

**CUSTOMER CONTRACT REQUIREMENTS**  
**PAC-3 IPF-2**  
**CUSTOMER CONTRACT 4300098716**

**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. **FAR Clauses.** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation (FAR) 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). This clause applies only if this contract exceeds \$100,000. 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.

**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: "Seller will promptly submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract." Buyer 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.

**52.211-5 Material Requirements** (OCT 1997). 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 paragraph (a)(3), insert "of this contract" after "price or cost." "Contracting Officer" shall mean "Contracting Officer or Buyer," "Government" shall mean "Government or Buyer," and "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 does not apply if this contract is for (i) \$100,000 or less, (ii) construction or architect-engineer services under FAR Part 36, (iii) utility services under FAR Part 41, (iv) services where supplies are not required, (v) commercial items or (vi) 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 (PRB) Other Than Pensions** (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).

**52.215-20 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data** (OCT 1997). The term "Contracting Officer" shall mean Buyer.

**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.

**52.216-7 Allowable Cost and Payment** (MAR 2000). This clause only applies if this is a cost reimbursement contract.

**52.219-8 Utilization of Small Business Concerns** (OCT 1999). 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 FAR 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.

**52.219-9 Small Business Subcontracting Plan** (JAN 1999). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.

**52.222-2 Payment for Overtime Premiums** (JUL 1990). Insert "\$ zero" in paragraph (a).

**52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation** (JUL 1995). 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)) (FEB 1999).

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (APR 1998). This clause applies only if this contract exceeds \$10,000.

**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** (JAN 1999). This clause applies only if this contract exceeds \$10,000.

**52.223-2 Clean Air and Water** (APR 1984).

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

**52.223-7 Notice of Radioactive Materials** (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy

Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

**52.223-11 Ozone Depleting Substances** (JUN 1996).

**52.223-14 Toxic Chemical Release Reporting** (excluding subparagraph (e)) (OCT 1996). This clause applies only if this contract exceeds \$100,000 (including all options).

**52.225-10 Duty Free Entry** (APR 1984).

**52.225-11 Restrictions on Certain Foreign Purchases** (AUG 1998).

**52.227-1 Authorization and Consent** (JUL 1995), **Alternate I** (APR 1984).

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

**52.227-9 Refund of Royalties** (APR 1984).

**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)** (JAN 1997). This clause only applies if this contract is for experimental, developmental or research work and Seller is not a small business firm or nonprofit organization.

**52.228-5 Insurance-Work on a Government Installation** (JAN 1997). This clause applies only if work is to be done on a Government installation.

**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 this contract.

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

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

**52.242-15 Stop-Work Order** (AUG 1989), **Alternate I** (APR 1984). "Contracting Officer" shall mean Buyer.

**52.244-6 Subcontracts for Commercial Items and Commercial components** (OCT 1998).

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

**52.247-63 Preference for U.S.-Flag Air Carriers** (JAN 1997). This clause only applies if this contract involves international air transportation.

**52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels** (JUN 1997). This clause only applies if (i) this contract is a contract for ocean transportation services or a construction contract or (ii) the supplies being transported are (a) items Buyer is reselling or distributing to the Government without adding value or (b) shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in

connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

**52.248-1 Value Engineering** (NOV 1999). “Contracting Officer” shall mean Buyer.

- 2. Department of Defense FAR Supplement Clauses.** The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement (DFARS) 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. In paragraph (e), “Government” shall mean Government or Buyer. In paragraph (f), “through the Buyer” is inserted after “Contracting Officer.”

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

**252.211-7000 Acquisition Streamlining** (DEC 1991). This clause applies only if this contract exceeds \$1,000,000.

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

**252.219-7003 Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan (DoD Contracts)** (APR 1996). This clause only applies if FAR 52.219-9 applies to this contract.

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

**252.223-7002 Safety Precautions for Ammunition and Explosives** (MAY 1994). This clause applies only if this contract involves ammunition or explosives. “Government” means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). “Government” means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). “Contracting Officer” means Contracting Officer and Buyer in paragraph (g)(4). “Contracting Officer” means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

**252.223-7003 Changes in Place of Performance-Ammunition and Explosives** (DEC 1991). This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term “Contracting Officer” means Buyer.

**252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives** (FEB 1996).

**252.225-7007 Buy American Act-Trade Agreements-Balance of Payments Program** (MAR 1998). This clause applies only if this contract involves other than domestic components.

**252.225-7009 Duty-free Entry-Qualifying Country Supplies (End Products and Components)** (MAR 1998).

**252.225-7010 Duty-Free Entry-Additional Provisions** (MAR 1998).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (AUG 1998). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items that contain no ball or roller bearings.

**252.225-7025 Restriction on Acquisition of Forgings** (JUN 1997). This clause applies only to contracts for items containing restricted forging items.

**252.225-7026 Reporting of Contract Performance Outside the United States** (excluding subparagraph (c)) (MAR 1998). 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.

