

**CUSTOMER CONTRACT REQUIREMENTS**  
**AEHF Power Supplies**  
**CUSTOMER CONTRACT KC0021815**

**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. FAR Clauses** 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** (SEP 2006). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

**52.203-7 Anti-Kickback Procedures** (OCT 2010). Buyer may withhold from 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 \$150,000.

**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 (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (SEP 2007). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (OCT 2010). This clause applies only if this contract exceeds \$150,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) 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."

**52.203-13 Contractor Code of Business Ethics and Conduct** (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

**52.203-14 Display of Hotline Poster(s)** (DEC 2007). This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

**52.203-16 Preventing Personal Conflicts of Interest** (DEC 2011). (applies if this contract is >\$150,000). In paragraph (a) Definitions, "contractor" means Seller in "Covered employee" subparagraph (1). In subparagraph (2) therein, "contractor" means Buyer if Seller is a self-employed individual. Otherwise, "contractor" means Seller.

**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.

**52.204-9 Personal Identity Verification of Contractor Personnel.** (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards** (AUG 2012). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government CCR database in accordance with 52.204-7. The required information of 52.204-10 will be made public."

**52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards** (FEB 2012). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government CCR database in accordance with 52.204-7. The required information of 52.204-10 will be made public."

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (DEC 2010). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

**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** (APR 2008). This clause is applicable if a priority rating is noted in this contract.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items** (AUG 2012). Clauses in (e) (1) are applicable to Seller.

**52.214-26 Audit and Records - Sealed Bidding** (OCT 2010). This clause applies to this contract if it is expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of certified cost or pricing data..

**52.214-27 Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding** (AUG 2011).

**52.214-28 Subcontractor Certified Cost or Pricing Data - Modifications - Sealed Bidding** (OCT 2010).

**52.215-2 Audit and Records - Negotiation** (OCT 2010). This clause applies only if this contract exceeds \$150,000 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.

**52.215-12 Subcontractor Certified Cost or Pricing Data** (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 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 "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-14 Integrity of Unit Prices** (OCT 2010). This clause applies except for contracts at or below \$150,000; 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** (OCT 2010). 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 Post-Retirement Benefits (PRB) Other Than Pensions** (JUL 2005). 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 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications** (OCT 2010). 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** (JAN 2011).

**52.219-9 Small-Business Subcontracting Plan** (JAN 2011). This clause applies only if this contract exceeds \$650,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans.

**52.219-28 Post-Award Small Business Program Representation** (APR 2012). In paragraph (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) and insert the following paragraph (c) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraph (b) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's BEST system."

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

**52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation** (JUL 2005). 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)** (JUL 2005). 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 Compliance With Copeland Act Requirements; 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.

**52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products** (FEB 2001). In (c), "Government" means Buyer.

**52.222-19 Child Labor - Cooperation with Authorities and Remedies** (MAR 2012). In (d), "Contracting Officer" means Buyer.

**52.222-20 Walsh-Healey Public Contracts Act** (OCT 2010). This clause applies only if this contract exceeds \$15,000.

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

**52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation** (FEB 1999). After the first comma, delete "...and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more..." After the fourth comma, delete "...and subcontractors..."

**52.222-26 Equal Opportunity** (MAR 2007).

**52.222-27 Affirmative Action Compliance Requirements for Construction** (FEB 1999). This clause applies only if this contract exceeds \$10,000.

**52.222-35 Equal Opportunity for Veterans.** (SEP 2010). This clause applies only if this contract is \$100,000 or more.

**52.222-36 Affirmative Action For Workers With Disabilities** (OCT 2010). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (SEP 2010). This clause applies if this contract is \$100,000 or more.

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act.** (DEC 2010).

