

**CUSTOMER CONTRACT REQUIREMENTS**  
**Boeing Defence Australia Subcontract**  
**CUSTOMER CONTRACT P0934-CH47-STC-18-27828**

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

**Customer Contract Requirements (Direct Commercial Sales)**

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities** (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

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

**252.223-7008 Prohibition of Hexavalent Chromium** (JUN 2013). "Contracting Officer" shall mean Buyer.

**252.225-7001 Buy American and Balance of Payments Program** (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows:  
(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

**252.225-7012 Preference for Certain Domestic Commodities** (DEC 2017).

**252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System** (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

**252.246-7008 Sources of Electronic Parts** (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies

containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term “Contractor” means Seller and the term “subcontractor” means Seller’s lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term “Contracting Officer” means “Buyer’s Authorized Procurement Representative.” Seller’s notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller’s lower-tier supplier providing such electronic parts, Seller’s rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).

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Clauses below are selected clauses from the prime agreement that are applicable to subcontractors and flowed with slight modification to language to reflect agreements between Buyer and Seller.

### **6.1 Condition as to Disclosure by the Supplier**

6.1.1 The Seller shall promptly notify and fully disclose to Buyer in writing, any event or occurrence actual or threatened during the contract period of performance which may materially adversely affect the Seller’s ability to perform any of its obligations under the Contract.

6.1.2 The Seller:

a. warrants that, to the best of its knowledge after making diligent inquiry, no conflict of interest exists as the award of this contract, or is likely to arise in performance of its obligations under the Contract by itself, Seller Personnel, any Subcontractors or Subcontractor Personnel; and

b. shall promptly notify Buyer in writing if such a conflict of interest or risk of such a conflict of interest arises.

6.1.3 Within three (3) Working Days after giving notice under clause 6.1.1 or 6.1.2, the Seller shall notify Buyer, in writing, of the steps the Buyer has and will take to resolve the issue. If Buyer considers those steps are inadequate, Buyer may direct the Seller to resolve the issue in a manner proposed by Buyer.

6.1.4 If the Seller fails to notify Buyer in accordance with clauses 6.1.1 or 6.1.3 or is unable or unwilling to resolve the conflict of interest as required, or in the opinion of the Buyer the conflict cannot be satisfactorily resolved, Buyer may give the Seller a notice of termination.

### **6.3 Confidential Information**

6.3.1 The Seller shall, if required by Buyer, ensure that the Seller and its Seller Personnel engaged in the performance of the Contract give a written undertaking substantially in the form of the Deed of Confidentiality and Fidelity. Buyer may provide a template for this Deed as needed. The Seller shall provide properly executed Deeds of Confidentiality and Fidelity as required by this clause.

### **6.4 Negation of Employment and Agency**

6.4.1 The Seller shall not represent itself, and shall ensure that Seller Personnel, Subcontractor or Subcontractor Personnel do not represent themselves, as being employees, partners or agents of the Buyer or Buyer’s customers.

6.4.2 The Seller, Seller Personnel, Subcontractors and Subcontractor Personnel shall not by virtue of the Contract be, or for any purpose be deemed to be, an employee, partner or agent of the Buyer or Buyer’s customers.

### **6.8 Defence Security**

6.8.6 With respect to security classified information, the Seller shall ensure that all security classified information transmitted between Seller and other parties, in Australia, whether generated in Australia or overseas, shall be

subject to the terms of Part 2:33 of the DSM

6.8.8 Where COMSEC material is transmitted outside Australia, the Seller shall ensure that:

- a. all COMSEC material transmitted between the Seller and parties, or a party and a Subcontractor located overseas shall be subject to approval by the Buyer.

### 7.1 Compliance with Laws

7.1.1 The Seller shall, in the performance of the Contract, comply with and ensure that Seller Personnel, Subcontractors and Subcontractor Personnel comply with, the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.

7.1.2 Where requested by Buyer, the Seller shall provide a written confirmation that, to the best of the Seller's knowledge and based on reasonable enquiries undertaken by the Seller, the Seller, Seller Personnel, Subcontractors and Subcontractor Personnel are compliant with all laws (including foreign anti-corruption legislation) regarding the offering of unlawful inducements in connection with the performance of the Contract and the Subcontracts.

### 7.2 Policy Requirements

7.2.1 Subject to work being performed in Australia, the Seller shall comply with and require the Seller Personnel, Subcontractors and Subcontractor Personnel to comply with the following Commonwealth policies of general application relevant or applicable to the Contract:

- a. Conflicts of Interest; Gifts, hospitality and sponsorship; Notification of Post Separation Employment; management and reporting of unacceptable behaviour, the reporting and management of notifiable incidents and ethical relationship policies detailed in the DPPM, DI(G) PERS 25-6, DI(G) PERS 25-7, DI(G) PERS 25-4, DI(G) PERS 35-3, DI(G) ADMIN 45-2 and *Defence and the Private Sector – An Ethical Relationship*;
- b. Australian Defence Force alcohol policy detailed in DI(G) PERS 15-1;
- c. Public interest disclosure policy as detailed in the DPPM;
- d. Defence Environmental, Hazardous Substances, Ozone Depleting Substances, Synthetic Greenhouse Gases, Public Interest Disclosure, Work Health and Safety and Workplace Gender Equality policies as detailed in the DPPM;
- e. Company ScoreCard policy as detailed in the *DMO Company ScoreCard Policy Statement*;
- f. Defence Equity and Diversity policy as detailed in the *Defence Plain English Guide to Managing and Reporting Unacceptable Behaviour*, and DI(G) PERS 35-3;
- g. Defence Stocktaking and Assurance Checking policy as detailed in DEFLOGMAN Part 2 Volume 5;
- h. Commonwealth's Defence Airworthiness Safety Regulations (DASR) Part 145, Part 21J, Part M and Part 147 organisations.

### 7.3 Work Health and Safety

7.3.1 The Seller:

- a. shall, where applicable, comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with Buyer and any other person who, concurrently with Buyer, the Seller or a Subcontractor (as the case may be), has a WHS duty under the WHS Legislation in relation to the same matter; and
- b. acknowledge that they have a duty under the applicable WHS Legislation to ensure, so far as is

reasonably practicable, the health and safety of:

- (i) Buyer personnel;
- (ii) Commonwealth Personnel;
- (iii) Seller Personnel; and
- (iv) other persons, in connection with the Services.

7.3.2 Without limiting the application of the WHS Legislation, the Seller acknowledges that to the extent that any Buyer personnel or end-customer personnel:

- a. are located on Buyer or the Seller's premises in relation to the Contract; and
- b. whose activities in carrying out work in relation to the Contract are influenced or directed by the Seller, such Seller personnel or end-customer Personnel shall be taken to be workers for the purposes of the applicable WHS Legislation.

7.3.3 The Seller represents and warrants that:

- a. it has given careful, prudent and comprehensive consideration to the WHS implications of the work to be performed by it under the Contract; and
- b. the proposed method of performance of that work complies with, and includes a system for identifying and managing so far as is reasonably practicable, WHS risks which complies with, all applicable legislation relating to WHS including the applicable WHS Legislation.

7.3.4 The Seller shall so far as is reasonably practicable:

- a. provide the goods or services in such a way that Buyer and Buyer personnel are able to undertake any roles or obligations in connection with the goods or services (such as in relation to testing or auditing); and
- b. ensure that the Buyer and Buyer personnel are able to make full use of the goods or services for the purposes for which they are intended, and to maintain, support and develop the goods and services (as contemplated by the Contract), without Buyer or Buyer personnel contravening any legislation relating to WHS including the WHS Legislation, any applicable standards relating to WHS or any policy relating to WHS identified in the Contract.

7.3.5 Subject to clause 7.3.13 and without limiting the Seller's obligations under the Contract or at law or in equity (and subject to any relevant foreign government restrictions), the Supplier shall:

- a. provide in respect of those Prescribed Activities, to the Buyer:
- b. within five (5) Working Days (or such other period as agreed by Buyer in writing) of a request by the Buyer any information or copies of documentation requested by the Buyer and held by the Seller to enable the Buyer to comply with its obligations under the WHS Legislation and the Prime Contract;
- c. copies of:
  - (i) all formal notices and written communications issued by a regulator or agent of the regulator under or in compliance with the applicable WHS Legislation to the Seller relating to WHS matters;
  - (ii) all formal notices issued by a health and safety representative of the Seller or Subcontractor, under or in compliance with the applicable WHS Legislation; and
  - (iii) all formal notices, written communications and written undertakings given by the Seller to the regulator or agent of the regulator under or in compliance with the applicable WHS Legislation; and

d. within five (5) Working Days of a request by the Buyer written assurances specifying that to the best of the Seller's knowledge that it and the Seller Personnel, are compliant with:

(i) the applicable WHS Legislation; and

(ii) any relevant or applicable approved codes of practice under the *Work Health and Safety Act 2011* (Cth) except where the Seller complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of WHS that is equivalent to or higher than the standard required in the code of practice, and that the Seller has made reasonable enquiries before providing the written assurances.

7.3.6 Subject to clause 6.8 and any relevant foreign government restrictions, Buyer shall provide to the Seller in a timely manner any information or copies of documentation reasonably requested by the Seller and held by Buyer to enable the Seller to comply with its obligations under the applicable WHS Legislation in relation to the Contract and any information required by Section 25 of the *Work Health and Safety Act 2011* (Cth).

7.3.7 The Seller shall ensure that if the WHS Legislation requires that:

a. a person:

(i) be authorised or licensed (in accordance with the WHS Legislation) to carry out any works at the workplace, that person is so authorised or licensed and complies with any conditions of such Authorisation; and/or

(ii) has prescribed qualifications or experience, or if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or

b. a workplace, plant or substance (or design), or work (or class of work) be authorized or licensed, that workplace, plant or substance (or design), or work (or class of work) is so authorised or licensed.

7.3.8 If the Seller becomes aware of any intention on the part of a regulatory authority to cancel, revoke, suspend or amend an Authorisation relating to WHS, the Seller promptly notify Buyer giving full particulars (so far as they are known to it).