**252.225-7032 Waiver of United Kingdom Levies** (OCT 1992). This clause applies only if this contract is with a United Kingdom firm.

**252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States** (JUN 1998).

**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.

**252.227-7016 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).

**252.227-7026 Deferred Delivery of Technical Data or Computer Software** (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

**252.227-7027 Deferred Ordering of Technical Data or Computer Software** (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

**252.227-7030 Technical Data-Withholding of Payment** (OCT 1988). This clause applies only if the delivery of technical data is required under this contract. "Government" and "Contracting Officer" shall mean Buyer, and "ten percent (10%)" is replaced with "one percent (1%)".

**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** (NOV 1995). 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).

**252.231-7000 Supplemental Cost Principles** (DEC 1991).

**252.235-7003 Frequency Authorization** (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.

**252.243-7001 Pricing of Contract Modifications** (DEC 1991).

**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** (NOV 1995). "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 Anticipated Contract Termination or Reduction** (DEC 1996). Delete subparagraph (d)(1) and the first five words of subparagraph (d)(2).

3. **Commercial Items.** 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 and DFARS clauses are inserted in lieu thereof:

**52.219-8 Utilization of Small Business Concerns** (OCT 1999). 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 FAR 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.

**52.222-26 Equal Opportunity** (subparagraph (b)(1) through (11)) (FEB 1999).

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

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

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (JUN 1997). This clause only applies if (i) this contract is a contract for ocean transportation services or a construction contract or (ii) the supplies being transported are (a) items Buyer is reselling or distributing to the Government without adding value or (b) shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

**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** (NOV 1995). "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**

- A. (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.
- B. (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.
- C. (Applicable if this contract incorporates clause H003). The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause H003 is the version dated August 1992.
- D. (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. Additional Information and Requirements:**

**A. 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.

**B. 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)).

**C. 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 Special Provisions:**

- A. Public Release of Information.** All public information materials prepared by Seller shall be submitted to Buyer for clearance prior to release. These materials include, but are not limited to, technical papers and responses to news queries, which relate to work under this contract. However, once work has been cleared for public release, it need not be cleared again for later use. The information shall be used in its originally cleared context. All materials to be cleared must be sent to Buyer.

Seller shall submit the material proposed for release to the above address via a letter of transmittal setting forth: (1) to whom the material is to be released; (2) the desired date for public release; (3) a statement that the material has been approved by Seller officials for public release; and (4) the order number and prime contract number. Three copies of each item, including written material, photographs, drawings, “dummy layouts” and the like shall be submitted at least two months in advance of the proposed release date. The items submitted must be complete. Photographs shall have captions. Final approval for release or disclosure of the material cannot be given on the basis of abstracts; outlines or rough drafts will not be cleared. Materials submitted to Buyer for release purposes shall be void of all Seller logos or other attributions to the Seller.

**B. Plant Rules And Government Clearance**

Employees and agents of Buyer and Seller will, while on premises of the other, comply with all plant rules and regulations, including, where required by Government regulations, submission of appropriate clearance from the U.S. Department of Defense or other concerned federal agency.

For Seller work performed on Government installations, Seller shall comply with all applicable DoD, Federal, State, local and host installation regulations and requirements relating to the safety and health of Seller and subcontractor employees and the host installation.

**C. Contract Flowdown Provisions**

This contract may be amended to the extent necessary to incorporate additional provisions required to meet Buyer’s obligations under the contract to which this contract is charged.

**D. Government Property**

Seller and its subcontractors are authorized to use Government Property from the following contracts on a no cost (i.e., without assessment of rental charges), non-interference basis:

<u>Contract Number</u>	<u>Program or Effort</u>
P-3190512	PAC-3 EMD
P-3190568	LRIP
4300000033	IPF-1
4300098716	IPF-2
4300112862	IPF-2 Administrative
4300096841	LRIP Buy 3



**E. Foreign Supplier Reporting**

In accordance with the Offset Credits article of Buyer's General Provisions, Seller shall:

- (1) Immediately notify Buyer's authorized purchasing representative of potential foreign procurements where a request for quotation has been issued to a foreign supplier or a proposal has been received from a foreign supplier.
- (2) Submit a quarterly report identifying awards and pending awards to foreign suppliers.
- (3) Include the following information for each award and pending award in the quarterly report:
  - (a) The Boeing Company's purchase contract number and a Seller point of contact (name and telephone number)
  - (b) Name of foreign company
  - (c) Address of foreign company
  - (d) Foreign company point of contact (name, telephone, and FAX number)
  - (e) Part number(s) or description of product(s) and service(s) to be provided
  - (f) Seller's order number
  - (g) Anticipated award date (upon receipt of offer or issuance of solicitation to foreign firm)
  - (h) Estimated US dollar value for awarded contracts
  - (i) Date of award (if a contract change, indicate change number, and date change was issued)
  - (j) Actual US dollar value of the awarded contracts
  - (k) Quantity and unit of measure
  - (l) Comments, if any
- (4) Negative reports are required.