

CUSTOMER CONTRACT REQUIREMENTS
Raytheon Order (Missile Defense Agency) Subcontract
CUSTOMER CONTRACT 4201851840

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.

52.203-7 Anti-Kickback Procedures (MAY 2014). 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, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

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 (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014). This clause applies only if this contract exceeds simplified acquisition threshold.

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-21 Basic Safeguarding of Covered Information Systems (JUN 2016).

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). 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. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Certified Cost or Pricing Data (2018-00015) Deviation (MAY 2018). 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)."

52.215-23 Limitations on Pass-Through Charges. (OCT 2009). This clause applies to all cost-reimbursement subcontracts that 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 contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.

52.215-23 Limitations on Pass-Through Charges. Alternate I (OCT 2009). This clause applies to all cost-reimbursement subcontracts that 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 contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (OCT 2018).

52.219-9 Small-Business Subcontracting Plan (AUG 2018). This clause applies only if this contract exceeds \$700,000 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 Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10) (v), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its own unique entity identifier, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10)(vi), the following information is provided: (1) the prime contract number is _____, (2) Buyer's unique entity identifier is _____, and the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISRs is (contact Buyer's Authorized Procurement Representative.)

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

52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016). In (d), "Contracting Officer" means Buyer.

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (FEB 2016). This clause applies if this contract is \$150,000 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor.

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

52.222-50 Combating Trafficking in Persons (JAN 2019). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting

Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-54 Employment Eligibility Verification (OCT 2015). 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 \$3,500; and (3) includes work performed in the United States.

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."

52.225-1 Buy American - Supplies (MAY 2014). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

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 shall be sent to Buyer.

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

52.244-6 Subcontracts for Commercial Items (JAN 2019). Clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

52.245-1 Government Property (JAN 2017). 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.

52.245-1 Government Property Alternate I (APR 2012). This clause applies only if Government property is acquired or furnished for contract performance. The Government-Owned Property article in GP4 is hereby deleted.

52.245-1 Government Property (Apr 2012) Alternate II (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.

52.253-1 Computer Generated Forms (JAN 1991).

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.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).**252.204-7008 Requirements for Contracts Involving Export-Controlled Items.** (APR 2010).

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraph (b)(2), the applicable security standard that applies to this Contract is NIST SP 800-171, Revision 1. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171, Revision 1. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives.

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, Revision 1 to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016).

252.211-7003 Item Unique Identification and Valuation (MAR 2016). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause. Any exceptions under paragraph (c) (1) (i) or specific items requiring a unique item identifier in accordance with paragraph (c) (1) (ii)-(v), if any, shall be identified in an exhibit in this contract.

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

252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award (OCT 2015). "Contracting Officer" means "Buyer." Paragraph (c)(5) is deleted. In (d)(2) "from the Contracting Officer or" is deleted.

252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013). This clause applies if the contract exceeds \$150,000.

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 (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,

252.225-7048 Export-Controlled Items (JUN 2013).

252.227-7013 Rights In Technical Data -- Noncommercial Items (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (FEB 2014). This clause applies when noncommercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

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

252.227-7019 Validation of Asserted Restrictions - Computer Software (SEP 2016).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016).

252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013).

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

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

252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017). This clause applies if this contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer".

252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies only if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

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."

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).

252.225-7004 Report of Intended Performance Outside the United States and Canada—Submission after Award (DEVIATION) (OCT 2015).

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Reporting requirement.* The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that—

- (1) Exceeds \$700,000 in value; and
- (2) Could be performed inside the United States or Canada.

(c) *Submission of reports.* The Contractor—

- (1) Shall submit a report as soon as practical after the information is known;
- (2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;
- (3) Need not resubmit information submitted with its offer, unless the information changes; and
- (4) Shall submit all reports to the Contracting Officer.

(d) *Report format.* The Contractor—

(1) Shall submit reports using—

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

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 (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 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.

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-21 Basic Safeguarding of Covered Information Systems (JUN 2016).

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.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). 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. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (OCT 2018).

