

CUSTOMER CONTRACT REQUIREMENTS
Transformational Satellite Communications System (TSAT) Space Segment Risk Reduction
and System Definition Phase Program (TSAT SS RRSD Phase Program)
CUSTOMER CONTRACT 40-0163
FA8808-04-C-0022

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

52.204-2 Security Requirements (AUG 1996). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995).

52.211-5 New Material (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."

52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries".

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (OCT 2000).

52.219-9 Small Business Subcontracting Plan (JAN 2002). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern.

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

52.223-11 Ozone Depleting Substances (MAR 2001).

52.223-13 Certification of Toxic Chemical Release Reporting (OCT 2000). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (JUN 2003). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000).

52.227-1 Authorization and Consent (JUL 1995).

52.227-1 Alternate I (APR 1984).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984). This clause applies only if this contract will involve access to classified information.

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.230-6 Administration of Cost Accounting Standards (NOV 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994).

52.242-15 Stop Work Order (AUG 1989), Alternate I (APR 1984). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-5 Competition in Subcontracting (DEC 1996)

52.244-6 Subcontracts for Commercial Items (APR 2003)

52.245-2 Government Property (Fixed Price Contracts) (JUN 2003). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.245-18 Special Test Equipment (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (JUN 1997).

2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (MAR 1999). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer. In paragraph (b), revise 45 days to 50 days.

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991). The term "Offeror" shall mean Seller. This clause applies only if this contract exceeds \$100,000 and if an item being purchased contains precious metal.

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.

252.211-7000 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1 million.

252.215-7000 Pricing Adjustments (DEC 1991). This clause applies only if this contract exceeds \$500,000.

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997). This clause applies if Seller has a comprehensive subcontracting plan approved by the Government under the test program described in DFARS 252.219-702(a).

252.225-7001 Buy American Act and Balance of Payment Program. (MAR 1998)

252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003).

252.225-7014 Preference for Domestic Specialty Metals (MAR 1998), Alternate I (MAR 1998).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (JUN 1997). "Contracting Officer" means Buyer. This clause applies only if the product furnished under this contract contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).

252.225-7025 Restriction on Acquisition of Forgings (JUN 1997). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.225-7026 Reporting of Contract Performance Outside the United States (JUN 2000). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises – DoD Contracts (SEP 2001). This clause applies if this contract exceeds \$100,000 and does not apply to the acquisition of commercial items/services as defined in FAR 2.101.

252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7015 Technical Data - Commercial Items (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

252.227-7016 Rights in Bid or Proposal Information (JUN 1995).

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 1995). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995). This clause applies only if Seller receives from any source in the performance of this contract any Government-Furnished Information (GFI) that is subject to restrictions on use, modification, reproduction, release, performance, display or further disclosure.

252.227-7030 Technical Data - Withholding of Payment (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

252.227-7036 Declaration of Technical Data Conformity (JAN 1997). This clause applies only if the delivery of data is required by this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999). This clause applies only if the delivery of data is required by this contract.

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.234-7001 Earned Value Management System (MAR 1998). This clause is applicable only if this contract states that the Earned Value Management System criteria applies to Seller. Para (f), Subcontracts selected for application of EVMS: "All Major Subcontractors for this contract with contract value/price exceeding \$25 million."

252.235-7003 Frequency Authorization (DEC 1991), Alternate I (DEC 1991). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000).

252.245-7001 Reports of Government Property (MAY 1994). Seller will provide information that the Buyer may require to complete Buyer's annual report.

252.247-7023 Transportation of Supplies by Sea (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

252.249-7002 Notification of Proposed Program Termination or Reduction (DEC 1996). This clause applies only if this contract is \$500,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

3. If goods or services being procured under this contract are for commercial items and [Clause H203](#) is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.219-8 Utilization of Small Business Concerns (OCT 2000). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$10,000.

252.225-7014, Preference for Domestic Specialty Metals (MAR 1998), Alternate I (MAR 1998).

252.247-7023 Transportation of Supplies by Sea (MAR 2000). This clause applies only if this contract exceeds \$100,000 and are a type of supplies described in paragraph (b)(2) of this clause. In paragraph (c), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

4. Cost Accounting Standards

The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated (APR 1998).

5. The following prime contract special provisions apply to this purchase order:

A. FOREIGN MILITARY SALES

The Seller certifies that the price of this Contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

B. FOREIGN OBJECT DAMAGE/CONTROL

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.

C. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any DoD Agency, during the performance of this Contract.

D. ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

(1) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(2) Unless a specific waiver has been authorized, Air Force procurements:

(A) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process;

(B) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS; and

(C) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

(3) For the purposes of the Air Force policy, the following are Class I ODS:

(A) Halons: 1011, 1202, 1211, 1301, and 2402

(B) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, CFC-217, and the blends R-500, R-501, R-502, and R-503.

(C) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.

(4) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances: NONE.

