

SUPPLIER MANAGEMENT PRIME CONTRACT SUMMARY

The Boeing Company

Issue Date of PCS: May 11, 2020

Program Name: High Enthalpy Aperture Technology (HEAT)

Prime Contract/Order Number: HR001120S0038 (PROP-20-57791)

Customer: DARPA

Administered by: DARPA

Prime Contract Type: FAR 15 – USG Prime Contract Solicitation

Prime Contract Funding: TBD

Boeing Contract Representative: Nancy J. Cwiklowksi

PCS Prepared By: Alex W. Smith

Prime Contract Reviewed by CRM: Yes

General:

This Prime Contract Summary (PCS) sets forth the required Special and General Provisions of the prime contract. Unless otherwise noted in the body of the PCS, references to "Clause" or "Clauses" refer to the terms and conditions in the Boeing Defense, Space and Security Common Terms and Conditions. Procurement agents should review the BDS Common Clauses for possible inclusion in their purchase contracts (See the Clause Applicability Guide in the BDS Buyer's Terms and Conditions Guide for the use of these clauses). **The PCS does not provide an exhaustive list of prime contract requirements of interest to procurement agents. Procurement agents should obtain, as necessary and from the responsible organizations, other prime contract requirements such as, but not limited to, deliverable data, prime contract warranty requirements, technical requirements, quality, schedule, configuration control, and logistics support. In the event a prime contract flow down requires the supplier to submit documentation or report information to Boeing or the customer, the submitted information/documentation should be sent to the Boeing Contract Representative.**

1. Purchase Contract Terms and Conditions

The general provisions of this contract consist of selected FAR provisions, Government agency clauses (DFARS/NFS/NRO/etc.) and special provisions. Incorporate the appropriate GP-series General Provisions. Incorporate a copy of the **preliminary CCR*** in the RFP. In addition,

incorporate clause H203 in PCs for commercial items as defined in FAR Part 2. The GP-series General Provisions and the CCR meet prime contract requirements except as may otherwise be noted below. (NOTE: If required, include clause H900 in accordance with the clause-applicability statement for H900.)

*Since Boeing is still in the RFP/proposal cycle with a potential customer, the preliminary CCR cannot be stored on the external web. Preliminary CCRs can be found in the Preliminary CCR section of the BDS Buyer's Terms and Conditions Guide.

(NOTE: The remainder of this PCS reflects requirements that are expected to apply if Boeing is awarded the anticipated contract.)

2. Advance Notification and/or Consent to Issue

The prime contract does not incorporate a Subcontracts Clause. Therefore, there are no requirements for Advance Notification and/or Consent to Issue.

3. Intellectual Property Provisions

3.1 Patent Rights

The prime contract incorporates DFARS 252.227-7038, Patent Rights - Ownership by the Contractor (Large Business). A subcontract for experimental, developmental or research work awarded to other than a small business concern is subject to DFARS 252.227-7038. A subcontract for experimental, developmental or research work awarded to a small business concern or nonprofit organization is subject to FAR 52.227-11, Patent Rights - Ownership by the Contractor.

The prime contract incorporates FAR 52.227-10, Filing of Patent Applications - Classified Subject Matter. A subcontract where the nature of the work reasonably might result in a patent application containing classified subject matter is subject to FAR 52.227-10.

All subcontracts for experimental, developmental or research work awarded to large or small business concerns or non-profit organizations shall specify that the subcontract involves experimental, developmental or research work. Every subcontractor who performs experimental, developmental or research work will be required to submit periodic patent reports to the Government. To implement these requirements, include Clause I000 in all applicable solicitations and PCs. Clause I000 instructs suppliers to contact Boeing for the name and address of the Contracting Officer. Contact the Boeing Contract Representative to obtain the name and address of the Contracting Officer.

Refer to PRO-5052 and BPI-639 for further information and guidance.

3.2 Data Rights

The data rights provisions in this prime contract are included in the general terms and conditions, in Customer Contract Requirements or are specified in this PCS.