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (FEB 2016). This clause applies if the Contract is \$150,000 or more.

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

52.222-50 Combating Trafficking in Persons (JAN 2019). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized

Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “Cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).

52.222-50 Combating Trafficking in Persons Alternate I (MAR 2015). The term “Contractor” shall mean “Seller”, except the term “prime contractor” shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer and the Buyer’s Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer’s Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): “If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller’s violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller’s violation caused the Government’s decision to impose a remedy on Buyer.” The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).

52.222-54 Employment Eligibility Verification (OCT 2015). 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 \$3,500; and (3) includes work performed in the United States.

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. “Contracting Officer” shall mean “Buyer” except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller’s violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.224-3 Privacy Training Alternate I (JAN 2017). The term “Contracting Officer” shall mean “Contracting Officer or Buyer”.

52.224-3 Privacy Training (JAN 2017). The term “Contracting Officer” shall mean “Contracting Officer or Buyer”.

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean “Contracting Officer or Buyer” and in paragraph (d) (3), Contracting Officer shall mean Buyer.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). This clause applies to contracts with small business concerns. The term “Contractor” retains its original meaning.

52.244-6 Subcontracts for Commercial Items (JAN 2019). Clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

52.245-1 Government Property (JAN 2017). 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.

52.245-1 Government Property Alternate I (APR 2012). This clause applies only if Government property is acquired or furnished for contract performance. The Government-Owned Property article in GP4 is hereby deleted.

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.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraph (b)(2), the applicable security standard that applies to this Contract is NIST SP 800-171, Revision 1. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171, Revision 1. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives.

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, Revision 1 to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016).

252.211-7003 Item Unique Identification and Valuation (MAR 2016). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause. Items subject to the requirements of DFARS 252.211-7003, if any, shall be identified in an exhibit in this contract.

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

252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award (OCT 2015). "Contracting Officer" means "Buyer." Paragraph (c)(5) is deleted. In (d)(2) "from the Contracting Officer or" is deleted.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraph (d) and (e)(1) of this clause is excluded. Paragraph (e) of this clause is included wherein "Government" means Buyer.

252.225-7048 Export-Controlled Items (JUN 2013).

252.227-7013 Rights In Technical Data -- Noncommercial Items (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016).

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies only if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

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."

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).

4. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order**4201851840 Prime Contract Flowdowns .****ORGANIZATIONAL CONFLICT OF INTEREST (Jun 2012)**

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

- (1) the Seller's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;
- (2) the Seller does not obtain unfair competitive advantage by virtue of its access to non- public information regarding the Government's program plans and actual or anticipated resources; and
- (3) the Seller does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

- (1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Seller and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Seller") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.
- (2) The Missile Defense Agency's OCI policy is in place. It is Attachment 12 of the prime contract..

c. Access to and Use of Nonpublic Information: If the Seller, in performance of this contract, obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Seller agrees that without prior written approval of the Buyer or Contracting Officer, it shall not:

- (1) use such information for any private purpose;
- (2) release such information.

d. Access to and Protection of Proprietary Information: The Seller agrees to exercise diligent effort to protect proprietary information from misuse or unauthorized disclosure in accordance with the provisions of FAR 9.505-4. The Contractor may be required to enter into a written non-disclosure agreement with the third party asserting proprietary restrictions.

e. Subcontracts: The Seller shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Representations and Disclosures:

(1) The Seller represents that it has disclosed to the Buyer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and approval, the Seller shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD- related contract or subcontract (form shall be requested from the Procuring Contracting Officer).

(2) The Seller represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Buyer. This disclosure shall include a description of the action the Seller has taken or proposes to take in order to avoid or mitigate such conflicts.

g. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Buyer: terminate this contract for default; disqualify the Seller from subsequent related contractual efforts if necessary to neutralize a resulting organizational conflict of interest; and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Seller discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Buyer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Seller may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof. A copy shall be submitted to the Buyer at the same time or in advance.

ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

a. It is anticipated that, during the performance of this contract, the Seller may be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Buyer and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Seller agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Seller will not be required to provide proprietary information to non- Government entities or personnel in the absence of a non-disclosure agreement between the Seller and such entities.

d. The Seller further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Buyer. This agreement does not relieve the Seller of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Buyer and such subcontractors.

- e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Seller in any manner.
- f. This clause shall not prejudice the Seller or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

- a. The Seller and its subcontractors shall provide a completed Attachment in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Contractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The Seller agrees not to withhold delivery of the technical data or software based on its claims. The Buyer ,and or Government, shall investigate the validity of the Seller claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items; DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions-- Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.
- b. The Seller shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Seller agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (May 2013)

- a. The following terms applicable to this clause are defined as follows:
 - 1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.
 - 2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.
 - 3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).
 - 4. Technical Data. As defined in DFARS 252.227-7013.
- b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the Buyer and applicable Sellers under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to

know” in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to “need to know” for purposes of this paragraph, the Contracting Officer or the Contracting Officer’s Representative will provide direction. Authorization to distribute

technical data by the Contracting Officer or the Contracting Officer’s Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The Seller shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government and Buyer assume no responsibility for the distribution of such technical data nor will the Government or Buyer have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice: When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

1. DISTRIBUTION - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S. C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoDD 5230.25. Distribution authorized to the DoD and United States (US) DoD Contractors only (critical technology) (30 June 2008). Other requests shall be referred to MDA/AB.

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

3. DESTRUCTION NOTICE - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.

d. The Seller shall insert the substance of this clause, including this paragraph, in all subcontracts.

CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT’S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

a. The Seller and its subcontractors shall provide a completed Attachment in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Seller or subcontractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the Seller and subcontractors claim to qualify for delivery with less than Unlimited Rights. The Seller agrees not to withhold delivery of the technical data or software based on its claims. The Buyer, and or Government, shall investigate the validity of the Seller’s claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items; DFARS 252.227- 7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions--Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.

b. The Seller shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Seller agrees that the Government has Unlimited Rights as defined by DFARS

252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

IMPACT OF GOVERNMENT TEAM PARTICIPATION/ACCESS (JUN 2012)

The Government/Buyer/Seller organizational/interface approach (e.g., Integrated Product Teams, Team Execution Reviews, Technical Interchange Meetings, and/or Working Groups), may require frequent, close interaction and/or surveillance between the Government and Buyer/Seller/subcontractor team members during contract performance. For this purpose the Seller, recognizing its privity of contract with the Buyer, authorizes the Buyer and Government to communicate directly with, and where appropriate visit as well as monitor, the Seller's subcontractors. This access/interface is necessary to support the Government's quality and program management approach which emphasizes systematic surveillance and evaluation techniques used to assess Seller/subcontractor performance. Buyer/Government team members may offer advice, information, support, and facilitate rapid Government feedback on team-related products, provide clarification, and review Seller/subcontractor progress; however, the responsibility and accountability for successfully accomplishing the requirements of this contract remain solely with the Seller. Neither the Seller nor the subcontractor shall construe such advice, surveillance, reviews and clarifications by Buyer/Government team members as Government-directed changes to the terms of this contract. The PCO is the only individual authorized to direct or approve any change to the terms of the prime contract. The Buyer is the only individual authorized to direct or approve any change to the terms of the contract between the Buyer and Seller.

Have Operations Security (OPSEC) Requirements.

The Seller is required to apply operations security (OPSEC) to enhance protection of classified and unclassified critical information pursuant to MDA OPSEC Program Instruction 5205.02; DoD OPSEC Program Directive 5205.02; DoD OPSEC Program Manual 5205.02-M; National Security Decision Directive Number 298; and supplementary instructions. Service OPSEC guidance may also apply if the contracted activity is performed in a Service-level operational environment. If a conflict is identified between Service and higher-level guidance, contact the A&MDS Industrial Security office for clarification

Restrict access to subcontractor's Unclassified Information System.

a) The Seller shall safeguard and protect Covered Defense Information (CDI) provided by or generated for the Government (other than public information) that transits or resides on any non- Government information technology system IAW the procedures in DoDI 8582.01, "Security of Unclassified DoD Information on Non-DoD Information Systems," June 6, 2012, Enclosure 3.