(5) To assist the Air Force in implementing this policy, Seller is required to notify Buyer if any Class I ODS not specifically listed above is required in the performance of this contract.

E. EXPORT CONTROLLED DATA RESTRICTIONS

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

6. ADDITIONAL PRIME CONTRACT FLOWDOWN PROVISIONS IN FULL TEXT

The following contract clauses are incorporated into this subcontract.

1. Application for Equipment Frequency Authorization

(a) This clause is applicable only if the subcontract requires the delivery of “frequency application” data.

(b) The Seller must ensure that radio frequencies are available to support electromagnetic radiating devices in their intended environment and that adequate protection from interference can be provided to receiving devices. Accordingly, the Seller shall submit DD Form 1494, Application for Equipment Frequency Allocation, to the Buyer by the delivery dates specified in the SDRL. Instructions for preparing the form are contained in AFI 33-118, Radio Frequency Spectrum Management, and on the form itself. Upon verification from the Government of frequency requirements, the Seller shall submit, if required, information to prepare a “Standard Frequency Action Format (SFAF) Request” to the person and address specified above. Instructions for preparing an SFAF are contained in AFI 33-118. Attention is directed to DFARS 252.235-7003, Frequency Authorization.

2. Enabling Clause Between Prime Contractors and Service Contractors

(a) The Air Force has entered into contracts with Tecolote Research, Inc.; MIT/Lincoln Lab; Titan Systems Corporation; Jet Propulsion Laboratory; and the TSAT SE&I SETA Team (Booz-Allen Hamilton) for services to provide acquisition support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve the following support: evaluation of system engineering, configuration management, data management, quality, software capability, supportability, integration, and test and evaluation concepts relative to this acquisition.

(c) In the performance of this subcontract, the Seller agrees to cooperate with the organizations listed in paragraph (a) in the areas of (see paragraph b).

(d) The Seller further agrees to include in each subcontract over \$1 million a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Buyer. This agreement does not relieve the Seller of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government, the Buyer or the service Contractor(s) and such subcontractors.

(e) Service Contractor personnel are not authorized to direct a Seller in any manner.

(f) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Seller nor Seller’s subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by this subcontract.

3. Implementation of Patent Rights Clause

(a) All documents and information required by the patent rights and/or patent reporting clauses set forth in this subcontract shall be submitted directly to the Government at the address below. All submittals shall cite the prime contract number and the subcontract number. The Seller shall provide a copy of transmittal letters to the Buyer.

SMC/JAQ
Attn: Patent Administrator
2420 Vela Way, Suite 1467
Los Angeles AFB
El Segundo, CA 90245

The SMC patent administrator can be reached at 310-363-6744

(b) This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission directly to the Government of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

4. Technical Review (MITRE)

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under the prime contract.

(b) Explanation of MITRE Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Seller agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Seller's technical efforts and/or contract requirements shall be effected only by the written direction of the Buyer's Authorized Purchasing Representative.

5. Enabling Clause for General Systems Engineering and Integration, Technical Review and Technical Support (Aerospace Corporation)

(a) The Air Force has entered into a contract with The Aerospace Corporation for the services of a technical group which will support the DOD program office by performing General Systems Engineering and Integration, by performing Technical Review Tasks, and by performing Technical Support Tasks.

(b) General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and

orbital operations; appraisal of the contractors' technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DOD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractors' efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(c) Technical Review (TR) includes the process of appraising the technical performance of the contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the Air Force Program Manager as an independent technical assessment for consideration for modifying the program or redirecting the contractors' efforts to assure timely and economical accomplishment of program objectives.

(d) Technical Support (TS) deals with broad areas of specialized needs of customers for planning, system architecting, research and development, horizontal engineering, or analytical activities for which the Aerospace FFRDC is uniquely qualified by virtue of its specially qualified personnel, facilities, or corporate memory. The categories of TS tasks are: Selected Research, Development, Test and Evaluation; Plans and System Architecture; Multi-Program Systems Enhancement; International Technology Assessment; and Acquisition Support.

(e) In the performance of this subcontract, the Seller agrees to cooperate with The Aerospace Corporation by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and including cost data (but excluding financial data)*; by delivering data as specified in the Subcontract Data Requirements List; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this subcontract; and by allowing observation of technical activities by appropriate Aerospace technical personnel. The Aerospace personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this subcontract.

*Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program (e.g., the Seller's forward pricing rates and factors).

(f) The Seller further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (e) above, subject to coordination with the Seller. This agreement does not relieve the Seller of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or The Aerospace Corporation and such subcontractors.

(g) The Aerospace Corporation personnel are not authorized to direct the Seller in any manner. The Seller agrees to accept technical direction as follows:

1. Technical direction under this subcontract will be given to the Seller solely by the Buyer.
2. Whenever it becomes necessary to modify the subcontract and redirect the effort, a Change Order signed by the Buyer's Authorized Purchasing Representative, or a Supplemental Agreement signed by both the Seller and the Buyer will be issued.

