

**EXHIBIT A**  
**GOVERNMENT PROVISIONS**  
**JOINT COMMON MISSILE (JCM) SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD) REQUIREMENT**  
**GOVERNMENT RFP DAAH01-03-R-0277**

**GOVERNMENT CONTRACT REQUIREMENTS**

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31.

1. **FAR Clauses.** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation (FAR) and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller. All reference to "disputes", the "disputes clause", or the "Contract Disputes Act" shall be references to the Disputes clause of the General Provisions of this contract. The full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

**52.203-6 Restrictions on Subcontractor Sales to the Government** (Jul 1995 Version). This clause applies only if this contract exceeds \$100,000.

**52.203-7 Anti-Kickback Procedures** (excluding subparagraph (c)(1)) (Jul 1995 Version). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (Jan 1997 Version). 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 Seller's subcontractors at any tier.

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity** (Jan 1997 Version). This clause applies only if this contract exceeds the simplified acquisition threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or Seller's 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** (Apr 1991 Version). This clause applies only if this contract exceeds \$100,000.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (Jun 2003 Version). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

**52.204-2 Security Requirements** (Aug 1996 Version). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

**52.211-5 Material Requirements** (Aug 2000 Version). Any notice will be given to Buyer's Authorized Procurement Representative rather than the Contracting Officer.

**52.211-15 Defense Priority and Allocation Requirements** (Sep 1990 Version). The prime contract is a rated order under DPAS (15 CFR 700). The DPAS rating is DOA2.

**52.215-2 Audit and Records - Negotiation** (Jun 1999 Version). This clause applies only if this contract exceeds the simplified acquisition threshold 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.

**52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications** (Oct 1997 Version). This clause applies only if original order was competitive, Certified Cost and Pricing Data is required for the modification, and if this contract exceeds \$500,000. "Contracting Officer:" shall mean "Contracting Officer or Buyer". In paragraph (d)(2)(i)(A), delete "to the Contracting Officer". In paragraph (d)(2)(ii)(B), "Government" means "Government or Buyer". In paragraph (e), "United States" shall mean "United States or Buyer".

**52.215-13 Subcontractor Cost or Pricing Data - Modifications** (Oct 1997 Version). This clause applies only if original order was competitive and the certificate required by paragraph (b) is that set forth in FAR 15.804-4, substituting Buyer's name for "Contracting Officer". This clause applies only if this contract exceeds \$500,000.

**52.215-14 Integrity of Unit Prices** (excluding subparagraph (b)) (Oct 1997 Version). This clause applies except for contracts at or below the simplified acquisition threshold (as defined in FAR Part 2), 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** (Dec 1998 Version). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR part 31. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)** (Oct 1997 Version). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or Seller's subcontractors at any tier under this clause.

**52.215-19 Notification of Ownership Changes** (Oct 1997 Version). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications** (Oct 1997 Version). This clause applies only if this contract exceeds \$500,000. The term "Contracting Officer" shall mean Buyer's Purchasing Representative.

**52.219-8 Utilization of Small Business Concerns** (Oct 2000 Version). In accordance with FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.

**52.219-9 Small Business Subcontracting Plan** (Jan 2002 Version). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer. In accordance with FAR 19.708(a)(2), this clause does not apply to performance of the contract, together with all its subcontracts, entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.

**52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation** (Sep 2000 Version). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or Seller's subcontractors at any tier under this clause. In accordance with FAR 22.305(d), this clause does not apply to work performed solely within a foreign country or within a territory under United States jurisdiction other than a State, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331), American Samoa, Guam, Wake Island, and Johnston Island.

**52.222-20 Walsh-Healy Public Contracts Act** (Dec 1996 Version). This clause applies only if this contract exceeds \$10,000. In accordance with FAR 22.604-2(a)(2), this clause does not apply to supplies manufactured outside the United States, Puerto Rico, or the Virgin Islands. In accordance with FAR 22.603, this clause does not apply to services.

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

**52.222-26 Equal Opportunity** (subparagraph (b)(1) through (11)) (Apr 2002 Version). In accordance with FAR 22.807(b)(2), this clause does not apply to work performed outside the United States by employees who were not recruited within the United States. In accordance with FAR 22.801, United States means the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island.