Information shall be protected from unauthorized access, disclosure, incident or compromise by extending the safeguarding requirements and procedures in DFARS clause 252.204-7012, Safeguarding of Covered Defense Information and Cyber Incident Reporting. The NIST 800-171 security controls specified in 252.204-7012 was extended to include Controlled Unclassified Information (CUI) and Controlled

Technical Data information which resides on, or transits through the Seller's subcontractor's (all tiers of subcontracting) unclassified information technology systems.

b) The Seller and subcontractor shall ensure that all persons accessing CDI, which includes FOUO, meet the qualifications for an Automated Data Processing/Information Technology (ADP/IT)-III Position requirement).

c) The "CONTROLLED DEFENSE INFORMATION SUPPLEMENT" provides additional guidance for the handling, marking, transmission, reproduction, safeguarding, and disposition of FOUO/CUI.

d) MDA reserves the right to conduct compliance inspections of subcontractor unclassified information systems and other repositories for the protection of CDI.

Markings.

Seller shall ensure all material generated under this contract is marked IAW DoD 5220.22-M, National Industrial Security Program Operating Manual, dated 28 February 2006, Incorporating Change 1, dated 28 March 2013. DoDM 5200.01 Vol. 2 DoD Information Security Program, DoD Instruction 5230.24, "Distribution Statements on Technical Documents," and

DoD Directive 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure.

Supply Chain Risk Management.

- a. The Seller shall maintain controls in the provision of supplies and services to the Government to minimize supply chain risk (1.i).
- b. The Seller shall include the substance of this clause, including this paragraph (12.b.v), in all subcontracts involving the development or delivery of any information technology, whether acquired as a service or as a supply.
- i. All US domestic suppliers, where applicable, shall demonstrate visibility into the supply chain for LBD by providing an accurate indented Bill of Material with relevant information pertaining to source of supply.
- ii. The supply chain shall be required to procure logic bearing devices from the vendors approved by the Defense Microelectronic Activity, during Commercial off-the-Shelf (COTS) refresh/replacement of obsolete parts, or other parts issues as identified by Government SCRM advisories, (Note: If an exception is requested it shall be in writing to the Buyer, Government COTR and MDA/DEI. This request shall be made via the Buyer with a justification as to why the component could not be procured from a certified vendor).
- iii. The Seller shall support and participate in unannounced Government audits into their supply chain activities.
- iv. The Seller shall report discrepancies to the Program Directorate Configuration Review Board via contracts letter to Buyer.
- v. The Seller shall flow down SCRM requirements to all subcontractors including the value stream, which supply components or have a subsystem design that contains LBD.

Public Disclosure.

1. Proposed public disclosure of unclassified information relating to work under this contract shall be coordinated through the Buyer, and the Prime Contractor's Raytheon Subcontract Manager to the MDA COR/TM/CLIN COTR for submission to MDA Public Affairs for public release processing. ONLY information that has been favorably reviewed and authorized by MDA/Public Affairs in writing may be disclosed. Information developed after initial approval for public release must be submitted for re-review and processing.
2. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the Buyer and MDA COR/TM/CLIN COTR and from MDA/Public Affairs by submitting requests through the Buyer to the Prime Contractor's Subcontract Manager.
3. Critical technology subject to the provisions of DoD Instruction 5230.24, "Distribution Statements on Technical Documents," and DoD Directive 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," shall be reviewed in accordance with established directives.
4. A request from a foreign government, or representative thereof, including foreign contractors, for classified and/or unclassified information in reference to this contract shall be forwarded to the Buyer and then to the Prime Contractor's Subcontract Manager for review and appropriate action.

CONTROLLED DEFENSE INFORMATION SUPPLEMENT

All Sellers and seller subcontractors shall flow all of these requirements through all levels of their supply chain where applicable.

1) Definitions.