4. Certifications

4.1 Truth in Negotiations Act (TINA)

The prime contract includes FAR 52.215-12, Subcontractor Certified Cost or Pricing Data. In implementing the requirements of this clause, include clause A701 in all solicitations expected to exceed the cost or pricing data threshold. The dollar threshold for compliance with these requirements is \$2M.

When cost or pricing data is required, the procurement agent must obtain a Certificate of Current Cost or Pricing Data. Refer to PRO-1655 and BPI-639 for further information and guidance.

4.2 Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data, Alt I

The customer prime contract includes 52.215-21, Alt I Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications, which allows Boeing to submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in an alternative format. The clause has been flowed in the CCR, and Boeing subcontractors are required to submit certified cost and pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: **TBD**

4.3 Cost Accounting Standards

The prime contract includes FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-6, Administration of Cost Accounting Standards. Unless exempt, solicitations and purchase orders in excess of \$2M are subject to Cost Accounting Standards. Use Clause A700 in all solicitations expected to exceed the CAS threshold. Use [Form X31631](#) for the certification (form can be found in BPI-639).

Unless exempt, the subcontract must include one of the following CAS clauses:

If the supplier is subject to full coverage (FAR 52.230-2), use clause H001.

If the supplier is subject to modified coverage (FAR 52.230-3), use clause H002.

If the supplier is an educational institution (FAR 52.230-5), use clause H004.

If the supplier is a foreign concern subject to CAS coverage (FAR 52.230-4), use clause H007.

In all subcontracts subject to CAS, include the following free note: The threshold associated with the Cost Accounting Standards clause incorporated in this Contract is \$2M.

Within 30 days after award of each subcontract that includes H001, H002, H004, or H007 send a completed X32738, Notice of Cost Accounting Standards (CAS) – Covered Award, to the Cognizant Federal Agency Official (CFAO). (Some sites have arranged with the CFAO to fulfill this requirement by use of a consolidated report.)

Refer to BPI-639 for further information and guidance.

4.4 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

The prime contract incorporates FAR 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. The clause prohibits the company from issuing purchase orders of \$35,000 or more to subcontractors who are debarred, suspended, or proposed for debarment without giving notice, as set forth in FAR 52.209-6, signed by a corporate officer or designee, to the Government Contracting Officer. Procurement agents shall comply with their local site requirements regarding the certification required by this FAR clause. Contact the Procurement/Subcontract Advisor for further guidance if a supplier fails or refuses to execute the designated certification. Refer to BPI-639 for further information and guidance.

4.5 Limitation on Payments to Influence Certain Federal Transactions

The prime contract contains FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions. This provision requires that certification pursuant to FAR 52.203-11, Certification and Disclosure Regarding to Influence Certain Federal Transactions, be included in all RFQ's expected to exceed \$150,000 and that FAR 52.203-12 be included in all subcontracts over \$150,000. This Certification, which is included in SP1 Representations and Certifications, states that the prospective subcontractor has not engaged in any of the prohibited activities set forth in these clauses except for those disclosed on OMB Standard Form LLL, Disclosure of Lobbying Activities. Refer to PRO-1626 and BPI-639 for further information and guidance.

4.6 Combating Trafficking in Persons

The prime contract includes FAR 52.222-50, Combating Trafficking in Persons. Include clause A717 and X37101 CERTIFICATION REGARDING COMBATING TRAFFICKING IN PERSONS and clause A719 and X37384 FOREIGN CONTENT in all solicitations. **NOTE:** X37101 is required **PRIOR TO AWARD**. If the Supplier returns a completed X37101 with their proposal and is subsequently awarded the contract, the certification is required to be updated annually, throughout the performance period of the contract via Boeing's On-Line Annual Representations and Certifications in BEST.