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (Dec 2001 Version). This clause applies only if this contract exceeds \$25,000. In accordance with FAR 22.1308(a)(1)(i), this clause does not apply to work performed outside of the United States by employees recruited outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam.

**52.222-36 Affirmative Action for Workers with Disabilities** (Jun 1998 Version). This clause applies only if this contract exceeds \$10,000. In accordance with FAR 22.1408(a)(1), this clause does not apply to work performed outside the United States by employees recruited outside of the United States. United States includes the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island.

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (Dec 2001 Version). This clause applies only if this contract exceeds \$25,000. In accordance with FAR 22.1308(a)(1)(i), this clause does not apply to work performed outside of the United States by employees recruited outside of the United States. United States includes the States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, and Guam.

**52.225-13 Restrictions on Certain Foreign Purchases** (Jun 2003 Version).

**52.227-1 Authorization and Consent** (Jul 1995 Version) and Alternate I (Apr 1984 Version).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (Aug 1996 Version). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds the simplified acquisition threshold.

**52.227-10 Filing of Patent Applications — Classified Subject Matter** (Apr 1984 Version).

**52.227-12 Patent Rights - Retention by the Contractor (Long Form)** (Jan 1997 Version). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

**52.242-15 Stop Work Order** (Aug 1989 Version) and Alternate I (Apr 1984 Version). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

**52.244-2 Subcontracts** (Aug 1998 Version) and Alternate I (Aug 1998 Version). Paragraph (k) is completed by adding the word "None".

**52.244-6 Subcontracts For Commercial Items** (Apr 2003 Version)

**52.245-2 Government Property (Fixed-Price Contracts)** (Jun 2003 Version). "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer. In paragraph (c) (2), the sentence "However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause." is deleted. If this contract incorporates GP4, FAR 52.245-2 is not applicable and the first sentence of FAR 52.245-5 (g) (5) is replaced by "(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance."

**52.245-18 Special Test Equipment** (Feb 1993 Version). Change "30 days" to "45 days" in paragraph (b) and (c).

**52.246 - 2 Inspection of Supplies – Fixed Price** (Aug 1996 Version) with Alternate I (Jul 1985 Version). This clause applies if this is a fixed price contract (GP1 or GP2 based) and is not identified as a research and development contract. In this clause "Government" means "Buyer or the Government or both" and "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's inspection and quality assurance systems must be acceptable to both the Buyer and the Government. Notifications are to be provided to both the Buyer and the Government. Remedies in this clause can be exercised only by the Buyer's Authorized Procurement Representative.

**52.246 - 3 Inspection of Supplies – Cost Reimbursement** (May 2001 Version). This clause applies if this is a cost reimbursement contract (GP4 based) and is not identified as a research and development contract. In this clause "Government" means "Buyer or the Government or both" and "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's inspection and quality assurance systems must be acceptable to both the Buyer and the Government. Notifications are to be provided to both the Buyer and the Government. Remedies in this clause can be exercised only by the Buyer's Authorized Procurement Representative.

**52.246 - 6 Inspection -- Time-and-Material and Labor-Hour** (May 2001 Version). This clause applies if this is a time and material or labor hour contract (GP3 based). In this clause "Government" means "Buyer or the Government or both" and "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's inspection and quality assurance systems must be acceptable to both the Buyer and the Government. Notifications are to be provided to both the Buyer and the Government. Remedies in this clause can be exercised only by the Buyer's Authorized Procurement Representative.

**52.246 - 7 Inspection of Research and Development – Fixed Price** (Aug 1996 Version). This clause applies if this is fixed price contract (GP1 or GP2 based) and is identified as a research and development contract. In this clause "Government" means "Buyer or the Government or both" and "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's inspection and quality assurance systems must be acceptable to both the Buyer and the Government. Notifications are to be provided to both the Buyer and the Government. Remedies in this clause can be exercised only by the Buyer's Authorized Procurement Representative.

**52.246 - 8 Inspection of Research and Development – Cost Reimbursement** (May 2001 Version). This clause applies if this is cost reimbursement contract (GP4 based) and is identified as a research and development contract. In this clause "Government" means "Buyer or the Government or both" and "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's inspection and quality assurance systems must be acceptable to both the Buyer and the Government. Notifications are to be provided to both the Buyer and the Government. Remedies in this clause can be exercised only by the Buyer's Authorized Procurement Representative.