- a) Automated Information System (AIS). An assembly of computer hardware, software, and firmware configured to automate functions of calculating, computing, sequencing, storing, retrieving, displaying, communicating, or otherwise manipulating data, information, or textual material.

b) Covered defense information (CDI). Unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and is—

i) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

iii) Controlled Unclassified Information (CUI). Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. Per DoD Manual 5200.01, Volume 4 it includes the following types of information: "For Official Use Only" (FOUO) and information contained in technical documents (i.e., Controlled Technical Data) as discussed in DoD 5230.24, 5230.25, International Traffic in Arms Regulation (ITAR), and the Export Administration Regulations (EAR).

(1) For Official Use Only (FOUO). FOUO is a dissemination control applied by the DoD to unclassified information that may be withheld from public disclosure under one or more of the nine exemptions of the Freedom of Information Act (FOIA) (See DOD 5400.7-R). FOUO is not a form of classification to protect U.S. national security interests.

iv) Controlled technical information (CTI). Technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for

distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

(1) Technical Information. Technical data or computer software, as those terms are defined in Defense Federal Acquisition Regulation Supplement clause 252.227-7013, "Rights in Technical Data - Noncommercial Items" (48 CFR 252.227-7013). Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

c) Contractor. In the context of this document means both Prime and Subcontractors throughout the supply chain.

d) Seller. In the context of this document means both Seller and seller subcontractors throughout the supply chain.

e) Dual Citizenship. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.

f) National of the United States. Title 8, U.S.C. Section 1101(a)(22), defines a National of the U.S. as:

i) A citizen of the United States, or,

ii) A person who, but not a citizen of the U.S., owes permanent allegiance to the U.S.

(1) NOTE: 8 U.S.C. Section 1401, paragraphs (a) through (g), lists categories of persons born in and outside the U.S. or its possessions that may qualify as Nationals and Citizens of the U.S. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the U.S.

g) Personal Information. Information about an individual that is intimate or private to the individual, as distinguished from information related to the individual's official functions or public life.

h) U.S. Person. Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.

i) Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.

j) Supply chain risk: The risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a national security system (as that term is defined at 44 U.S.C. 3542(b)) so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system. (DFAR 252.239-7017)

k) Supply Chain Risk Management: The management of supply chain risk whether presented by the supplier, the supplied product and its subcomponents, or the supply chain (e.g., packaging, handling, storage, and transport) (DTM-09-016). The management of risk to the integrity, trustworthiness, and, authenticity of products and services within the supply chain. It addresses the activities of foreign intelligence entities and any other adversarial attempts aimed at compromising the supply chain, which

may include the introduction of counterfeit or malicious items into the supply chain. (ICD 731)

l) Logic Bearing Devices (LBD): Microelectronic devices that have the capability to store and process executable code, hash values, or encryption/decryption algorithms.

2. Required Security Requirements Flow Down.

a. In accordance with the prime contract Security Classification Specification (DD Form 254) Reference Item 10.j (For Official Use Only Information), 11.1 (Restrict Access to Contractor's Unclassified Automated Information (AIS) and 12 (Public Release), specific requirements for protecting unclassified program information are required to be imposed on all subcontracts. Operational Security (11.j) may be imposed based on subcontractor. The remainder to this supplement discusses these requirements in detail.

3. General.

a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of nine exemption categories. FOUO/CUI and other information may fall in this category. Mark such information as "For Official Use Only."

b. FOUO/CUI in the hands of subcontractors may not be released to the public by the contractor unless documented written approval has been provided by MDA Public Affairs with concurrence by the COR/TM/CLIN COTR via submission of the request to Buyer and then Raytheon.