**52.222-41 Service Contract Act of 1965** (NOV 2007). This clause applies only if this contract is subject to the Act.

**52.222-50 Combating Trafficking in Persons** (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

**52.222-54 Employment Eligibility Verification** (JUL 2012).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts** (JUL 2012). In paragraphs (c) and (d), the environmental point of contact is Buyer's Authorized Procurement Representative, and "Contracting Officer" is deleted. In subparagraph (c) (2) (i), October 31 is September 30. Add paragraph (e) as follows: Seller's acceptance of this contract signifies Seller's certification to the requirements of FAR 52.223-1.

**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** (MAY 2001).

**52.223-15 Energy Efficiency In Energy-Consuming Products** (DEC 2007).

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving** (AUG 2011).

**52.224-2 Privacy Act** (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

**52.225-1 Buy American Act- Supplies** (FEB 2009).

**52.225-3 Buy American Act-Free Trade Agreements-Israeli-Trade Act** (MAY 2012). "Contracting Officer" means Buyer in paragraph (b).

**52.225-5 Trade Agreements** (MAY 2012).

**52.225-8 Duty-Free Entry** (OCT 2010). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$15,000 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.

**52.225-9 Buy American Act --Construction Materials** (SEP 2010).

**52.225-10 Duty-Free Entry** (APR 1984). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

**52.225-11 Buy American Act-- Construction Materials Under Trade Agreements** (MAY 2012). "Contractor" in (c)(2) means Buyer. "Contracting Officer" the 2nd time it appears in (c) (2) means Buyer.

**52.225-13 Restriction on Certain Foreign Purchases** (JUN 2008).

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan Certification** (AUG 2009). "Offeror" means Seller.

**52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements Basic** (MAR 2009), **Alternate I** (MAR 2009) .

**52.227-1 Authorization and Consent** (DEC 2007).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer.

**52.227-9 Refund of Royalties** (APR 1984). This clause applies only if the amount of royalties reported during negotiation of this contract exceeds \$250.

**52.227-10 Filing of Patent Applications - Classified Subject Matter** (DEC 2007).

**52.227-11 Patent Rights -- Ownership by the Contractor** (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

**52.227-14 Rights in Data--General** (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

**52.227-19 Commercial Computer Software - Restricted Rights** (DEC 2007).

**52.228-3 Workers' Compensation Insurance (Defense Base Act)** (APR 1984).

**52.228-4 Workers' Compensation and War Hazard Insurance Overseas** (APR 1984).

**52.228-5 Insurance - Work on a Government Installation** (JAN 1997). Seller shall provide and maintain insurance as set forth in this contract.

**52.229-10 State of New Mexico Gross Receipts and Compensating Tax** (APR 2003). This clause applies only if (1) this contract is a cost-reimbursement contract; (2) this contract directs or authorizes Seller to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the subcontractor, and (3) this contract is for services to be performed in whole or in part in the State of New Mexico..

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

**52.234-4 Earned Value Management System** (JUL 2006). This clause applies to those subcontractors specified elsewhere in this contract. In (b) (2) "Contracting Officer" means Buyer. In (c) Government means Buyer and "may" is substituted for "will." In (d) "Contracting Officer" means Buyer. In (e) delete the last two sentences.Seller agrees to notify Buyer in writing when a waiver or change is approved by the CFA. In (f) "Contracting Officer" means Contracting Officer or Buyer and Government means Government or Buyer.

**52.236-13 Accident Prevention** (NOV 1991). The term "Contracting Officer" shall mean Buyer.

**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.

**52.244-5 Competition in Subcontracting** (DEC 1996).

**52.244-6 Subcontracts for Commercial Items** (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

**52.245-1 Government Property** (APR 2012). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer. Paragraph (h)(1) is deleted and replaced by the following: "Seller assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to Seller as Government-furnished property. Seller is not responsible for reasonable wear and tear to Government Property or for Government property properly consumed in performing this contract."

**52.245-2 Government Property Installation Operation Services** (AUG 2010).

**52.247-63 Preference for U.S.-Flag Air Carriers** (JUN 2003). This clause only applies if this contract involves international air transportation.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller 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.