**52.246-16 -- Responsibility for Supplies (Apr 1984 Version)**. In paragraphs (a) through (c), "Government" means "US Government" and "formal acceptance" means "formal acceptance by the US Government". In paragraph (d), "Government" means "Buyer or the US Government or subcontractors of Buyer who are not also subcontractors of Seller".

**52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels** (APR 2003). In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

2. **DFARS Clauses.** The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement (DFARS) and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies** (excluding paragraph (g)) (Mar 1999 Version). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

**252.204-7000 Disclosure of Information** (Dec 1991 Version). Seller will submit requests for authorization to release through Buyer.

**252.204-7003 Control of Government Personnel Work Product** (Apr 1992 Version).

**252.204-7005 Oral Attestation of Security Responsibilities** (Nov 2001 Version).

**252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty** (Nov 1995 Version). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of commercial items or commercial components.

**252.209-7004 Subcontracting With Firms That Are Owned Or Controlled By the Government of a Terrorist Country** (Mar 1998 Version). Notices should be sent to the Buyer's Authorized Procurement Agent for transmission to the PCO. The Seller's ACO should be copied.

**252.211-7000 Acquisition Streamlining** (Dec 1991 Version). This clause applies only if this contract exceeds \$1 million.

**252.215-7000 Pricing Adjustments** (Dec 1991 Version).

**252.223-7002 Safety Precautions for Ammunition and Explosives** (May 1994 Version). This clause applies only if Seller delivers ammunition or explosives under this contract.

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

**252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives** (Sep 1999 Version). Paragraph (b) is replaced with:

- (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the seller as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
Tactical Round	TBD	I
Live Warhead, Precursor	TBD	III
Spotting Warhead, Precursor	TBD	III
Live Warhead, Main Charge	TBD	III
Spotting Warhead, Main Charge	TBD	III
Live Fire Round LRIP	TBD	III
Live Warhead, Tactical Tandem	TBD	III
Telemetry Section Kits	TBD	IV
Telemetry Round	TBD	IV

Propulsion Unit	TBD	IV
Missile Batteries	TBD	IV
EFI Detonator	TBD	IV
Squib Actuators	TBD	IV

**252.225-7001 Buy American Act and Balance of Payment Program** (Apr 2003 Version).

**252.225-7012 Preference for Certain Domestic Commodities** (Feb 2003 Version).

**252.225-7013 Duty Free Entry** (Apr 2003 Version)

**252.225-7014 Preference for Domestic Specialty Metals** (Apr 2003 Version) and Alternate I (Apr 2003 Version).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (Apr 2003 Version) and Alternate I (APR 2003). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

**252.225-7025 Restriction on Acquisition of Forgings** (Apr 2003 Version).

**252.225-7026 Reporting of Contract Performance Outside the United States** (Jun 2000 Version). This clause applies only if this contract exceeds \$500,000.

**252.227-7013 Rights in Technical Data - Noncommercial Items** (Nov 1995 Version). This clause applies only if the delivery of data is required for noncommercial items under this contract.

**252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation** (Jun 1995 Version). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

**252.227-7016 Rights in Bid or Proposal Information** (Jun 1995 Version).

**252.227-7019 Validation of Asserted Restrictions - Computer Software** (Jun 1995 Version). This clause applies only if computer software may be originated, developed, or delivered under this contract.

**252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Markings** (Jun 1995 Version). Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer under this clause because of negligent or willful acts of Seller or Seller's subcontractors at any tier. Seller indemnifies Buyer and holds Buyer harmless to the extent Buyer's liability to the Government or a third party under this clause is due to the negligence or willful acts of Seller or Seller's subcontractors at any tier.

**252.227-7027 Deferred Ordering of Technical Data or Computer Software** (Apr 1988 Version). 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** (Mar 2000 Version). "Government" and "Contracting Officer" mean Buyer. This clause applies only if the delivery of data is required by this contract.

**252.227-7036 Certification of Technical Data Conformity** (Jan 1997 Version). This clause applies only if the delivery of data is required by this contract.