5. Socio-Economic

5.1 Subcontracting Plan Certification

This prime contract incorporates FAR 52.219-9, Small Business Subcontracting Plan. Where the anticipated contract may exceed \$700,000 (\$1,500,000 for construction of a public facility) including firm options prices, the procurement agent must obtain a Small Business Subcontracting Plan or an X31162, Small Business Subcontracting Plan Certificate of Compliance, from the supplier indicating that the supplier is in full compliance with the requirements of FAR 52.219-9. Include clause A709 in the solicitation in order to obtain the required certification from the supplier prior to issuance of any purchase contract. Refer to Procedure PRO-5181 for further information and guidance. (If the prime contract includes FAR 52.244-6, the requirements of this paragraph are not applicable to procurements for commercial items as defined FAR Part 2.101.) (See Individual Subcontracting Plan, attached.)

Note: The prime contract includes DFARS 252.219-7003. Paragraph (e) of the clause requires that Boeing notify the ACO in writing of any substitution of small business firms it has specifically identified in its Individual Subcontracting Plan (ISP) with firms that are not small business firms. The ISP supporting this effort is attached to the PCS in PDF format. Click on this document to identify whether it specifically identifies small business firms. If the document does identify small business firms and a substitution is being made to one or more firms that are not small business firms, the procurement agent must notify the Boeing Contract Representative (CA) to facilitate compliance with the notification requirement to the ACO. If alternate small or diverse sources are needed, contact Supplier Diversity (Assigned BU Small Business Liaison Officer (SBLO)) for assistance.

5.2 Equal Opportunity

The prime contract contains FAR 52.222-26, Equal Opportunity. Procurement agents shall comply with their local site requirements regarding the certification required by this FAR clause prior to issuing a purchase contract. Refer to POL-5 for further information and guidance.

5.3 Small Business Information

In order to assure that the company receives full credit for small business and labor surplus area participation, include Clause A012 in all RFQ's issued under this prime contract.

6. Government Property

Reserved.

7. Foreign Procurements

7.1 Duty-Free Entry

This prime contract includes the provisions of DoD FAR Supplement 252.225-7013, Duty-Free Entry. In a subcontract issued to any qualifying country, or a subcontract issued to a non-qualifying country where the estimated duty will exceed \$200.00 per unit, notify the administrative contracting officer immediately upon issuance of the purchase order/contract and include in this notice the following information: (1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code; (2) Prime contract number and, if applicable, delivery order number; (3) Total dollar value of the prime contract or delivery order; (4) Date of the last scheduled delivery under the prime contract or delivery order; (5) Foreign supplier's name and address; (6) Number of the subcontract for foreign supplies; (7) Total dollar value of the subcontract for foreign supplies; (8) Date of the last scheduled delivery under the subcontract for foreign supplies; (9) List of items purchased; (10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than-- (i) Scrap or salvage; or (ii) Competitive sale made, directed, or authorized by the Contracting Officer; (11) Qualifying country of origin; and (12) Scheduled delivery date(s).

Consult Procedure PRO-6178 for information and guidance. The qualifying countries are Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Israel, Italy, Japan, Latvia, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Spain, , Sweden, Switzerland, Turkey and the United Kingdom of Great Britain and Northern Ireland.

7.2 Qualifying Country Sources as Subcontractors

The prime contract contains the DoD FAR Supplement 252.225-7002, which prohibits the company from precluding foreign companies located in qualifying countries from competing for subcontracts. Therefore, buyers shall not preclude foreign companies from qualifying countries from competing with U.S. firms for any subcontract issued under this prime contract. As used herein, the term "Qualifying Countries" means: Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Israel, Italy, Japan, Latvia, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Spain, Sweden, Switzerland, Turkey and the United Kingdom of Great Britain and Northern Ireland.

8. Contract Financing

Reserved.

9. Security and Classified Data

9.1 Security Classification

The prime contract may require the procurement of classified items. Comply with the Corporate Security Manual. Refer to PRO-1877 for further information and guidance.

10. Commercial Items and Commercial Components

The prime contract includes FAR 52.244-6, Subcontracts for Commercial Items. If the goods purchased under the contract qualify as a commercial item in accordance with PRO-4605, include clause H203 in the purchase contract.

