

**CUSTOMER CONTRACT REQUIREMENTS
MCP F8
CUSTOMER CONTRACT 40-0172**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, 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. In paragraph (d), the term "Government" shall mean Buyer.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2005). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2005). 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.

52.211-5 Material Requirements (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."

52.215-12 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."

52.215-14 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 (JAN 2004). 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 (MAY 2004).

52.219-9 Small Business Subcontracting Plan (JUL 2005). 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.

52.222-1 Notice to Government of Labor Disputes (FEB 1997). "Contracting Officer" shall mean Buyer.

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.

52.222-11 Subcontracts (Labor Standards) (FEB 1988). Seller shall include this clause in its subcontracts and shall require such subcontractors to flow this clause to all lower tier subcontractors. The following FAR clauses are incorporated herein by this reference and made a part of this contract: 52.222-6 Davis Bacon Act; 52.222-7 Withholding of Funds; 52.222-8 Payrolls and Basic Records; 52.222-9 Apprentices and Trainees; 52.222-10 Subcontracts (Labor Standards); 52.222-12 Contract Termination - Debarment; 52.222-13 Compliance with Davis Bacon and Related Act Regulations; 52.222-14 Disputes Concerning Labor Standards; and 52.222-15 Certification of Eligibility.

52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

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.

52.222-41 Service Contract Act of 1965, As Amended (MAY 1989). This clause only applies to contracts which are subject to this act.

52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.

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 (AUG 2003). 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)) (AUG 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).

52.225-1 Buy American Act — Balance of Payments - Supplies (JUN 2003). This clause does not apply if this contract is placed under a Department of Defense contract.

52.225-8 Duty-free Entry (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

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.

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (JAN 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.

52.227-14 Rights in Data — General (JUN 1987). This clause applies only if data will be produced, furnished or acquired under this contract.

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.

52.242-15 Stop Work Order (AUG 1989). 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) (MAY 2004). 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.

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)) (DEC 2004). 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".

252.211-7003 Item Identification and Valuation (JUN 2005). Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with MIL-STD-130 L. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing product drawings or specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item valuations as set forth in this clause.

252.223-7001 Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993), Alternate I (NOV 1995). This clause applies to this contract if it requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

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.

252.227-7016 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.

252.227-7030 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.

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

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (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 and if significant subcontract with cost-type contract and value greater than \$100 million.

252.239-7000 Protection Against Compromising Emanations (JUN 2004). This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services (DEC 1991). This clause applies only if this contract requires securing telecommunications.

3. If goods or services being procured under this contract are 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.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004). This clause applies only if this contract exceeds \$100,000.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003). This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1)

contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

252.225-7014, Preference for Domestic Specialty Metals (APR 2003), Alternate I (APR 2003).

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

(1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998.

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998.

(3) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated April 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. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this Contract.

C. FOREIGN NATIONALS - FOREIGN SOURCES

(1) For the purposes of this clause,

(A) Foreign nationals are those persons not citizens of, not nationals of, or resident/immigrant aliens to, the United States;

(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) not owned and controlled by citizens or immigrant aliens of the United States.

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

(3) Seller acknowledges that equipment and technical data generated or delivered in the performance of this contract is controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128, and require an export license before assigning any foreign national to perform work under this contract or before granting access to foreign nationals to any equipment and technical data generated or delivered in performance of this contract (see 22 CFR Section 125). Seller agrees to notify 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 nationals or their representatives. This notification will include the name and country of origin of the foreign national or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

D. TIMELY NOTICE OF LITIGATION

(1) The Seller hereby agrees to immediately give notice to the Buyer of any anticipated or current litigation involving or in any way relating to this contract or pertinent subcontracts. Said notice shall include all relevant information with respect thereto.

(2) The Seller agrees to insert this requirement in any lower-tier subcontract under this Purchase Order. In the event of litigation, the Seller shall immediately notify the Seller of all relevant information with respect to such litigation.

E. PERSONAL CONDUCT

1. Buyer, its employees, and its subcontractors shall comply with the conduct requirements in effect at the Buyer or Government's work site. Buyer or Government reserves the right to exclude or remove from the work site any employee of contractor or of a subcontractor whom the Buyer or Government deems careless, uncooperative, or whose continued employment on the work site is deemed by the Buyer or Government to be contrary to the public interest.
2. The contractor shall inform its employees that the Government has a zero tolerance policy for harassing behavior. The contractor or subcontractor employee determined by Buyer or the Government to have engaged in harassing behavior shall be immediately escorted from the premises and denied further access to the worksite. The contractor shall emphasize this requirement to its employees.
3. Exclusion from the worksite under the circumstances described in this clause shall not relieve the contractor from full performance of the contract, nor will it provide the basis for an excusable delay or any claims against Buyer or the Government.