6. Information Assurance

Information systems shall be managed and engineered using best industry process and practices that are known to reduce security risks, including the risks to timely accreditation. Information assurance requirements shall be included as part of design activities to ensure availability, integrity, authentication, confidentiality, and non-repudiation of critical program technology and information. This includes providing for the restoration of information systems by incorporating protection, detection, and reaction capabilities. Information assurance requirement shall be established and maintained throughout the acquisition life cycle. All Automated Information Systems (AIS) shall meet security requirements in accordance with DoDD 8500.01 and DoDI 5200.40 and be accredited by the Designated Approving Authority prior to processing classified or sensitive unclassified data.

7. Enabling Clause for TSAT Systems Engineering and Integration (SE&I)

(a) The Air Force has entered into a contract with Booz-Allen Hamilton (BAH) for the services of a contractor team, which will support the DOD program office by performing Transformational Satellite Communications System (TSAT) Systems Engineering and Integration.

(b) TSAT Systems Engineering and Integration (SE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DOD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractors' efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(c) In the performance of this agreement, the Seller agrees to cooperate with the SE&I contractor by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and excluding financial data; by delivering data as specified in the Subcontract Data Requirements List; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this Agreement; and by allowing observation of technical activities by appropriate SE&I technical personnel. The SE&I personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this Agreement.

(d) The Seller further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Buyer. This agreement does not relieve the Seller of his/her responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Buyer, the Government or the SE&I contractor and such subcontractors.

(e) The SE&I contractor personnel are not authorized to direct the Seller in any manner. The Seller agrees to accept technical direction as follows:

1. Technical direction under this subcontract will be given to the Seller solely by the Buyer.

2. Whenever it becomes necessary to modify the subcontract and redirect the effort, a Change Order signed by the Buyer's Authorized Purchasing Representative, or a Supplemental Agreement signed by both the Seller and the Buyer will be issued.

8. Transformational Satellite Communications System (TSAT) Organizational Conflict of Interest

(Note: This clause is only applicable if the subcontractor or any lower-tier subcontractor is performing development effort as defined in FAR 35.001.)

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the judgment or objectivity of contractors who are primary participants in the Transformational Satellite Communications System (TSAT) Space Segment, or to preclude the TSAT Space Segment contractors, or other TSAT contractors, from obtaining an unfair competitive advantage in concurrent or future acquisitions for the TSAT Program.

(1) Descriptions or definitions:

(i) "Contractor" means the business entity receiving the award of this subcontract. It does not include the entity's parent, or other affiliates, divisions and subsidiaries of that parent entity.

(ii) "Division" of a company, corporation, or organization means a business entity that maintains organizational, physical, geographic, and data separation from the entity's parent and other entities owned by, affiliated with, or divisions or subsidiaries of that parent entity.

(A) Organizational Separation. Management, program staff, and administrative support staff participating in the Space Segment must reside in separate business segments and must report through a separate management chain than management, program staff, and administrative support staff participating in either the TSAT Network Segment or the System Engineering/System Integration (SE&I) Segment.

(B) Physical or Geographic Separation. Management, program staff, and administrative support staff participating in the Space Segment must work in offices that are, at a minimum, physically separated, or geographically separated from management, program staff, and administrative support staff participating in either the TSAT Network Segment or SE&I Segment.

(C) Data Separation and Protection. Management, program staff, and administrative support staff participating in the Space Segment must implement information-handling procedures to ensure that data related to the Space Segment is not accessible by management, program staff, and administrative support staff participating in TSAT Network Segment or the SE&I Segment and vice versa. This separation must be controlled and monitored.

(iii) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(iv) "Network Segment" means the development and design of the Network Operations Center/Operations Management Center and protocols.

(v) "Systems Engineering/Integration Segment" or "SE&I Segment" means the contractor-provided systems engineering and integration support to the TSAT Program.

(vi) "TSAT Space Segment" means the satellite segment of the TSAT Program.

(b) The Government places the highest priority on protecting the integrity of the TSAT Space and Network Segment acquisitions by precluding either segment from biasing the independent development of the other's design or by creating an unfair competitive advantage. Therefore, the Seller shall comply with the applicable OCI Mitigation Plan specified in clause 9, "Organizational Conflict of Interest Mitigation Plan" below, as may

be amended from time-to-time to conform to Government requirements. The Seller may submit a supplemental OCI Mitigation Plan, if necessary, to implement the requirements of the Boeing OCI Mitigation Plan at its location. This supplemental OCI Mitigation Plan must be submitted to the Buyer and is subject to Government approval prior to implementation. Any proposed changes to an approved OCI plan must be submitted to the Buyer for approval by the Buyer and the Government.

(c) Consistent with the definition of a “division” as specified in this clause, the Seller is precluded from participating in the TSAT SE&I Segment either as a prime contractor or as a subcontractor at any level.