11. Other Customer Contract Requirements

11.1 Government Supply Sources

The contract contains FAR 52.251-1, Government Supply Sources. This provision allows Boeing, with prior contracting officer written approval, to make procurements on cost type contract line item numbers (CLINs) from GSA supply sources against GSA contracts.

The contract contains DFARS 252.251-7000, Ordering From Government Supply Sources. This provision allows Boeing and its subcontractors on this contract, with prior contracting officer

written approval, to make procurements on cost type contract line item numbers (CLINs) from GSA supply sources against GSA contracts.

Refer to BPI-607 for further information and guidance.

11.2 Item Identification and Valuation

The prime contract contains DFARS 252.211-7003, Item Identification and Valuation. This provision requires a unique item identifier (UID) pursuant to the clause for the items specified. Buyers are required to include BDS clause M100 in their purchase contracts if any of the specified parts requiring UID are being procured from the supplier.

(NOTE: Contracts has not yet provided Supplier Management with a list of items requiring a unique item identifier. Any parts requiring UID will be expressly defined as such in the purchase requisition information for those parts.)

11.3 Organizational Conflict of Interest (OCI)

There is an OCI requirement documented in the CCR.

11.4 Acquisition Restriction Clauses

The prime contract incorporates 252.225-7001 Buy American and Balance of Payments Program. This clause requires the supplier to deliver only domestic end products unless its proposal specifies delivery of other end products. The buyer should notify the Contract Representative if the supplier designates their deliverables as other than domestic or requests a change in that designation during contract performance.

The prime contract incorporates 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies. This clause requires that “any items covered by the United States Munitions List or the 600 series of the Commerce Control List that are delivered under this contract may not be acquired, directly or indirectly, from a Communist Chinese military company.” Buyers should not award subcontracts to Communist Chinese military companies. Buyers should notify the Contract Representative if a supplier indicates that it will be subcontracting with a Communist Chinese military company.

The prime contract incorporates 252.225-7008 Restriction on Acquisition of Specialty Metals. This clause requires that “any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.” Buyers should notify the Contract Representative if a supplier indicates that it cannot or is unwilling to comply with the requirements of this clause. Buyers that are making direct purchases of metals should become familiar with the details of this clause.

The prime contract incorporates 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. This clause requires that “except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country.” Buyers should notify the

Contract Representative if a supplier indicates that it cannot or is unwilling to comply with the requirements of this clause.

The prime contract incorporates 252.225-7012 Preference for Certain Domestic Commodities. This clause requires that a wide variety of commodities (e.g., food, tents and structural components of tents, spun silk yarn for cartridge cloth, wool, etc.) delivered under this contract, “either as end products or components, . . . have been grown, reprocessed, reused, or produced in the United States.” Buyers should notify the Contract Representative if a supplier indicates that it cannot or is unwilling to comply with the requirements of this clause.

The prime contract incorporates 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. This clause requires that “hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.” Buyers should award subcontracts for hand or measuring tools to suppliers that provide hand or measuring tools that are manufactured in the United States or its outlying areas. If hand or measuring tools are components of a procurement and the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

The prime contract incorporates 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. This clause requires that all ball and roller bearings and roller bearing components delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States, its outlying areas, or Canada. This restriction does not apply to ball or roller bearings that are acquired as: (1) Commercial components of a noncommercial end product; or (2) Commercial or noncommercial components of a commercial component of a noncommercial end product. If ball or roller bearings are components of a procurement and the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

The prime contract incorporates 252.225-7021 Trade Agreements. This clause requires the supplier to deliver under this contract only U.S. made, qualifying country, or designated country end products unless, in its proposal, it specified delivery of other no designated country end products and the government determines that Offers of U.S.-made end products or qualifying, designated, Caribbean Basin, or Free Trade Agreement country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government’s requirements; or a national interest waiver has been granted. The buyer should notify the Contract Representative if the supplier designates their deliverables as other than U.S. made, qualifying country, or designated country or requests a change in that designation during contract performance.