**52.247-67 Submission of Transportation documents for Audit** (FEB 2006). (a) (2) is deleted. Documents shall be submitted to as specified elsewhere in this contract.

**52.248-1 Value Engineering** (OCT 2010). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$150,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

**52.248-3 Value Engineering-Construction** (OCT 2010). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$65,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant contract savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the instant contract savings and collateral savings shall not reduce the Government's share of collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government..

**2. DoD FAR Supplement Clauses** DoD Contracts. 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.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies** (DEC 2008).

This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

**252.203-7003 Agency Office of the Inspector General.** (APR 2012). This clause applies if FAR 52.203-13 applies.

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)** (SEP 2011). Applies to contracts >\$5M except for (1) commercial items and (2) work performed entirely outside the United States.

**252.204-7000 Disclosure of Information** (DEC 1991). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 60 days prior to proposed date of release.

**252.204-7008 Requirements for Contracts Involving Export-Controlled Items.** (APR 2010).

**252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material** (DEC 1991). The term "Offeror" shall mean Seller. This clause applies only if this contract if an item being purchased contains precious metal. If responding to a solicitation, Bidder/Offeror shall comply with the requirements of this clause.

**252.209-7008 Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program** (DEC 2010). This clause applies if DFARS 252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST-MAJOR DEFENSE ACQUISITION PROGRAM (DEC 2010) is included in the contract and Seller qualifies as a "Major subcontractor," defined in DFARS 252.2009-7009 as "a subcontractor that is awarded a subcontract that equals or exceeds - (1) Both the cost or pricing data threshold and 10 percent of the value of the contract under which the subcontracts are awarded; or (2) \$50 million." For the purposes of this clause, "contractor" and "offeror" are replaced with Seller, "Government" means both "Buyer" and "Government," and "Contracting Officer" means "Buyer."

**252.209-7009 Organizational Conflict of Interest – Major Defense Acquisition Program** (DEC 2010). This clause applies if Seller qualifies as a "Major subcontractor," defined in DFARS 252.209-7009 as "a subcontractor that is awarded a subcontract that equals or exceeds- (1) Both the cost or pricing data threshold and 10 percent of the value of the contract under which the subcontracts are awarded; or (2) \$50 million." For the purpose of this clause, "Contractor" is replaced with "Seller" and "Government" is replaced with "Buyer."

**252.211-7000 Acquisition Streamlining** (OCT 2010). This clause applies only if this contract exceeds \$1.5 million.

**252.211-7003 Item Identification and Valuation** (JUN 2011). This clause applies if Buyer has made known to Seller that it is acquiring by this contract any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause.

**252.211-7006 Radio Frequency Identification** (SEP 2011). This clause applies to shipments from Seller to the Government.

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items** (DEC 2011). In paragraphs (a) and (b), only those clauses included in this customer contract requirements are applicable.

**252.215-7000 Pricing Adjustments** (DEC 1991). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

**252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.** (SEP 2011). (applies to contracts that include award fee). Contractor means Boeing and subcontractor means Seller. Seller shall be liable to Buyer for such award fee reduction. Buyer may debit Seller against this contract or otherwise for the amount of Buyer's award fee reduction.

**252.222-7000 Restrictions on Employment of Personnel** (MAR 2000).

**252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements** (DEC 2010).

This clause applies to all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of \$1 million, except for contracts for the acquisition of commercial items, including commercially available off-the-shelf-items. Seller agrees to flow down this clause to all covered subcontractors. Seller agrees by accepting this contract that it shall not enter into, and shall not take any action to enforce, any provision of any existing agreements, as describe in paragraph (b)(1) of this clause, with respect to any of Seller's employees or independent contractors performing work for Seller related 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 Change 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.