(d) The restrictions stated above shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work, which are subject to the OCI restrictions identified in this clause and in FAR Subpart 9.505, unless excused in writing by the Government.

(e) The Seller shall submit a request through the Buyer to the Contracting Officer to obtain the Contracting Officer's written approval to assign a former TSAT Space Segment team employee to either the SE&I or TMOS programs if that employee had been assigned to the TSAT Space Segment team within the past 365 days. Each request for approval shall provide suitable rationale applicable to the individual case to justify why the assignment is desired and why the action will not compromise current OCI mitigation safeguards.

9. Organizational Conflict of Interest Mitigation Plan

(Note: This clause is only applicable if the subcontractor or any lower-tier subcontractor is performing development effort as defined in FAR 35.001.)

(a) The Seller shall comply with the applicable OCI Mitigation Plan specified in paragraph (c) below. This clause is also applicable to any lower-tier subcontractor if that lower-tier subcontractor is performing development effort as defined in FAR 35.001.

(b) The Seller shall report any violation of the OCI Mitigation Plan(s) listed below and incorporated herein by reference, whether by its own personnel or those of the Government or other contractors, to the Buyer’s Authorized Purchasing Representative. This report shall include a description of the violation and the actions the Seller has taken or proposed to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Government Contracting Officer, the Buyer and the Seller shall agree on appropriate corrective action, if any, or the Government Contracting Officer shall direct such action.

(c) The Seller shall include this clause and the appropriate OCI Mitigation Plan in any lower-tier subcontract that meets the criteria in paragraph (a) above, except for subcontracts for the sale of commercial items.

OCI Mitigation Plan(s)

Applicable to:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Boeing TSAT Space Segment Risk Reduction and System Definition Phase Program Organizational Conflict of Interest Mitigation Plan, Revision G dated March 3, 2005 • Raytheon Company Organizational Conflict of Interest (OCI) Mitigation Plan for the TSAT Space Segment RRSO Phase, Rev. D, dated 03/03/05 | <p>This contract, unless the Seller is The Raytheon Company or has a separate TSAT SS OCI Mitigation Plan approved by the Government.</p> <p>The Raytheon Company</p> |
|--|---|

(d) All program information generated under this contract (i.e., information that results from effort that is a direct charge to this contract) shall be marked as “TSAT SS Program Sensitive Information”, except for any financial information and summary level schedule information concerning contract performance.

(e) The Seller shall designate the appropriate personnel to implement the requirements of the applicable OCI Mitigation Plan, to conduct training in the requirements of the Plan to its employees, to monitor compliance with this Plan, and to report any violations to the Buyer. Seller shall identify these personnel to the Buyer.

(f) The Seller shall provide to the Buyer a roster of all employees who have been trained and have signed the appropriate Acknowledgement form. Such roster shall include the employee name, identification number and training date. Access to TSAT Space Segment Procurement/Program Sensitive Information shall be limited to these individuals. The Seller shall maintain original signed copies of employee Acknowledgement Forms.

(g) The Buyer has the right to audit the Seller's compliance with the requirements of the OCI Mitigation Plan, with this clause, and with the prior clause 8, "Transformational Satellite Communications System (TSAT) Organizational Conflict of Interest", at any time during contract performance.



Boeing TSAT OCI
Mitigation Plan (Rev C

(See following attached document.)

**Boeing Transformational Satellite Communications System (TSAT) Space Segment
Risk Reduction and System Definition (RRSD) Phase Program
Organizational Conflict of Interest Mitigation Plan
Revision G dated March 3, 2005**

1.0 Background

The Boeing Company (“Boeing”), as prime contractor, has formed a broad industry team to pursue a prime contract award for the TSAT Space Segment RRSD Phase Program. This acquisition covers the system design of the TSAT program satellite segment, i.e., TSAT and APS spacecraft, the Spacecraft Operations Center, and Gateways. Separately, Boeing and certain subcontractors are also competing for the TSAT TSAT/APS Mission Operation System (TMOS) Segment Program. This work includes the development and design of the TSAT Network Operations Center, Operations Management Center and protocols.

The Government intends to have the systems produced under the TSAT Space Segment and the TSAT TMOS programs work together. However, the Government places the highest priority on protecting the integrity of the TSAT Space Segment and TMOS acquisitions by precluding either segment from biasing the independent development of the other’s design or by creating an unfair competitive advantage. Therefore, the TSAT Space Segment and the TSAT TMOS programs must be conducted independently. In addition, the TSAT System Engineering/ System Integration (SE&I) Segment contractor is precluded from participating on either the TSAT Space Segment or TSAT TMOS programs.

