



Section 8 : GENERAL TERMS AND CONDITIONS

866. Additional General Provisions (Contract Labor) (08/13/02).

The following terms and conditions are in addition to the terms and conditions in GP3, The Boeing Company General Provisions (Labor Hour/Time and Material Contract). In some cases, they modify or supplement terms and conditions with the same or similar titles as in GP3.

1. PRECEDENCE

(A) All documents and provisions in this contract shall be read so as to be consistent to the extent practicable. In the event various parts of this contract are inconsistent, the following order of precedence shall apply: (i) prime contract flowdowns, (ii) special provisions, (iii) the general provisions in GP1, (iv) specifications, (v) all other attachments and documents incorporated by reference.

(B) Buyer's specifications will prevail over any subsidiary documents referenced therein. Seller will not use any specification in lieu of those contained in this contract without the written consent of Buyer's Authorized Procurement Representative.

2. REPRESENTATIONS AND CERTIFICATIONS

This article includes representations and certifications that Buyer generally is required to obtain from Seller in order to comply with various provisions of its Government contracts. They have been stated in such a way as to allow Seller's acceptance of this contract to serve as representations and certifications that will present no bar to Buyer's award of this contract. If, upon receipt of a solicitation that precedes a contract that will incorporate these terms and conditions, Seller believes it is not prepared to make these representations and certifications, it will so notify Buyer as part of its response to the solicitation.

By the acceptance of this order, Seller makes the following representations and certifications:

(A) Certification of Nonsegregated Facilities

(i) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(ii) Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(iii) Seller further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

- (a) Obtain identical certifications from proposed subcontractors before the award of contracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (b) Retain the certifications in the files; and
- (c) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

Notice to Proposed Subcontractors of Requirement for Certifications of Nonsegregated Facilities. A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(B) Previous Contracts and Compliance Reports

Seller represents that:

- (i) It has participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114.
- (ii) It has filed all Compliance Reports.
- (iii) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained.

(C) Affirmative Action Compliance (applicable if Seller has 50 or more employees)

Seller represents that:

- (i) If required to do so by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), it has developed and has on file a written Affirmative Action Compliance Program at each of its establishments, or
- (ii) In the event such a program does not presently exist, and this contract is for \$50,000 or more, that it will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this contract.

(D) Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Seller certifies that, to the best of its knowledge and belief, it is not presently debarred, suspended, proposed for debarment, or ineligible from entering into contracts with the Executive Branch of the Federal Government.

(E) Clean Air and Water Certification

(i) Seller certifies that at the time it submitted its proposal none of the facilities to be used in the performance of this contract were listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

(ii) Seller further certifies that subsequent to submittal of its proposal and prior to award of this contract it has not received any communication from the Administrator, or a designee, of the EPA, indicating that any facility that Seller proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities

(iii) Seller will include a certification substantially the same as this certification, including this paragraph (iii), in every nonexempt subcontract.

3. RESERVED

4. CONCURRENT CONTRACTS

Seller will not seek or accept from Buyer or its contractors any concurrent firm-fixed-price contract for the same skills and/or disciplines at the same Buyer location. Questions regarding the boundaries of a "Buyer location" should be directed to Buyer's Authorized Procurement Representative.

5. PATENT RIGHTS, COPYRIGHTS, AND NONDISCLOSURE

(A) Definitions. As used in this contract the term "invention" or "invention or discovery" includes any art, machine, manufacture, design, composition of matter, or any new and useful improvement thereof which is or may be patentable under the Patent Laws of the United States or of any foreign country; and "made," when used in relation to any invention or discovery, shall mean the conception or the first actual or constructive reduction to practice of such invention.

(B) Disclosure. Whenever an invention or discovery is made by Seller or any of its employees either solely or in collaboration with others, including employees of Buyer, under or relating to this contract, Seller will give Buyer prompt written notice thereof and will furnish Buyer with complete information thereon, including, as a minimum, a complete written disclosure of each such invention and information concerning the date and identity of any public use, sale, or publication of such invention made by or known to Seller or of any contemplated publication by Seller or its employees.