**252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials** (APR 2012).

**252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives** (SEP 1999). This clause applies only if (1) this contract, or a subcontract at any tier, is for the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E) or (2) AA&E will be provided to Seller, or to a subcontractor at any tier, as Government-furnished property. "Arms, ammunition, and explosives (AA&E)" means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

**252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM** (MAY 2011). "Contracting Officer" means Buyer.

**252.225-7001 Buy American and Balance of Payments Program** (JUN 2012).

**252.225-7003 Report of Intended Performance Outside the United States and Canada, Submission with Offer** (OCT 2010). "Offeror" means Seller. In paragraph (b) (1), delete "\$12.5 million" and insert \$650,000 in lieu thereof.

**252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award** (OCT 2010). "Contracting Officer" means "Buyer." Paragraph (c)(5) is deleted. In (d)(2) "from the Contracting Officer or" is deleted.

**252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES** (OCT 2010). In subparagraph (b), "within 10 days after" is replaced by "10 days prior to." In subparagraph (d), "Deputy Director of Defense Procurement and Acquisition Policy" means "Buyer." In (e)(2), "from the Contracting Officer" is deleted.

**252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies** (SEP 2006).

**252.225-7008 Restriction on Acquisition of Specialty Metals** (JUL 2009). This clause applies if the contract exceeds \$150,000.

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (10 U. S. C. 2533b)** .

**252.225-7012 Preference for Certain Domestic Commodities** (JUN 2012).

**252.225-7013 Duty Free Entry** (JUN 2012). Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. The information required by paragraph (j)(3) of this clause is available upon request.

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (JUN 2011).

**252.225-7019 Restriction on Acquisition of Anchor and Mooring Chain** (DEC 2009). This clause does not apply if no restricted welded shipboard anchor or mooring chain are being delivered under this contract.

**252.225-7021 Trade Agreements** (JUN 2012).

**252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber** (JUN 2005). Contracting Officer means Buyer. This clause applies only if the product furnished under this contract contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).

**252.225-7025 Restriction on Acquisition of Forgings** (DEC 2009). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

**252.225-7029 Preference for United States or Canadian Air Circuit Breakers** (AUG 1998).

**252.225-7032 Waiver of United Kingdom Levies - Evaluation of Offers** (APR 2003). This clause applies if this contract is over \$1,000,000 and is with an United Kingdom firm..

**252.225-7033 Waiver of United Kingdom Levies** (APR 2003).

**252.225-7036 Buy American -Free Trade Agreements-Balance of Payments Program** (JUN 2012).

**252.225-7039 Contractors Performing Private Security Functions** (JUN 2012). (This clause applies to Seller, and Seller shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander). In paragraph (c) (1), "Contractor" and "Government's" means Buyer. In paragraph (c) (3), "Contracting Officer " means Buyer.

**252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States** (JUN 2011). This clause, including this paragraph (q), applies only if, in performance of this contract, employees of Seller are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or military exercises, when designated by the Combatant Commander.

**252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States** (MAR 2006). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government..

**252.225-7044 Balance of Payments Program - Construction Material** (JUN 2012).

**252.225-7045 Balance of Payments Program - Construction Material Under Trade Agreements** (JAN 2012). In (a)(1)(iii), "Government" means Buyer. In "Construction Material," "Government" means "Government" or "Buyer." In (c)(3), Government means "Government" or "Buyer."

**252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns** (SEP 2004). This clause applies only if this contract exceeds \$500,000.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (FEB 2012).

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation** (FEB 2012). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

**252.227-7015 Technical Data -- Commercial Items** (DEC 2011).

**252.227-7016 Rights in Bid or Proposal Information** (JAN 2011).

**252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions** (JAN 2011).

**252.227-7018 Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program** (MAR 2011). This clause applies only if the delivery of noncommercial technical data or computer software to the

Government is required under Buyer's prime contract.

**252.227-7019 Validation of Asserted Restrictions - Computer Software** (SEP 2011).

**252.227-7026 Deferred Delivery of Technical Data or Computer Software** (APR 1988). This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under 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). 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.

