)

3.5-13 Alternate II Rights in Data - General (January 2009)

3.5-13 Alternate IV Rights in Data - General (January 2009)

3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (October 2019)

3.13-15 Confidentiality of Data and Information (November 2016)