(C) Rights in Inventions. Rights in any inventions or discoveries made by Seller or its employees under this contract, including title to and rights under any patent application or patent which may issue thereon, will reside solely with Buyer, together with the exclusive power to determine whether or not and where a patent application will be filed and disposition of any rights thereunder. Seller agrees that it will, and warrants that its employees who may be the inventors of any such invention will, execute all documents and do all things necessary or proper to vest in Buyer the rights granted to it under this clause and to enable Buyer to apply for and prosecute any patent application, in any country, covering such invention, where Buyer has the right under this clause to file such application.

(D) Background Patents. Seller agrees to grant to Buyer a nonexclusive, royalty-free license under any patents owned or controlled by Seller which relate to and are required by Buyer to practice any of the work or the results of the work of Seller or its employees under this contract.

(E) Nondisclosure. Seller agrees it will not, and warrants that its employees will not, disclose to any third party, without the written consent of Buyer, any invention or discovery made under or relating to this contract or any information acquired from Buyer under this contract, including trade secrets, business plans, and confidential or other information which may be proprietary to Buyer.

(F) Employee Agreements. Seller will obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data.

(G) Copyrights. Seller agrees to assign to Buyer the copyrights on any works of authorship prepared under this contract and to cause its employees to do the same to the extent that the works of such employees are not considered to be works made for hire for Buyer or Seller under copyright law.

NOTE: ARTICLES 6 THROUGH 8 APPLY ONLY IF THIS CONTRACT REQUIRES SELLER TO WORK ON FACILITIES OWNED OR CONTROLLED BY BUYER OR BUYER'S CUSTOMERS.

6. SECURITY

All employees, agents, and representatives of Seller or its subcontractors who are expected to enter premises owned or controlled by Buyer or the Government may, at Buyer's discretion, be required to provide Buyer's Security personnel birth certificates and/or other evidence of citizenship satisfactory to Buyer before being allowed within any restricted area. All such employees, agents, and representatives are bound by the provisions of the United States Criminal Code relating to espionage and sabotage and will conform to the standards and requirements established by the Government and Buyer's Security. The name, social security number, and birth certificate and/or other satisfactory evidence of citizenship of each such employee, agent, or representative will be submitted by Seller, if requested by Buyer, prior to the time for reporting to work. Selected positions and assignments of Seller's employees may require a security clearance.

7. SAFEGUARDS

If this contract requires work to be performed on property owned or controlled by Buyer or the Government, Seller will provide suitable and adequate protection of the work, property adjacent to the work, and persons in the immediate vicinity of the work.

8. BADGING REQUIREMENTS FOR FOREIGN PERSONS

(A) An employee of Seller who is not a U.S. citizen and does not have a permanent-resident-alien "green" card on his or her person may not be admitted to Buyer's or Buyer's customer's facilities for purposes of performing work without special arrangements.

(B) If foreign persons are to be used for work at Buyer's or Buyer's customer's facilities, advance notice must be provided to Buyer's Authorized Procurement Representative at least three weeks prior to the scheduled need for access to Buyer's or Buyer's customer's facilities.

(C) The following specific information must be provided for each such foreign national:

(i) Complete name and address of employee

(ii) Company name and address

(iii) Contract number

(iv) Detailed description of employee's duties

(v) Nationality

(vi) Date and place of birth (country of origin)

(vii) Passport number and expiration date

(viii) Employment authorization and/or work permit number issued by the Immigration and Naturalization Service

(ix) Access requirements (i.e., facility locations, building numbers, controlled access areas, automated information systems, etc.)

(x) Duration of need for access to Buyer's or Buyer's customer's facilities.

(D) Buyer's Authorized Procurement Representative will make arrangements for appropriate badging for Seller's foreign national employees, or will notify Seller if unescorted access is denied or delayed.

(E) Seller agrees that it will not employ for the performance of work at Buyers' or Buyer's customer's facilities any individuals who are not legally authorized to work in the United States.

(F) Nothing in this clause shall be construed as requiring or encouraging violation of the labor laws of the United States, including without limitation, those pertaining to equal employment opportunity.

9. FINANCIAL DATA

(This article applies only if this contract exceeds \$250,000 and has a period of performance of 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.