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

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

**252.245-7001 Reports of Government Property** (May 1994 Version). Seller will provide information that the Buyer may require to complete Buyer's annual report.

**252.247-7023 Transportation of Supplies by Sea** (May 2002 Version) and Alternate III (May 2002). This clause applies only if this contract exceeds the Simplified Acquisition Threshold in FAR Part 13. In paragraph (c), "45 days" is changed to "60 days".

**252.247-7024 Notification of Transportation of Supplies by Sea** (Mar 2000 Version). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer.

**252.249-7002 Notification of Anticipated Contract Termination or Reduction** (Dec 1996 Version). This clause applies only if this contract is for \$500,000 or more. In paragraph (c), "two weeks" is changed to "10 days".

3. **Prime Contract Clauses.** The following prime contract special provisions apply to this purchase order:

**A. {Prime Contract D-1} 52.208-4700 REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) JUN/1997**

If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

**B. {Prime Contract H-3} 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES DEC/1991**

The Seller agrees not to change the place of performance of any portion of the contract covered by the Safety Precautions for Ammunition and Explosives clause contained in this contract without the advanced written approval of the Buyer's Authorized Procurement Representative. The Buyer's Authorized Procurement Representative shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance and only if the Government grants approval.

**C. {Prime Contract H-4} 52.204-4706 PROTECTION AND HANDLING OF FOR OFFICIAL USE ONLY INFORMATION JUN/1997 (USAAMCOM)**

Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

(1) **DEFINITION.** Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being For Official Use Only. No other material shall be considered or marked 'For Official Use Only' (FOUO). FOUO is not authorized as a form of classification to protect national security interests.

(2) **SAFEGUARDING FOUO INFORMATION.**

(a) **During Duty Hours:** During normal working hours information determined to be FOUO shall be placed in an out-of-sight location if visitors, casual traffic and other nongovernment/nonBuyer/nonSeller personnel have access to the work area.

(b) **During Nonduty Hours:** At the close of business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or government/Buyer/Seller internal building security is provided during nonduty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

- (3) **TRANSMISSION OF FOUO INFORMATION.** FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Bulky shipments that otherwise qualify under postal regulations may be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO attachments.
- (4) **TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES.**
- (a) **Termination:** The originator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall efface or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose.
- (b) **Disposal:** FOUO materials may be destroyed by tearing each copy into pieces to preclude reconstruction, and placing them in regular trash containers. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.
- (c) **Unauthorized Disclosure:** The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure via the Buyer's Authorized Procurement Representative or the Buyer's Security office.

**D. {Prime Contract H-9} NONDISCLOSURE AGREEMENTS**

It may be necessary for the Seller to exchange data and interface with government support contractors. The Seller agrees to negotiate in good faith any disclosure agreements required with such support contractors if requested to do so by the Buyer's Authorized Procurement Representative.

**E. {Prime Contract H-10} ACCESS BY VISITORS TO JOINT COMMON MISSILE INFORMATION**

The common missile project office approval, obtained via the Buyer's Authorized Procurement Representative, is required prior to discussion of the joint common missile SDD program with visitors or representatives of any other agency. Any visitors to the Seller's facilities shall not be granted access to the data unless they meet the requirements of "need to know" established by government security regulations. For the purpose of this provision, the term "visitor" or "representative of any other agency" shall not include those Buyer or government representatives whose normal duties require planned visitation on joint common missile matters, such as the PM, JCM navy personnel, ACO, PCO, the resident auditor, or their authorized representatives; nor shall it include representatives of the Seller's vendors or subcontractors. This provision is not intended to supersede or conflict in any manner with the defense security manual.

**F. {Prime Contract H-11} SUBCONTRACTOR MANAGEMENT**

The Buyer and the government shall have the right to attend scheduled subcontractor reviews. The Seller shall coordinate reviews with the Buyer's Authorized Procurement Representative or his or her designee at least 15 working days prior to each review.