The prime contract incorporates 252.225-7025 Restriction on Acquisition of Forgings. This clause requires that “end products and their components delivered under this contract shall contain forging items that of domestic manufacture only.” “Domestic manufacture “means “manufactured in the United States, its outlying areas, or Canada.” Buyers should award subcontracts for forgings to suppliers that provide forgings that are manufactured in the United States, its outlying areas, or Canada. If forgings are a component of a procurement and the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

The prime contract incorporates 252.225-7036 Buy American-Free Trade Agreements-Balance of Payment Programs. This requires the supplier to under this contract only domestic end products unless, in its proposal, it specified delivery of qualifying country end products, Free Trade

Agreement country end products other than Bahrainian end products Moroccan end products, Panamanian end product, Peruvian end product or other foreign end products in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate provision of the solicitation. The buyer should notify the Contract Representative if the supplier designates their deliverables as other than domestic or qualifying country end products or requests a change in that designation during contract performance.

The prime contract incorporates 252.225-7051, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services. This requires that the supplier shall not provide satellite services that are from a covered foreign country or use satellites that will be (i) designed or manufactured in a (a) covered foreign country or (b) by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country; or (ii) launched outside the US using a launch vehicle that is designed or manufactured (a) in a covered foreign country; or (b) provided by the government of a covered foreign country or an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. "Covered foreign country" means The People's Republic of China, North Korea, The Russian Federation, or any country that is a state sponsor or terrorism. This limitation does not apply with respect to a launch that occurs prior to December 31, 2022 or a satellite service provider that has a contract or other agreement relating to launch services that, prior to June 10, 2018 was either fully paid for by the satellite services provider or covered by a legally binding commitment of the satellite service provider to pay for such services. The Buyer should not subcontract for these types of services with suppliers who are restricted by this clause. If a supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, the buyer should notify the Contract Representative.

The prime incorporates 252.225-7052, Restriction on the Acquisition of Certain Magnets and Tungsten. This requires that the supplier shall not deliver any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered materials. If the purchase of samarium-cobalt magnets, neodymium-iron-boron magnets, tungsten metal powder, or tungsten heavy alloy or any finished or semi-finished component contains tungsten heavy alloy are a component of a procurement and the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

The prime incorporates 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. Contractors and suppliers are prohibited from providing any covered article in the development of data or deliverables first produced in the performance of the contract. "Covered article" means any hardware, software, or service that (1) Is developed or provided by a covered entity; (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or (3) Contains components using any hardware or software developed in whole or in part by a covered entity. "Covered entity" means (1) Kaspersky Lab; (2) Any successor entity to Kaspersky Lab; (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or (4) Any entity of which Kaspersky Lab has a majority ownership. If a supplier notifies the PA that they will be using covered articles, they are required to report certain information to Boeing. Once received, provide the reported information to the Boeing Contracts Representative.

The prime incorporates FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. After August 13, 2019, contractors and suppliers are prohibited from providing to the Government any equipment, system, or service that uses "covered" telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of the clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#). If a supplier notifies the PA that they will be using this type of telecommunications, video surveillance, or

11.5 Limitation on Pass-Through Charges

The prime contract incorporates FAR 52.215-23, Limitation on Pass-Through Charges Clauses A001 and A716 include a requirement for the supplier to include information regarding excessive pass-through charges in its proposal. Forward any information the supplier provides regarding pass-through charges to Contracts.

11.6 Political Contributions, Fees, and Commissions

If the procurement is expected to have a value of \$500,000 or more, review the Clause Applicability Guide for assistance in determining whether clause H126 is applicable. See BPI-639 for reporting requirements for political contributions, fees, and commissions.

11.7 Performance Outside the United States and Canada

The prime contract incorporates DFARS 252.225-7004, Report of Intended Performance Outside the United States and Canada – Submission After Award. A001 instructs bidders to provide the required information.

