

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				L	1 23
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 10 APRIL 2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-2.3.3 SUITE 155 BLDG 2272 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20670	CODE N00019	7. ADMINISTERED BY (If other than item 6) DCMA BOEING PHILADELPHIA PO BOX 16859 PHILADELPHIA PA 19142-0859		CODE S3916A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BELL BOEING JOINT PROJECT OFFICE ██████████ 401 TILLY ROAD PLANT A AMARILLO TX 79111-1200				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N00019-12-C-2001	
				X 10B. DATED (SEE ITEM 13) 29-Dec-2011	
CODE 3B1P2		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)					
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: FAR 52.243-1 Changes					
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>1</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: jacksor133209 The purpose of this bilateral administrative modification is to incorporate payment instructions and no cost administrative updates.					
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 SIGNER (Type or print) Manager Contracts				15B. UNITED STATES OF AMERICA	
15C. DATE SIGNED 04/04/2013				16C. DATE SIGNED 10 APRIL 2013	

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

CLIN 0006

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

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C

Section C is deleted in its entirety and replaced with the following:

STATEMENT OF WORK

1. Items 0001— The MV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the “as built configuration” defined by the Drawing Number [REDACTED], [REDACTED], [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], Detailed Specification Attachment (2), with the exception of those requirements set forth in [REDACTED], [REDACTED], as modified by Engineering Change Proposal (ECP) Baseline Changes, Attachment (3). 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 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 aircraft called for hereunder shall be serially numbered in sequence beginning with serial numbers Lot 17 MV 168601 thru 168617.

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
[REDACTED]	17
[REDACTED] and [REDACTED] (includes one of each, [REDACTED])	17
[REDACTED]	17

[REDACTED]

2. Items 0006- The CV-22 aircraft to be furnished hereunder, fully fueled and ready for delivery, shall be fabricated to the "as built configuration" defined by the Drawing Number [REDACTED] [REDACTED] as modified by Engineering Change Proposal 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 CV-22 aircraft. Further, the CV-22 aircraft to be furnished hereunder shall meet the technical/performance requirements defined in the [REDACTED] V-22, Attachment (2), [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 aircraft called for hereunder shall be serially numbered in sequence beginning with Lot 17 CV 130068 to 130071.

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
[REDACTED]	4
[REDACTED]	4
[REDACTED] and [REDACTED] (includes one of each,	4
[REDACTED] and [REDACTED]	4

e. [REDACTED]

3. Items 0001, 0006- 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 [REDACTED] and B002 [REDACTED]. The first submission for CDRLs B001 and B002 are not required until after definitization of the undefinitized contract action established on 28 Dec 2012 via P00002 of Contract N00019-12-C-2001. Subsequent submissions shall be provided in accordance with CDRLs B001 and B002.

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 [REDACTED] and B004 [REDACTED]. The first submission for CDRLs B003 and B004 are not required until after definitization of the undefinitized contract action established on 28 Dec 2012 via P00002 of Contract N00019-12-C-2001. Subsequent submissions shall be provided in accordance with CDRLs B003 and B004.

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 [REDACTED] and B006 [REDACTED]. The first submission for CDRLs B005 and B006 are not required until after definitization of the undefinitized contract action established on 28 Dec 2012 via P00002 of Contract N00019-12-C-2001. Subsequent submissions shall be provided in accordance with CDRLs B005 and B006.

5. Contractor Integrated Performance Management: Contractor Integrated Performance Management: DFARS Clause 252.234-7002, Earned Value Management System (APR 2008), 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 first submission for CDRLs B008, B009 and B007 are not required until after definitization of the undefinitized contract action established on 28 Dec 2012 via P00002 of Contract N00019-12-C-2001. Subsequent submissions shall be provided in accordance with CDRLs B008, B009 and 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 (APR 2008), 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 additionally provide Contract Cost and Software Data Reporting (CSDR) in accordance with CDRLs B001, B002, B003, B004, B005, B006 and the CSDR Plan, Attachment (9). (but see language in Section C, Paragraphs 3.A.2-5 above regarding first submission under these CDRLs).

7. Integrated Baseline Review (IBR): The Contractor shall review its performance measurement baseline plan with the Government within six months of the contract award or initiation of an Undefinitized Contract Action, and subsequently, when required, following major changes to the baseline. The Government will verify during the IBR, and follow-on IBRs, when 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 (APR 2008); 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 (APR 2008), 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 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 which 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. All Class II changes (Contractor and Supplier) 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 Contractor shall be responsible for any costs due to a failure to obtain proper approvals or incurred in correction of any misclassification of changes.

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 [REDACTED].

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, however, will not be effective on this contract unless or until incorporated by modification to this contract after CCB approval. Engineering changes shall be developed utilizing 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 [REDACTED], 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 production aircraft. 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; however, 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 [REDACTED] 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. [REDACTED]

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 which reflects the aircraft "as built" status. This data is available in the company's Manufacturing Execution System (MES) which 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 reflown.

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.

K. [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], 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 squadron 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 squadron 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 [REDACTED] 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– 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 G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

The following have been modified:

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR)(MAY 2006) - ALT I (MAY 2006)

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or sub-line item number (SLIN)) and the accounting classification reference number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) In accordance with DFARS PGI 204.7108, numbered payment instruction "252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)" applies. The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(f) Informational SLINs, e.g. 000101, are as follows:

SLIN	ACRN	Amount Obligated
000101		
000102		
000103		
000601		
000602		
000603		
000604		
000605		
010101		
010601		
010602		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

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

(a) The amount presently available for payment and allotted to this contract for Item 0101 is [REDACTED] and Item 0106 is [REDACTED]. It is understood and agreed that such amount will permit performance of the said Item(s) 0101 and 0106 through [REDACTED]. The Contracting Officer may, by unilateral modification to this contract, extend the date specified above. If the date is extended, the amount allotted and available for payment under this contract will be increased by an amount sufficient for the extended period of performance. The Contractor is not authorized to make expenditures or to incur obligations and the Government shall not be obligated to reimburse the Contractor for expenditures or obligations, in the performance of the Item(s) specified above, which exceed the amount allotted and available for payment under this contract.

(b) If the Item(s) specified in paragraph (a) above are terminated on or before definitization of this contract, the maximum amount for which the Government shall be liable shall not exceed the amount then available for payment and allotted under this contract for the said Item(s). The termination settlement shall be limited to that material acquired, effort performed, or both, which are determined to have been necessary to protect the delivery schedule set forth in this contract for the Item(s) cited in paragraph (a) of this clause.

(c) Unless otherwise specifically stated in any change order, change orders issued under this advance acquisition contract shall not increase the limitation of Government liability established in accordance with paragraph (a) above.

SECTION I - CONTRACT CLAUSES

The following have been modified:

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011)

(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 fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(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.

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).....
--	------------------------------------	---	--

*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 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:

52.203-14 Display of Hotline Poster(s) DEC 2007

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	(Items 0002) Contract Data Requirements List, DD Form 1423
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 19 December 2012
Attachment 4	MV-22 and CV-22 Government Furnished Equipment List dated 19 December 2012
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	████████████████████ August 2009 Rev. █████
Attachment 7	████████████████████ dated 19 December 2012
Attachment 8	████████████████████ dated 13 December 2012

Contract N00019-12-C-2001 – Attachment (15) CRITICAL SAFETY ITEMS

The parties have not conducted a joint review of items contained within the V-22 aircraft baseline under this contract to determine which items meet the definition of DFARS 252.209-7010(a). Once performed, such review will result in a list of items to be set forth on this attachment which will be subject to the requirements of DFARS 252.209-7010. [REDACTED]

[REDACTED]