**G. {Prime Contract H-12} TECHNICAL DATA AND COMPUTER SOFTWARE BASELINE**

- (1) The purpose of this section is to simplify or eliminate the need for the government to challenge any claim that the Seller might make that deliverable technical data may be submitted with limited rights or computer software submitted with restricted rights. This is accomplished by requiring the Seller to submit baseline documentation of the designs of the related items, components, processes, or computer software (ICPS). The baseline documentation submitted under this section shall consist of drawings, specifications, engineering notes, sketches, version description documents (VDDS), source code listings, software test plan, software test procedures, software test report, and humanly readable source code, all of which are in

sufficient detail to serve as technical identification to be used as a basis for determining the degree of changes made to ICPS designs during the course of the contract. For the purpose of this section, the term "Seller" means the Seller and all Seller subcontractors at any tier.

- (2) The Seller shall furnish, not later than 75 calendar days after contract award, the baseline documentation existing at the time of contract award upon which the Seller intends to rely to substantiate claims for limited rights or restricted rights in technical data or software related to the contract.
- (3) For ICPS which the Seller selects for the system after contract award, the Seller shall furnish, not later than 30 calendar days after adoption, baseline technical data existing at the time of adoption upon which the Seller will rely to substantiate claims for limited rights in data or restricted rights in software related to the contract.
- (4) Failure of the Seller to provide baseline documentation under either paragraphs (2) or (3) above shall establish a presumption that the delivered ICPS is developed under the contract.
- (5) This section does not apply to items or components that are commercially available from more than one source or to commercially available software.
- (6) Acknowledgement of the Seller's claim to limited rights or restricted rights does not constitute agreement by the Buyer or the government of the appropriateness of the claim. The rights of the parties with regard to this issue are set forth in the clauses in this contract.
- (7) The provisions of this section shall be included in all subcontracts at all tiers.

#### **H. {Prime Contract H-13} JOINT COMMON MISSILE GOVERNMENT PURPOSE RIGHTS (GPR) IN TECHNICAL DATA AND NONCOMMERCIAL COMPUTER SOFTWARE**

- (1) It is the government's desire to have the opportunity to compete the production of the joint common missile. Therefore, each Seller and all of the Seller's subcontractors are requested to provide a firm fixed price (FFP) for an option for the government to acquire Government Purpose Rights (as defined in subpart (a)(12) of DFARS 252.227-7013 (NOV 95)) in all deliverable technical data that otherwise qualifies for delivery with limited rights. The request for an option to acquire Government Purpose Rights in deliverable technical data does not include rights in technical data pertaining to commercial items.
- (2) The Seller and all of the Seller's subcontractors are requested to provide a FFP for an option for the government to acquire Government Purpose Rights (as defined in subpart (a)(11) of DFARS 252.227-7014 (JUN 95)) in all deliverable noncommercial computer software that otherwise qualifies for delivery with restricted rights.
- (3) Sellers and Seller subcontractors that choose not to offer an option price to the government for acquiring, as a minimum, Government Purpose Rights in all deliverable technical data pertaining to noncommercial items and Government Purpose Rights in noncommercial computer software are required to offer a viable plan that would enable the Buyer or the government to compete the follow-on to the Seller's contract in the United States and in the United Kingdom.

#### **I. {Prime Contract H-16} FLOWDOWN OF REQUIREMENTS**

The seller shall flowdown to subcontractors all appropriate requirements of MIS-PRF-54635.

#### **J. {Prime Contract H-18} REVIEW OF PRESENTATION MATERIAL FOR PROGRAM REVIEWS AND MEETINGS**

All classified information and materials controlled by a U.S. Government agency other than the Common Missile Project Office, which are planned for presentation during meetings where foreign nationals are present, shall be submitted to the Common Missile Project Office for approval. The material shall be submitted 30 days prior to the planned meeting. Draft copies are acceptable.

4. **Special Provisions.** The following special provisions apply to this purchase order. (Other Buyer special provisions may appear elsewhere in this contract.)

**A. SUPPLIER FINANCIAL DATA (PRO – 4372)**

This clause applies only if the contract exceeds \$250,000 and extends for more than one year.

If requested, Seller shall provide financial data, on a quarterly basis, or as requested to the Boeing Corporate Credit Office for credit and financial condition reviews. Said data shall include but not be limited to Balance Sheets, schedules of accounts payable and receivable, major lines of credit, creditors, Statements of Income (profit and loss), Statements of Cash Flow, firm backlog, and headcount. Copies of such data are to be made available within 72 hours of any written request by Boeing's Corporate Credit Office. All such information shall be treated as confidential.