F. PROPERTY IN POSSESSION OF SELLER

1. Unless stated otherwise in this purchase order, all Buyer-furnished property (including material) is Government-owned.
2. All property (including material) delivered under this Purchase Order will be Government-owned upon acceptance by BUYER, delivery to BUYER, or reimbursement of seller's cost of the property by BUYER, whichever comes first.

G. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

1. The offeror hereby certifies, to the best of its knowledge that:
 - a. It is not aware of any facts which would create any actual or potential Organizational Conflicts of Interest relating to the award of this contract, or
 - b. It has included information in its proposal, providing all current information bearing on the existence of any actual or potential Organizational Conflicts of Interest.
2. The offeror is on notice that if the Contracting Officer determines that an actual or potential conflict exists, the offeror shall not receive an award unless the conflict can be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government.

H. ORGANIZATIONAL CONFLICT OF INTEREST

1. **Determination.** The Government has determined that this effort may result in an actual or potential conflict of interest for the contractor, or may provide contractor with the potential to attain an unfair competitive advantage. To prevent such issues while the contractor fulfills this contract, the contractor is restricted from participating in those efforts set forth in paragraph 2.
2. **Restriction.** The contractor is prohibited from bidding on or participating in certain Government contracts to supply the system(s) or any major component thereof for the life of the system plus two years. Additionally, the contractor may not be a subcontractor, vendor, or consultant to the Government's system supplier or major component suppliers for the life of the system plus two years. If it is unclear to which system(s) this clause applies, the contractor must request clarification from Buyer who will define the systems for the contractor in coordination with the Government.
3. **Mitigation Plan.**
 - a. If the contractor believes the potential or actual conflict of interest or unfair competitive advantage can be mitigated, neutralized, or avoided, the contractor must submit a mitigation plan to Buyer in accordance with Buyer's requirements. Contract award shall not occur before Buyer and the Government approval of the contractor mitigation plan.
 - b. The restrictions of this clause apply fully except as amended in the approved mitigation plan.
 - c. The contractor shall submit an annual certification of compliance with the terms of the mitigation plan signed by a corporate official no lower than the Vice President level or corporate equivalent. In addition, the contractor agrees to promptly notify the Buyer whenever corporate, contractual, or personnel changes create or appear to create new organizational conflict of interest concerns. When necessary to mitigate those concerns, the contractor will submit a revised mitigation plan for approval, or may be directed to do so at any time by Buyer.
 - d. In rare cases, the restrictions of this clause may be waived.
4. **Corporation Change.** The contractor must inform Buyer within five (5) calendar days of the effective date of any corporate merger, acquisition, and/or divestiture that may affect this clause in any way.
5. **Flowdown.** This clause must be placed into all subcontracts and vendor buys above the simplified acquisition threshold. Subcontractors are subject to this clause in the same manner as the contractor.

I. USE OF THE METRIC SYSTEM OF MEASUREMENT

1. This contract requires, unless authorized in paragraph 4 below, all supplies, components, reports, documentation, or services designed, fabricated, assembled, delivered or performed under this contract to utilize the Metric System of Measurement.
2. The International System of Units as established by the General Conference of Weights and Measures in 1960 is also known as the System International (SI) or the Metric System. It is interpreted for US usage by the Department of Commerce's Interpretation of the International System of Units for the United States as printed in Federal Register Volume 55, Page 52242, 20 December 1990, and supplemented for the Federal Government's usage by the General Services Administration's Federal Standard 376, Preferred Metric Units of General use by the Federal Government.
3. In the event there is a conflict between the International System of Units, 55 CFR 52242, Federal Standard 376, or the contract schedule, the order of precedence in resolving the conflict shall be the contract schedule first, followed by Federal Standard 376, 55 FR 52242, and International System of Units in descending importance.
4. The following supplies, components, reports, documentation, or services to be designed, fabricated, assembled, delivered, or performed under this contract are exempt from the requirements of this clause:
(VARIABLE)
5. The contractor should submit a request for exemption to Buyer Officer whenever compliance is either not possible, impracticable, or otherwise not in the Government's best interest. The scope of the request shall be limited to only those items negatively impacted by the requirement.