7.3.9 Subject to clause 7.3.13 and to the relevant persons complying with applicable Defence security requirements and reasonable Seller access controls, the Seller upon reasonable written request by the Buyer shall give the Buyer and any person authorised by the Buyer access to:

a. premises to conduct site inspections for the purpose of monitoring the Seller's compliance with any applicable laws, Authorisations or Approved plans in connection with WHS in relation to the Contract; and

b. all internal and third party audit results in relation to WHS in relation to the goods, services or work performed under the Contract.

7.3.10 To the extent not inconsistent with the express requirements of the Contract, the Buyer may direct the Seller to take specified measures that the Buyer considers reasonably necessary to comply with applicable legislation relating to WHS including the WHS Legislation in relation to the provision of the goods or services. The Seller shall comply with the direction unless the Seller demonstrates to the reasonable satisfaction of the Buyer that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.

7.3.11 Reserved.

7.3.12 Except where Buyer agrees in writing and provided that the Seller complies with the law, the Seller shall not use ACM in providing the goods or services and shall not take any ACM onto Buyer's customer or Buyer premises in connection with providing the goods or services.

7.3.13 Subject to clause 7.3.13b and without limiting the Seller's obligations under the Contract:

a. the Seller shall ensure that all Subcontracts contain equivalent provisions to those set out in this clause 7.3; and

b. where in relation to an Subcontract:

(i) the WHS Legislation does not apply in respect of any work performed under that Approved Subcontract; and

(ii) the Buyer does not have any duties or obligations under the WHS Legislation in respect of the workers engaged or caused to be engaged by the relevant Subcontractor, the Seller shall only be required to ensure that any Subcontract contains equivalent provisions to those set out in clauses 7.3.3, 7.3.4 and 7.3.12 in respect of that Subcontract.

## 7.5 Privacy

7.5.1 The Seller shall:

a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth);

b. comply with its obligations under the *Privacy Act 1988* (Cth); and

as a contracted provider, not do any act or engage in any practice which, if done or engaged by Buyer or Buyer's customer, would be a breach of Australian Privacy Principles.

## 7.6 Drug and Alcohol Testing

7.6.1 For Services performed in Australia, the Seller shall ensure that Seller's Personnel;

a. acknowledge they have read and understood Boeing's Drug and Alcohol Management Plan (DAMP) published on [www.boeing.com.au/suppliers](http://www.boeing.com.au/suppliers);

b. comply with the terms of the DAMP, including but not limited to the right for Boeing to conduct random and targeted drug and alcohol testing;

c. complete and sign all required consent forms required for operation of the DAMP prior to or by no later than upon commencement of the provision of the Services to Boeing or work on Commonwealth Premises or Boeing managed sites, whether such forms are mandated by Boeing or the Commonwealth; and

d. be fit for work at all times when performing the Services on Commonwealth Premises or Boeing managed sites in accordance with the requirements of the DAMP.

## 8.1 General Termination Provisions

8.1.1 If Buyer terminates this contract, this contract terminates with effect from the date of the notice of termination or a later date specified in the notice.

8.1.2 If the Contract is terminated under this clause 8 or otherwise:

a. the Seller shall provide to Buyer, as required by Buyer, all documents in its possession, power or control or in the possession, power or control of Seller Personnel, Subcontractors or Subcontractor Personnel, which contain or relate to any Buyer, Buyer-customer, or third party Confidential Information or which are security classified;

b. the Seller shall, upon request from Buyer or otherwise by the date of termination, return to Buyer (or

such other person as directed by the Buyer) all buyer's customer owned material, assets, or property in its possession, power or control or in the possession, power or control of Seller Personnel, Subcontractors or Subcontractor Personnel, except to the extent (if any) that the Seller is obliged or authorised to retain the property under a contract or contracts, other than this contract, with Buyer).

### **8.5 General Provisions for Reductions in Scope**

8.5.1 If Buyer gives a notice under clause to reduce the scope of the Contract, the Seller shall, in respect of the goods or services being removed from the scope of the Contract (Removed Goods or Services):

a. cease performing the Removed Services on and from the date(s) specified in the notice;

b. provide to Buyer, as required by Buyer:

(i) all documents and data in the possession, power or control of the Seller, Seller Personnel, Subcontractors or Subcontractor Personnel, which:

1) relate to the Removed Good or Services and are not otherwise required to perform the remainder of the Contract; and

2) contain or relate to any Buyer's customer Confidential Information or which are security classified;

(ii) all existing Technical Data relating to the Removed Goods or Services; and

(iii) all Buyer's customer-owned inventory or assets in the possession, power or control of the Seller, Seller Personnel, Subcontractors or Subcontractor Personnel, except to the extent (if any) that the Seller is obliged or authorised to retain the property under a contract or contracts, other than this contract, with Buyer, within 15 Working Days after receipt of the notice, or as required by Buyer;

c. The Seller shall provide, upon request to Buyer, accurate financial data to allow Buyer to determine the appropriate reduced payment amount.