CERTIFICATION FOR THE USE OF BOEING TECHNICAL DATA
(For Landing Gear Spare Parts Only)
(Supplier/Bidder/Offeror)

This solicitation is for the competitive procurement of landing gear spare parts for E-3 and/or KC-135 aircraft (as applicable to this licensing agreement), and requires special certifications to protect technical data of The Boeing Company. The U.S. Government Department of Defense, through the 417th Supply Chain Management Squadron (417 SCMS), and Boeing have entered into an agreement whereby the Government may from time to time request from Boeing copies of technical data pertaining to military derivatives of certain commercial aircraft. This certification specifies your rights and obligations regarding use and disclosure of such technical data.

1. As a supplier/bidder/offeror, you acknowledge that Boeing technical data furnished through this solicitation or during the performance of any resulting contract is proprietary to The Boeing Company.

2. You agree to observe the following data disclosure and use restrictions:

a. Boeing technical data shall not be reproduced in whole or in part, except as required to respond to the solicitation or to perform any resulting contract.

b. Boeing technical data shall not be incorporated in whole or in part, into other documentation, nor shall it be used in any other way, except as required to respond to U.S. Government solicitations, or to manufacture landing gear spare parts for the Government under any resulting contract. You will mark "Boeing data incorporated" into any documentation to protect Boeing's rights.

c. Boeing technical data shall not be disclosed, in whole or in part, to any other person or entity. Within your company, Boeing's technical data will only be disclosed to those employees having a need to know the information for the purpose of responding to the solicitation or performing any resulting contract. Boeing technical data shall only be used for competing for or performing contracts for supplying landing gear spare parts to the U.S. Government.

d. The unsuccessful supplier/bidders/offerors shall destroy or return all of the technical data, including any copies thereof, upon the award of a contract to another, and shall provide to the Government a written notification to that effect. Upon the completion of contract performance, the successful supplier/bidder/offeror shall return or destroy all Boeing technical data, including any copies thereof and shall provide to the Government a written notification to that effect. Failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders or any other solicitations involving Boeing technical data.

e. The government and Boeing retain the right to review supplier/bidder/offeror records and facilities to verify compliance with the provisions of this certification regarding use, handling, return and destruction of Boeing technical data. Such reviews may be conducted on a non-interference basis during normal business hours after giving fifteen (15) days written notice in advance of such reviews.

3. Boeing is a third party beneficiary under any solicitation or contract involving Boeing technical data and can proceed against you under such contract or this certification. The Government or whomever the Government awards this contract to is obligated to notify Boeing of any actual or suspected breach you commit of the restrictions of this certification, which may come within its knowledge. Any such violation may be grounds for legal proceedings against you by the Government or Boeing, or both.

4. This certification shall be made a part of the Government's contract file to which the certification pertains. This certification and any related documentation you provide the Government in connection with it will be made available to Boeing upon request.

5. This certification is a requirement of the Government's contract with Boeing, and it cannot be altered or modified without Boeing's permission. You will not receive Boeing technical data until a properly executed certification has been received by the Government.

6. You agree to execute a new certification if you will request Boeing technical data after one year from contract award and final signatures and annually thereafter. Otherwise, you agree to destroy all such Boeing technical data and to provide written notification of destruction in the form specified in paragraph 2(d) of this certification.

7. This Agreement is governed by the United States Federal Law and Courts. The Parties waive application of the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, as amended. Each Party irrevocably consents to the exclusive jurisdiction and venue of a court of U. S. Federal Law, for any action arising out of or related to this Agreement.

Signatures _____