**252.227-7033 Rights in Shop Drawings** (APR 1996).

**252.227-7037 Validation of Restrictive Markings on Technical Data** (JUN 2012).

**252.228-7001 Ground and Flight Risk** (JUN 2010).

**252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles** (DEC 1991).

**252.229-7011 Reporting of Foreign Taxes - U.S. Assistance Programs** (SEP 2005). This clause applies if this contract is for the procurement of commodities in excess of \$500.

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

**252.234-7002 Earned Value Management System** (MAY 2011).

Delete paragraph (k). With the exception of paragraphs (i) and (j), Seller shall comply with EVMS requirements if Seller is identified to comply elsewhere in this contract.

**252.234-7004 Cost and Software Data Reporting System.** (NOV 2010). CSDR reporting is required by Seller if this contract exceeds \$50 million. The last sentence in paragraph (b) is deleted.

**252.235-7003 Frequency Authorization Basic (DEC 1991), Alternate I (AUG 2008)** . 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.

**252.235-7004 PROTECTION OF HUMAN SUBJECTS** (JUL 2009). In subparagraph (c)(1), HRPO means HRPO and Buyer; "with a copy to the Contracting Officer" is deleted; "from the Contracting Officer " is deleted; and in the last sentence, Contracting Officer means Buyer. In subparagraph (c)(2) HRPO means HRPO and Buyer; "with a copy to the Contracting Officer" is deleted and "from the Contracting Officer" is deleted. In paragraph (e), "under Federal Acquisition Regulation clause 52.242-15" is deleted and Contracting Officer means Buyer.

**252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Pub. L. 110-329, Division E, Section 108).** .

**252.237-7019 Training for Contractor Personnel Interacting with Detainees** (SEP 2006). (c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

**252.237-7023 Continuation of Essential Contractor Services.** (OCT 2010). This clause applies if services provided by Seller have been determined to be "essential contractor services in support of mission-essential functions, " and are listed in the attachment referenced in paragraph (b) of the clause. In paragraph (c)(2), "Contracting Officer" shall mean Buyer. In paragraph (c)(3) "Contracting Officer" shall mean the "Contracting Officer or Buyer." In paragraph (c), "Contracting Officer" shall mean Buyer. In paragraph (g), "Contracting Officer" shall mean Buyer and ninety days is replaced with sixty days.

**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.

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

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (JUN 2012).

**252.245-7001 Tagging, Labeling, and Marking Of Government-Furnished Property** (APR 2012).

**252.246-7003 Notification of Potential Safety Issues.** .

**252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer** (SEP 2010).  
This clause applies if this contract is with a motor carrier, broker, or freight forwarder.

**252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).** .

**252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).** .

**252.249-7002 Notification Of Anticipated Contract Termination Or Reduction** (OCT 2010). This clause applies only if this contact is \$650,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

**3. Commercial Items** 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:

**52.203-13 Contractor Code of Business Ethics and Conduct** (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009** (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (DEC 2010). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

**52.219-8 Utilization of Small Business Concerns** (JAN 2011).

**52.222-26 Equal Opportunity** (MAR 2007).

**52.222-35 Equal Opportunity for Veterans.** (SEP 2010). This clause applies only if this contract is \$100,000 or more.

**52.222-36 Affirmative Action For Workers With Disabilities** (OCT 2010). This clause applies only if this contract exceeds \$15,000.

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act.** (DEC 2010).

**52.222-41 Service Contract Act of 1965** (NOV 2007). This clause applies only if this contract is subject to the Act.

**52.222-50 Combating Trafficking in Persons** (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

**52.222-54 Employment Eligibility Verification** (JUL 2012).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving** (AUG 2011).

**52.244-6 Subcontracts for Commercial Items** (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller 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.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies** (DEC 2008).

This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

**252.203-7003 Agency Office of the Inspector General.** (APR 2012). This clause applies if FAR 52.203-13 applies.

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)** (SEP 2011). Applies to contracts >\$5M except for (1) commercial items and (2) work performed entirely outside the United States.

**252.204-7000 Disclosure of Information** (DEC 1991). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 60 days prior to proposed date of release.