2.0 Purpose

Because certain members of the Boeing team are competing for both the TSAT Space Segment and TSAT TMOS Segment acquisitions, the existence of conflicting roles that might bias the Boeing team’s judgment or that might provide unfair competitive advantage will be prevented by implementing the safeguards specified below. These safeguards are designed to mitigate or prevent any actual or potential organizational conflict of interest, as defined in FAR Section 9.501, and to comply with the restrictions defined in prime contract clause SMC--H012, “Transformational Satellite Communications System (TSAT) Organizational Conflict of Interest” by precluding the flow of information between the programs and by protecting the sensitive information of other contractors that may be received by the Boeing team.

3.0 Scope

This Plan is incorporated by reference into prime contract provision SMC--H002 “Organizational Conflict of Interest” and applies to the Boeing team, including subcontractors as referred to below, and its employees who are actually performing work on the TSAT Space Segment Program. Boeing will oversee the requirements and overall implementation of this Plan with its TSAT Space Segment program team members. Boeing will flow down compliance with this OCI Mitigation Plan as a contractual requirement to any subcontractor performing development effort as defined in FAR 35.001. These subcontractors are listed in contract provision SMC--H002. (Flow down of this OCI Mitigation Plan is not required for procurements of commercial items as defined in FAR 2.101.) Contractual acceptance of this Plan by the subcontractor (i.e., incorporation into the subcontract by reference as a compliance document) fulfills its requirement to submit an individual OCI Mitigation plan for that subcontract, and work under the subcontract may commence.

However, in the event that a subcontractor desires to deviate from the provisions of this Plan, such deviations will be formulated into a separate OCI Mitigation Plan applicable to that subcontractor and shall be submitted to the Contracting Officer for approval. Once approved, any such subcontractor OCI Mitigation Plans will then be included in Clause SMC -- H002 and referenced in the subcontract. Work shall not commence under the subcontract until the Government approves the subcontractor's OCI Mitigation Plan. The provisions of the Government-approved TMOS OCI Mitigation Plan(s) will govern the effort being performed by the Boeing Team under the TSAT TMOS Segment Program.

4.0 Definitions

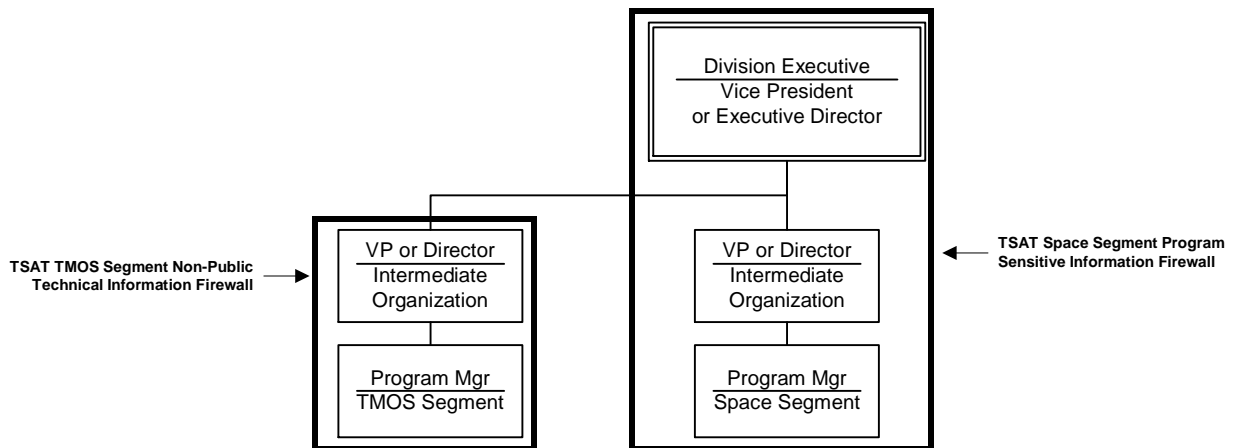
- 4.1 "Firewalled Programs" are the TSAT Space Segment Program, the TSAT TMOS Segment Program, and the TSAT SE&I Segment Program.
- 4.2 "Division" of a Boeing team member means a business entity of that team member that maintains organizational, physical, geographic and data separation from the entity's parent and other entities owned by, affiliated with, or divisions or subsidiaries of that parent.
- 4.3 "Procurement Sensitive Information", as used in this Plan, shall mean any information disclosed to Boeing or to its subcontractors from another company in support of the TSAT Space Segment Program that is marked "Competition Sensitive" or "Proprietary Information" or has been identified by the discloser to be of a proprietary nature and has not been authorized by the Government or the Contractor who generated the information as authorized for public release.
- 4.4 "Program Sensitive Information" means non-public technical information and programmatic information, excluding financial information and summary level schedule information concerning contract performance, other than Procurement Sensitive Information, developed under the TSAT Space Segment Program RRSD Phase prime contract. "Non-public information" is information that is not in the public domain. TSAT Space Segment Program Sensitive Information may be publicly disclosed only if approved by the Contracting Officer pursuant to clause DFARS 252.204-7000, "Disclosure of Information".
- 4.5 "Executives" shall mean Senior Management Officials (i.e., Executive Director, Vice President or Senior Vice President) and their staffs who manage divisional organizations and who are not involved in the day-to-day management activities of the TSAT Space Segment Program, but who may conduct required procedural and/or management reviews or other general management activities that are necessary to support the execution of the TSAT Space Segment Program.
- 4.6 "TSAT Space Segment Program Team" means those individuals of the Boeing team who are assigned to the TSAT Space Segment Program. These people constitute a separate "Firewalled Program Team".
- 4.7 "TSAT TMOS Segment Program Team" means a separate team of individuals performing on the TSAT TMOS Segment Program whose activities are governed by a separate, Government-approved OCI Mitigation Plan. These people constitute a separate "Firewalled Program Team".