11.8 Prime Contract Provisions Containing Relief for Boeing

For purposes of completing Risk Management Form X34613, the prime contract incorporates the following:

52.245-1 Government Property (JAN 2017)

11.9 DFARS 252.209-7010 Critical Safety Items

To ensure proper implementation of subject clause requirements, the PA is responsible for including H216 and, if necessary, free-form text that specifies the Goods, if any, that have been identified to SM as critical safety items for purposes of this clause. The identification of critical safety items should be made to SM by Supplier Quality and/or Supplier Program Management via some authorizing document. The authorizing document identifying critical safety items may be accompanied by detailed heightened surveillance information, which should also be included by the PA in free form text if this heightened surveillance information is not otherwise flowed in the contract by a Supplier Quality Q clause, and/or the SOW or an applicable specification.

Sample free-form text:

Heightened quality assurance surveillance. In order to comply with DFARS 252.209-7010, the following items are subject to heightened, risk-based surveillance by Buyer and/or the Government. [Include details of the heightened surveillance information if the heightened surveillance information is not otherwise flowed in the contract by a Supplier Quality Q clause, and/or the SOW or an applicable specification.]

11.10 Nondisplacement of Qualified Workers (FAR 52.222-17)

The prime contract includes FAR 52.222-17, Nondisplacement of Qualified Workers. PA must (i) obtain service employee list from the Boeing Contract Representative and send to supplier before award of any service contract for service employees (as defined in 29 CFR part 541) and (ii) obtain service employee list from supplier no later than 15 days before the end of supplier contract and forward the listing to the Boeing Contract Representative.

11.11 Contractor Counterfeit Electronic Part Detection and Avoidance System

The prime contract incorporates 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System. Incorporate clause H218 if the goods or services being procured are either electrical, electronic, or electro-mechanical (EEE) parts or components, or the goods or services contain any EEE parts or components. If the Buyer is unsure as to whether or not their procurement includes EEE Parts or Products which contain EEE parts or components, the Buyer should contact the appropriate IPT.

11.12 Packing, Marking, and Shipping

In the event a supplier will be directly shipping to the customer, please contact the program and Contracts and Pricing to establish and ensure the supplier complies with shipping, marking, and packing requirements included in the prime contract.

11.13 DFARS 252.204-7012 Safeguarding Covered Defense Information & Cyber Incident Reporting

The prime contract incorporates DFARS 252.204-7012 Safeguarding Covered Defense Information & Cyber Incident Reporting. If the Buyer is notified by a supplier of a cyber incident, the Buyer should immediately notify the B-CIRT and SM Functional Risk Teams by sending an email to abuse@Boeing.com and “GRP SM ERMS”, as well as coordinate with the Contract Representative.

11.14 252.246-7008 Sources of Electronic Parts

The prime contract includes 252.246-7008 Sources of Electronic Parts. This clause contains limitations on supplier selection and sourcing requirements. If the subcontract is for Electrical, Electronic, and Electro-mechanical (EEE) parts, see BPI-617 for direction. Incorporate clause H218 if the goods or services being procured are either electrical, electronic, or electro-mechanical (EEE) parts or components, or the goods or services contain any EEE parts or components. If the Buyer is unsure as

to whether or not their procurement includes EEE Parts or Products which contain EEE parts or components, the Buyer should contact the appropriate IPT.

Additionally, the supplier of products or services that contain EEE parts is required to provide notification if (1) they obtain an electronic part from other than the Original Component Manufacturer (OCM), OCM Authorized Distributor, or Contractor-Approved Supplier, (2) they cannot confirm that an electronic part is new or previously unused and that it has not been comingled, or (3) a lower-tier supplier refuses to accept the flow down of this clause. Any notification(s) from the supplier shall be forwarded to the Contract Representative immediately upon receipt.

If the supplier requests modifications or otherwise objects to this clause, notify the Contract Representative immediately and follow the process identified in BPI-642 for addressing terms and conditions exceptions.

11.15 Royalties

The prime contract contains 52.227-9 Refund of Royalties. Incorporate A703 in all solicitations in order to obtain the required information from the supplier. Forward any information reported by the supplier to the Contract Representative.