**252.204-7008 Requirements for Contracts Involving Export-Controlled Items.** (APR 2010).

**252.211-7000 Acquisition Streamlining** (OCT 2010). This clause applies only if this contract exceeds \$1.5 million.

**252.215-7000 Pricing Adjustments** (DEC 1991). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

**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).

**252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives** (SEP 1999). This clause applies only if (1) this contract, or a subcontract at any tier, is for the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E) or (2) AA&E will be provided to Seller, or to a subcontractor at any tier, as Government-furnished property. "Arms, ammunition, and explosives (AA&E)" means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

**252.223-7008 Prohibition of Hexavalent Chromium** (MAY 2011). "Contracting Officer" means Buyer.

**252.225-7001 Buy American and Balance of Payments Program** (JUN 2012).

**252.225-7003 Report of Intended Performance Outside the United States and Canada, Submission with Offer** (OCT 2010). "Offeror" means Seller. In paragraph (b) (1), delete "\$12.5 million" and insert \$650,000 in lieu thereof.

**252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award** (OCT 2010). "Contracting Officer" means "Buyer." Paragraph (c)(5) is deleted. In (d)(2) "from the Contracting Officer or" is deleted.

**252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES** (OCT 2010). In subparagraph (b), "within 10 days after" is replaced by "10 days prior to." In subparagraph (d), "Deputy Director of Defense Procurement and Acquisition Policy" means "Buyer." In (e)(2), "from the Contracting Officer" is deleted.

**252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies** (SEP 2006).

**252.225-7008 Restriction on Acquisition of Specialty Metals** (JUL 2009). This clause applies if the contract exceeds \$150,000.

**252.225-7013 Duty Free Entry** (JUN 2012). Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. The information required by paragraph (j)(3) of this clause is available upon request.

**252.225-7033 Waiver of United Kingdom Levies** (APR 2003).

**252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States** (MAR 2006). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government..

**252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns** (SEP 2004). This clause applies only if this contract exceeds \$500,000.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (FEB 2012).

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation** (FEB 2012). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may

be originated, developed or delivered under this contract.

**252.227-7015 Technical Data -- Commercial Items** (DEC 2011).

**252.227-7016 Rights in Bid or Proposal Information** (JAN 2011).

**252.227-7019 Validation of Asserted Restrictions - Computer Software** (SEP 2011).

**252.227-7026 Deferred Delivery of Technical Data or Computer Software** (APR 1988). This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under 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.

**252.228-7001 Ground and Flight Risk** (JUN 2010).

**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.

**252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Pub. L. 110-329, Division E, Section 108)**. .

**252.237-7019 Training for Contractor Personnel Interacting with Detainees** (SEP 2006). (c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

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

**252.245-7001 Tagging, Labeling, and Marking Of Government-Furnished Property** (APR 2012).

**252.246-7003 Notification of Potential Safety Issues**. .

**252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer** (SEP 2010). This clause applies if this contract is with a motor carrier, broker, or freight forwarder.

**252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)**. .

**252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)**. .

**4. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

#### Q-Anonymity

Any subcontract that (a) involves the design, manufacture, production assembly, inspection or test of equipment, assemblies or parts by sub-tier suppliers who are not located in the United States OR (b) any

subcontract that involve the design, manufacture, production assembly, inspection or test of equipment, assemblies or parts by sub-tier suppliers that are not produced in accordance with the specification or a standard listed in MIL-E-16400, MIL-P-11268, or MIL-E-5400 will not be issued without specific approval of the Buyer. Further, the Prime Contract number will not be revealed to any off shore subcontractors.

Subcontracts, Purchase Orders and drawings issued to an offshore subcontractor will not carry any 98230 Code Identification and/or 0NXXXXXX markings. All required 98230 Code Identification or 0NXXXXXX markings will be performed by the subcontractor at an “in country” facility.

This clause will be included in all subcontracts issued for equipment, assemblies, accessories, services or parts under this Contract.