J. INTENTION TO USE CONSULTANTS

1. The Government intends to utilize the services of non-Government consultants in technical, advisory, and consulting roles for overall technical review of the activities covered by this contract. Although the consultants shall not have the right of technical direction, they will attend technical reviews, participate in technical interchange meetings, observe processing and production efforts, witness

- fabrication and assembly, and monitor testing within contract and subcontractor facilities. Such consultants will provide advice to the Government concerning viability of technical approaches, utilization of acceptable procedures, value and results of tests, and the like. The consultants will therefore require access to program-related contractor and subcontractor facilities and documentation. Contractor proprietary data shall not be made available to consultants unless and until a protection agreement has been generated between the consultant and the contractor, and evidence of such agreement has been made available to Buyer.
2. It is expressly understood that the operations of this clause will not be the basis for an equitable adjustment.
- K. CONTRACTOR COMPLIANCE WITH ENVIRONMENTAL, OCCUPATIONAL SAFETY AND HEALTH, AND SYSTEM SAFETY REQUIREMENTS**
1. In performing work under this contract, the contractor shall comply with-
 - a. All applicable Federal, State, and local environmental, occupational safety and health, and system safety laws, regulations, policies and procedures in effect as of the date the contract is executed;
 - b. Any regulations, policies and procedures in effect at any Government facility where work will be performed;
 - c. Any contract specific requirements; and
 - d. Any Buyer direction.
 2. **Conflicting Requirements.** The contractor shall provide written notification to Buyer of any conflicts in the requirements. The notification will describe the conflicting requirements and their source; provide an estimate of any impact to the contract's cost, schedule, and any other terms and conditions; and provide a recommended solution. The notification will also identify any external organizations that Buyer or the Government may have to coordinate with in order to implement the solution. Buyer will review the notification and provide written direction. Until Buyer issues that direction, the contractor will continue performance of the contract, to the extent practicable, giving precedence in the following order to requirements that originate from:
 - a. Federal, state, and local laws, regulations, policies and procedures;
 - b. Government facility regulations, policies and procedures; and
 - c. Contract specific direction.
 3. **Material Condition of Contract.** Environmental, occupational safety and health, and system safety requirements are a material condition of this contract. Failure of the contractor to maintain and administer an environmental and safety program that is compliant with the requirements of this contract shall constitute grounds for termination for default.
 4. The contractor shall include this clause in all subcontracts.
- L. SUBCONTRACTS (EDUCATIONAL INSTITUTIONS)**
1. The contractor shall obtain written authorization from Buyer prior to award, extension or renewal of a subcontract with an educational institution.
 2. The contractor shall obtain a letter from an official with authority to approve contacts on behalf of the subcontractor that acknowledges the subcontractor's involvement with the Intelligence Community and approves the proposed contractual relationship. A copy of this letter will be provided to Buyer along with all other required documentation as a condition for obtaining the required consent to subcontract.
- M. 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)).

N. ENABLING CLAUSE FOR PRIME AND SUPPORT CONTRACTOR RELATIONSHIPS

1. Buyer has or may enter into contracts with one or more companies that provide Contracted Advisory and Assistance Services (CAAS) and/or Systems Engineering and Technical Assistance (SETA).
2. In the performance of this contract, Seller agrees to cooperate with these CAAS or SETA companies. Cooperation includes allowing observation of technical activities by appropriate CAAS/SETA technical personnel; discussing technical matters related to this program; responding to invitations from Buyer to attend meetings; and providing access to technical information and research and development planning data. Seller shall provide CAAS/SETA personnel access to data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications; procedures, parts and quality control procedures; records and data; manufacturing and assembly procedures; and schedule and milestone data. CAAS/SETA personnel engaged in general systems engineering and integration effort are normally authorized access to any technical information pertaining to this contract. However, exceptions, such as the case where Seller seeks to preclude CAAS/SETA personnel from having access to contractor trade secrets, will be handled on a case-by-case basis prior to its occurrence. If Seller seeks to limit distribution of data to Prime Contractor and/or Government personnel only, Seller must submit this request in writing to Buyer.
3. Seller further agrees to include in each subcontract a clause requiring compliance by Seller and succeeding levels of subcontractors with the response and access provisions of paragraph (2) above, subject to coordination with Seller. This agreement does not relieve Seller of responsibility to manage the subcontracts effectively and efficiently, nor is it intended to establish privity of contract between Seller, Government, or CAAS/SETAs and such subcontractors.
4. CAAS/SETA personnel are not authorized to direct Seller in any manner.
5. CAAS/SETA contracts will contain an organizational conflict of interest clause that requires the CAAS/SETA contractor to protect contract data and prohibits the CAAS/SETA contractors from using such data for any purpose other than that for which the data was presented.

O. DISCLOSURE OF FOREIGN INTEREST IN UNITED STATES DOMESTIC CONCERN

1. It is a material condition of this Purchase Order that the Seller shall promptly disclose to the Buyer any information pertaining to any interest of a foreign ownership, control, or influence nature in the Seller that has developed at any time during this Purchase Order's duration or has come to the Buyer's attention subsequent to execution of this Purchase Order.
2. The Seller shall, in any case in which it believes that foreign influence exists or is being sought to be obtained over its affairs, or the affairs of a Seller, promptly notify the Buyer of all the pertinent facts, even if such influence is not exerted to the degree specified in paragraph (5).
3. For United States domestic suppliers, it is a material condition of this Purchase Order that the Seller shall remain free from foreign ownership, control, or influence as herein defined in paragraph (5). The Seller hereby agrees that acquisition of such interest may be a basis for termination of this Purchase Order. If such a condition is created through no act or omission of the Seller, the termination shall be

for the convenience of the Buyer. However, if the acquisition of such interest has been brought about by an act or omission on the part of the Seller, such shall be deemed to be an act of default and the remedies of the parties determined accordingly.