- 4.8 “IRAD employee” means any individual employed by the Boeing team who is assigned to perform Independent Research and Development (IRAD) activities and who is not assigned to a Firewalled Program Team.

5.0 Firewall Restrictions

- 5.1 Firewall restrictions identified herein shall become effective upon the award of a TSAT Space Segment prime contract to The Boeing Company. All TSAT Space Segment Program Team members and all Executives who have access to TSAT Space Segment Program Sensitive Information shall comply with the requirements of this OCI Mitigation Plan.
- 5.2 No division of the Boeing team that is participating either as a prime contractor or as a subcontractor in the TSAT Space Segment Program shall participate as either a prime contractor or a subcontractor in the TSAT SE&I Segment.
- 5.3 Upon commencement of the firewall restrictions, discussion or exchanges of Procurement Sensitive Information or Program Sensitive Information between the Firewalled Program Teams shall only occur with the permission and in the presence of authorized Government personnel, or other Government designated entity such as the SE&I Segment Contractor, and shall comply with any Government-imposed restrictions on any such meeting.
- 5.4 TSAT Space Segment Program Team members shall be properly trained and notified of the restrictions pursuant to this Plan and shall provide a signed acknowledgement of such restrictions on the Acknowledgement Form (Exhibit A) before being granted access to TSAT Space Segment Program Sensitive or Procurement Sensitive information.
- 5.5 All Executives, regardless of level, are prohibited from having access to TSAT Space Segment Procurement Sensitive Information. Executives whose span of management control covers only the TSAT Space Segment effort may have access to TSAT Space Segment Program Sensitive Information. Any Executive whose span of management control covers both the TSAT Space Segment effort and the TSAT TMOS Segment effort may have access to TSAT Space Segment Program Sensitive Information, provided that the Executive recuses himself or herself from being granted access to TSAT TMOS Segment Program Sensitive information; except that, such Executives may only receive summary financial data and schedule information from the TMOS Segment effort. All Executives who will have access to TSAT Space Segment Program Sensitive Information shall be properly trained and notified of the restrictions pursuant to this Plan and will sign the Acknowledgement Form (Exhibit A) before being granted access to TSAT Space Segment Program Sensitive information.
- 5.6 TSAT Space Segment Program Team employees shall not disclose Procurement Sensitive Information or Program Sensitive Information to anyone who is not a team member; except that, Program Sensitive Information may be disclosed to TSAT Space Segment Program Executives in accordance with the provisions of this Plan. TSAT Space Segment Program Executives shall not disclose Program Sensitive Information to any individual not authorized to receive such information under this Plan and are required to maintain Program Sensitive Information within the protected information firewalls.

5.7 Organizational Separation between the TSAT Space Segment and TSAT TMOS Segment Program teams shall be accomplished by requiring each Program Team to be supported by a separate Program Manager who reports through a separate management chain to an Executive within the management structures of the Boeing team members. There shall be no responsibility or oversight for other Firewalled Programs through this management reporting chain. A graphical representation of this organizational separation concept, and the provisions described in paragraph 5.5 above concerning Executives' access to TSAT Program Sensitive Information, is presented in the figure below.



5.8 Procurement Sensitive Information and Program Sensitive Information exchanged and/or generated in support of the TSAT Space Segment Program Team shall be isolated physically (i.e., stored and used only in designated TSAT Space Segment Program areas) and isolated electronically (i.e., stored on file servers with strict access control) and protected against unauthorized or inadvertent disclosure to any individual who is not authorized under this Plan to receive such information. Access to protected information shall be limited to TSAT Space Segment Program Team members, as identified by name. The individual named in paragraph 7.2 shall maintain this program access list. Individuals who leave the TSAT Space Segment Program team shall immediately be de-accessed from Program Sensitive and Procurement Sensitive information. Hardcopy materials of protected information shall be stored in locked containers or offices (i.e. locked file cabinets, locked offices, or within the Firewalled Program Team's controlled access area). Excess copies of protected information requiring destruction shall be placed in approved containers used for Company Private, Company Proprietary, and Competition Sensitive Information, and shall be destroyed in accordance with approved security procedures either by incineration, shredding, or hammer mill methods.