**B. SUBCONTRACT MANAGEMENT.** Seller is responsible for the management of its subcontractors/suppliers/vendors with visibility through the lowest tier of subcontractors. The Seller shall ensure that each lower tier subcontract contains all applicable specifications, special requirements, and clauses needed to comply with the requirements of this contract. Seller shall encourage and, where applicable, shall require its subcontractors to submit risk analyses, alternate technical proposals and proposals for off-the-shelf hardware as a means of achieving practical tradeoffs. Any technical, schedule, and/or cost problems encountered by the Seller or its subcontractors shall be promptly reported to the Buyer.**C. PROCUREMENT INTEGRITY.**

This clause applies only if the contract exceeds \$100,000.

As an express condition of the award of this subcontract, (or subcontract modification) Seller represents and warrants to Buyer that in relation to the award of the prime contract (or prime contract modification) under which this subcontract is issued, Seller has complied, and will continue to comply, in all respects with the Procurement Integrity provisions of the Office of Federal Procurement Policy Act Amendments of 1988 (the Act), 41 U.S.C. 423, and its implementing Federal Acquisition Regulations (see FAR 3.104), as amended. Seller further agrees that it shall comply with the Act and implementing regulations, as amended, in relation to any and all modifications or extensions of the prime contract under which this subcontract is issued. For violations of the Act by the Seller or Seller's subcontractors, as determined by notice from the U.S. Government:

1. Seller shall reimburse the Buyer, by contract price adjustment or otherwise, the amount by which Buyer's price or fee is reduced pursuant to FAR 52.203-10, and
2. Buyer shall have the right to terminate this subcontract for default.  
The rights and remedies of Buyer provided for under this clause are in addition to any other rights and remedies provided by law or under this contract. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of this contract.

**D. TECHNICAL DATA EXPORT CONTROL.** Technical data provided to the Seller by the Buyer or its customer in support of this solicitation/contract is subject to the International Traffic in Arms Regulation (ITAR) and/or the Export Administration Regulation (EAR). Accordingly, the Seller must obtain approval from the U.S. Department of State (ITAR) or U.S. Department of Commerce (EAR) before exporting such technical data, including any disclosure to foreign nationals.**E. RESTRICTION ON SUBCONTRACT GOVERNING LAW**

Seller will not use Maryland or Virginia as the governing law of any subcontract involving the programming, alteration, or delivery of software or firmware without Buyer's Authorized Procurement Agent's prior written consent.

**F. SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on a Government installation, Seller shall (a) conform to the specific safety requirements contained in the Contract, and (b) for those related activities not directly addressed by this Contract, conform to the applicable safety rules prescribed by the Government installation, and (c) take such additional precautions as Buyer or the Contracting Officer under Buyer's Government contract may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer or the Contracting Officer, shall be grounds for termination of this Contract in accordance with the default provisions hereof. Buyer may, by written order, direct additional safety and accident standards as may be required under Buyer's Government contract and any adjustments resulting from such direction will be in accordance with the provisions of this Contract entitled "Changes."

**G. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible, or upon receipt of a notice of proposed debarment or suspension, by any Federal Department or Agency, during the performance of this Contract.

**H. SEVERABILITY TO DELIVERABLE TECHNICAL DATA**

The Seller is not to mix deliverable technical data qualifying for and marked with limited rights legends with form, fit, or function technical data. This is because the Government intends to use form, fit and function technical data as well as other unlimited rights technical data to competitively procure and maintain the common missile system. Paragraph (b) (1) (iv) of the Rights in Technical Data-Noncommercial Items (Nov 95) clause requires that the Government have unlimited rights in form, fit, and function technical data even if it pertains to an item, component, or process developed entirely at private expense.

- I. INTERNATIONAL PROVISIONS.** The Boeing Company International Provisions (SP3), form number DO 6000 6007 dated 13 NOV 2001 is incorporated by reference with full force and effect, as if set out in full text. SP3 may be read or printed from <http://www.boeing.com/companyoffices/doingbiz/6007.pdf>. SP3 only applies if the Seller is a foreign person or a foreign corporation, company, or firm, or if the Seller will be doing part of the performance of the contract outside of the US.