4. Breach of any of the warranties, agreements and undertakings of this clause may be regarded as a material breach of the Purchase Order, and no implied or express waiver of this clause may be created by any action or inaction on the part of the Buyer, unless such is expressly provided in writing.
5. Definitions: For the purposes of this clause, the following definitions shall be deemed conclusive, unless provided otherwise therein.
 - a. "foreign" -- in the case of a natural person, one who is a citizen of any country other than the United States. In the case of any other entity, one whose principal source of income, or actual control, is in or exerted from any country other than the United States.
 - b. "interest" -- beneficial or legal ownership by a single foreign interest of 5 percent or more of the organization's securities or ownership by multiple foreign owners equaling 25 percent, or beneficial or legal foreign ownership of any debt or debt security of the Seller by one or more foreign persons or entities, or beneficial or legal foreign ownership of any debt or debt security of the Seller whose owner or possessor is entitled to any right of inspection of the Seller's books or to exercise any control or limitation over the Seller's business.
 - c. "control" -- membership on the board of directors or as an officer of the Seller of any foreign citizen, or of any other person who represents in any capacity any foreign entity.

P. APPROVAL TO ACQUIRE ADPE

1. General Requirement. Buyer approval is required prior to the purchase or lease of automatic data processing equipment (ADPE) when the cost for such a transaction is directly charged to this Purchase Order.
2. Approval process. The approval process shall be the same as prescribed for subcontract consent under the applicable "Subcontract" clause of the Purchase Order.
3. Leasing. Prior to leasing ADPE, the Seller shall also provide the Buyer with a lease vs. buy analysis that demonstrates the cost to lease the equipment, during its anticipated useful life, will be less than the cost to purchase the equipment.

Q. AUTHORITY AND DESIGNATION OF A CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

1. Authority. Performance of this Purchase Order is subject to the technical guidance, supervision and approval of the Buyer's Authorized Representative (BAR) or a designated Buyer's Technical representative (BTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the Purchase Order. In addition, and unless specified elsewhere in this Purchase Order, the authority of the designated BTR is specifically limited to the technical administration of this Purchase Order and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost-Reimbursement), schedule and technical requirements of the Purchase Order.
2. Designation. Designation of a BTR will be accomplished by issuance of a letter signed by the BAR. One copy of the letter, with reference to this clause, will be provided to the Seller.
3. Notification. The BAR is the only representative of the Buyer authorized to negotiate, enter into, modify or take any other action with respect to Purchase Orders. Therefore, no other employee or other representative has the authority to initiate a course of action which may alter the terms or conditions of this Purchase Order. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the BAR. Should any action by personnel (other than the BAR) which implies a commitment on the part of the Buyer which would effect the terms of this Purchase Order, the Seller must notify the BAR and obtain approval prior to proceeding. Otherwise, the Seller proceeds at its own risk.

R. IDENTIFICATION OF RESTRICTED RIGHTS COMPUTER SOFTWARE

The Offeror is requested to identify in their proposal, to the extent feasible, any computer software which was developed at private expense for which the Offeror desires to negotiate restricted rights, and to state the nature of the proposed restrictions. If no such computer software is identified, it will be assumed that all deliverable computer software will be subject to unlimited rights.

S. REQUIREMENT FOR TECHNICAL DATA CERTIFICATION

The Offeror shall submit with their offer a certification as to whether they have delivered or are obligated to deliver to the Government under any contract or subcontract, the same or substantially the same technical data included in their offer. If so, the Offer shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery.

T. DISPOSITION OF ANOMALIES

Seller shall request Buyer approval for all anomalies dispositioned as "Use as is" and "Repair" for all levels of flight hardware.

U. TEST SURVEILLANCE

Seller shall provide test area surveillance (TAS) at all levels of test below unit acceptance and qualification testing at all Seller and subcontractor locations. The TAS activity shall be accomplished by auditing test operations in progress to ensure that:

1. Items are properly identified and handled;
2. Test procedures are available and being followed;
3. Test equipment is calibrated;
4. Test data is recorded; and
5. Test results not within the specified limits are documented on an anomaly report.

Seller shall provide test surveillance (TS) at unit qualification and acceptance testing. The test surveillance activity shall be accomplished by performing a TAS review prior to the start of testing, periodically during testing, and by reviewing and approving test results at the completion of testing. Test surveillance and test area surveillance shall be performed per Boeing requirements, which Buyer shall provide upon request.