5.9 Offices, workspace, and workstations used by the TSAT Space Segment Program Team shall be physically separated from other Firewalled Program Teams and databases shall be password protected to ensure appropriate isolation and allow for controlled access to those directly supporting the TSAT Space Segment Program. The standard approach for implementing physical separation will be to house the TSAT Space Segment Program in separate buildings from the other Firewalled Program Teams. In the event that the same building must be used, then each team will be located in separate sections of the building with access to each program area controlled by cipher locks or other means of access control

(e.g., electronic badge readers programmed to allow access only to Firewalled Program Team members). In this scenario, training to TSAT Space Segment Program Team members will emphasize their obligation not to discuss Program Sensitive or Procurement Sensitive Information, or not to use any equipment such as copiers, fax machines or computers, outside of the TSAT Space Segment Program area.

- 5.10 Employees assigned to the TSAT Space Segment Program Team shall not work in support of another Firewalled Program Team. Employees who leave the TSAT Space Segment Program Team shall be restricted from working on another Firewalled Program Team, or from providing IRAD support for Firewalled Programs, for a period of one year, unless otherwise approved by the Government. These restrictions shall be effective until the Government has lifted the Firewall Restriction from the TSAT Programs.

6.0 Use of Independent Research and Development

- 6.1 Boeing team members plan to conduct Independent Research and Development (IRAD) activities, such as efforts for modeling, simulations and test beds, which may benefit multiple programs. The products of such IRAD efforts may be made available to the Firewalled Programs without restriction. Also, IRAD tools may be made available to either Firewalled Program on an independent access basis (i.e. when utilized by one Firewalled Program Team, personnel from the other Firewalled Program Team are excluded from workspace and tools).
- 6.2 An IRAD employee may provide technical support to the TSAT Space Segment Program Team for the purpose of integrating IRAD products into the TSAT Space Segment Program; provided that, (1) the IRAD employee is not granted access to TSAT Space Segment Procurement Sensitive or Program Sensitive Information and that (2) the IRAD employee must not have had access to TSAT TMOS Program Sensitive Information generated under the TSAT TMOS Segment contract within the past 365 days or to Procurement Sensitive Information received by the TSAT TMOS Program Team.
- 6.3 In the event that an IRAD employee is exposed to TSAT Space Segment Procurement Sensitive or Program Sensitive Information without the prior written permission of the Contracting Officer, then that employee becomes a de facto member of the TSAT Space Segment Program Team, will be subject to the same restrictions as specified in this Plan, and is required to sign the Exhibit A Acknowledgement Form.
- 6.4 IRAD employees who support the TSAT Space Segment Program shall be properly trained and notified of the restrictions pursuant to this Plan and shall sign the attached IRAD Employee Acknowledgement Form (Exhibit B) prior to providing such support. Such Acknowledgement attests that they have not been exposed to TMOS Segment non-public technical information generated under the TSAT TMOS Segment contract within the past 365 days from the date they are to provide IRAD support to the TSAT Space Segment Program. The appropriate TSAT Space Segment Program Team member will also countersign this Acknowledgement Form after completion of IRAD support, attesting that the IRAD employee was not granted access to TSAT Space Segment Procurement Sensitive or Program Sensitive Information.

7.0 OCI Mitigation Plan Administration

- 7.1 The Boeing Contracts Manager (CM) for the TSAT Space Segment prime contract shall have corporate oversight of this Plan. The Boeing TSAT Space Segment Program Manager will assist the CM in the implementation and enforcement of this Plan for the TSAT Space Segment Firewalled Program Team. The Boeing Satellite Systems (BSS) Ethics Advisor will assist the CM in the implementation and enforcement of this Plan at both the working and the Executive levels.
- 7.2 The CM shall maintain the list of individuals accessed to protected information. The CM shall conduct training for, or have training conducted for, all applicable Boeing employees in the requirements of this Plan and will maintain copies of the acknowledgement forms signed by Boeing employees. Training for all TSAT Space Segment Program Team employees will be conducted within ten working days after TSAT Space Segment RRSB contract award and individually as new employees join the team. Refresher training will be provided annually to the TSAT Space Segment Program Team.
- 7.3 The CM, as assisted by the Program Manager and the BSS Ethics Advisor, will be available for interpretation and clarification of the plan and shall be responsible for determining and implementing appropriate corrective action for any violations.
- 7.4 The CM shall ensure that the requirements of this Plan are flowed down to Boeing subcontractors. Subcontractors will designate the appropriate personnel to implement the requirements of this Plan, to conduct training in the requirements of this Plan to their employees, to monitor compliance in accordance with this Plan, and to report any violations to Boeing.
- 7.5 Boeing shall request the Contracting Officer's formal approval to assign a former TSAT Space Segment Team employee to the TMOS Segment Program if that employee had been assigned to the Space Segment Team within the past 365 days. Each request for approval shall provide suitable rationale applicable to the individual case to justify why the assignment to the TMOS team is desired and why this action will not compromise current OCI Mitigation safeguards.
- 7.6 Debriefings. TSAT Space Segment Program Team Members leaving the TSAT Space Segment Program shall meet with the CM prior to departing the program for a formal program debriefing. This debriefing will provide a refresher to the Team Member as to the continuing requirements of this OCI Mitigation Plan and will be evidenced by signature of the original Team Member Acknowledgement Form.

8.0 Violations

- 8.1 The CM shall report any actual or suspected violation of this Plan, whether by its own personnel or those of other contractors or the Government, to the Contracting Officer within five working days after the CM first receives notification from any source of the violation. This report shall include a description of the violation and the actions the Boeing team has taken or proposed to take to mitigate and avoid repetition of the violation. After conducting such inquiries and discussions as may be necessary, the Contracting Officer and Boeing shall

- agree on appropriate corrective action, or the Contracting Officer shall direct such action, if any, subject to the terms of the TSAT Space Segment prime contract.
- 8.2 If information is provided to the TSAT Space Segment Program Team from an outside source that is deemed to violate the terms of this Plan, the CM shall notify the Contracting Officer of the information received so that appropriate corrective action can be undertaken to remove such information. Notification shall be provided within the time specified in 8.1 above.
 - 8.3 TSAT Space Segment Program Team and IRAD employees who become aware of any violation of this Plan will report it to the appropriate authority. Boeing employees performing work on the TSAT Space Segment Program will report violations to the Boeing Contracts Manager referred to in paragraph 7.1 above. Subcontractor employees will report violations to the designated personnel required by 7.4 above.
 - 8.4 Violations of this plan will be grounds for appropriate disciplinary action consistent with the corporate policies of the respective employer.

Exhibit A

**TSAT Space Segment Program Team Employee and Executive Employee
ACKNOWLEDGEMENT FORM**

I acknowledge that I have read and understand the Boeing Transformational Satellite Communications System – (TSAT) Space Segment Organizational Conflict of Interest Mitigation Plan (i.e., Plan). I further acknowledge that I have received training in the understanding of its requirements.

I understand that I am a TSAT Space Segment Program Team employee, or an Executive employee who has access to TSAT Space Segment Program Sensitive Information, and that by signing this form, I confirm that I will comply with the restrictions described in the TSAT Space Segment OCI Mitigation Plan as set forth in the Revision and Date specified below. I will not disclose any Procurement Sensitive Information or any Program Sensitive Information to any individual not authorized to receive such information, no matter the form of any such restricted information (e.g., technical data, plans, reports, studies, etc.).

I understand that if I have any questions or uncertainties regarding the meaning or application of the Plan, I shall obtain clarification, guidance, or direction from the persons identified in Section 7 of the Plan.

I confirm that I have not worked as part of the TSAT TMOS Segment Program Contract Team within the past 365 days. I also confirm that I have not had access to TSAT TMOS Segment non-public technical information that was developed under the TSAT TMOS Segment prime contract or subcontract thereunder within the past 365 days.

Further, if I am an Executive employee whose span of management control covers both the TSAT Space Segment effort and the TSAT TMOS Segment effort, I understand that I shall recuse myself from being granted access to TSAT TMOS Segment Program Sensitive information.

Further, if I am a TSAT Space Segment Program Team employee, I understand that I will not be able to participate on the TSAT TMOS Program for a period of one (1) year after I leave the TSAT Space Segment Program, unless I am otherwise notified by the appropriate Boeing authority as defined in Section 7 of the Plan.

Signature: _____

Printed Name: _____

Date: _____

Debrief Acknowledgement

Signature: _____

Date: _____

Exhibit B
IRAD Employee
ACKNOWLEDGEMENT FORM

I acknowledge that I have read and understand the Boeing Transformational Satellite Communications System – (TSAT) Space Segment OCI Mitigation Plan (i.e., “Plan”). I further acknowledge that I have received training in understanding its requirements.

I understand that I am an IRAD employee as described in the Plan, and that by signing this form, I confirm that I will comply with the restrictions described in this Plan. I understand that if I have any questions or uncertainties regarding the meaning or application of the Plan, I shall obtain clarification, guidance, or direction from the persons identified in Section 7 of the Plan.

I hereby confirm that I have not been granted access to TSAT TMOS Segment Program Sensitive Information that was developed under the TSAT TMOS Segment prime contract or a subcontract thereunder within the past 365 days from the date that I will provide IRAD support to the TSAT Space Segment Program. I hereby confirm that I have not had access to Procurement Sensitive Information received by the TSAT TMOS Program Team.

Signature: _____

Printed Name: _____

Date: _____

I hereby confirm that the above IRAD employee was not granted access to TSAT Space Segment Procurement Sensitive or Program Sensitive Information while integrating IRAD technical products into the TSAT Space Segment Program.

Signature: _____

Printed Name: _____

Date: _____