4. Access.

a. Access to FOUO/CUI must be limited to U.S. Persons that have a current U.S. security clearance (minimum interim SECRET clearance); or have been the subject of a favorably completed National Agency Check with Inquiries (NACI) or a more stringent personnel security investigation. Access approval by MDA/Special Security is pending completion of a favorable NACI or Contractor equivalent. The Seller shall submit requests for access for persons maintaining dual citizenship for MDA approval via Buyer to Raytheon. The Seller shall only provide access to FOUO/CUI data once MDA approval is provided via Buyer from Raytheon.

i. Contractor Equivalent: Contractor equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks shall include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. Contractors shall submit a request for approval on company letter head to MDA/Special Security via the Prime Contractor. (Please forward prior MDA/Special Security approvals to the Prime Contractor.)

ii. Seller personnel with dual citizenship that have an active U.S. security clearance (interim Secret or higher) can have access to FOUO/CUI material.

iii. Seller personnel with dual citizenship that do not have an active U.S. security clearance (interim Secret or higher), the following actions will be completed prior to authorizing access to FOUO/CUI material:

1. The dual citizen shall surrender the foreign passport to the security office

2. The Seller Company shall provide a signed letter to the dual citizen informing them that if they request their passport be returned to them, or they obtain a new foreign passport, they will be immediately removed from the MDA program. The dual citizen shall acknowledge by signing and dating the letter.

3. The MDA Program Manager and MDA/Special Security shall be notified via the Buyer being notified by seller and the former will provide written approval.

4. Non-Sensitive Positions (ADP/IT-III positions). Non-sensitive positions associated with FOUO/CUI are found at Seller facilities processing such information on their (Seller's) unclassified computer systems. Personnel nominated to occupy ADP/IT-III designated positions (applies to any individual that may have access to FOUO/CUI on the Seller's computer system) must have at least a National Agency Check with Inquiries (NACI) or Contractor equivalent (company hiring practices reviewed and approved by MDA/Special Security). When "Contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the Seller shall contact the Buyer and MDA/Special Security at mdasso@mda.mil, and provide the requested information. MDA/Special Security will assist the Seller complete the SF85, Position of Trust Questionnaire, and fingerprints.

5. Identification Markings. In accordance with DoD 5200.01 Volume 4; within the Department of Defense CUI shall be marked as FOR OFFICIAL USE ONLY or with a DISTRIBUTION STATEMENT, to include the appropriate WARNING for ITAR or the EAR.

a. An unclassified document that qualifies for FOUO marking, when marked, shall be marked "For Official Use Only" at the top and bottom of the page on the outside of the front cover (if any), on the first page, on each page containing FOUO information, on the back page and on the outside of the back cover (if any), centered at the bottom of the page. For convenience, all pages, even those that do not contain FOUO information, may be marked "For Official Use Only" in documents generated by an automated system.

b. Individual pages within a classified document that contain both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual pages containing FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page (unless all pages are being marked with the highest overall security classification level).

c. Subjects, titles, and each section, part, paragraph, or similar portion of an FOUO document shall be marked to show that they contain information requiring protection. Use the parenthetical notation "(FOUO)" (or optionally "(U//FOUO)") to identify information as FOUO for this purpose. Place this notation immediately before the text.

d. All declassified MDA information is "unclassified official government information" and requires official MDA Security and Policy Review prior to official public release.

e. E-mails and other electronic files shall be marked in the same fashion as described for documents above, to the maximum extent possible.

6. Handling. Storage of FOUO/CUI outside of Contractor facilities (i.e. residence, telework facility, hotel, etc.) shall be in a locked room, drawer, filing cabinet, briefcase, or other storage device. Continuous storage of FOUO/CUI outside of a Contractor facility shall not exceed 30 days unless government approval is granted.

7. Transmission/Dissemination/Reproduction.

a. Subject to compliance with official distribution statements, FOUO markings (e.g., Export Control, Proprietary Data) and/or Non-Disclosure Agreements which may apply to individual items in question; authorized Contractors, consultants and grantees may transmit/disseminate FOUO/CUI information to each other, other DoD Contractors and DoD officials who have a legitimate need to know in connection

with any DoD authorized contract, solicitation, program or activity. The Buyer and government Procuring Contracting Officer (PCO) will confirm with the Contracting Officer's Representative or Task Order Monitor "legitimate need to know" when required. The MDA/Chief Information Officer has determined that encryption of external data transmissions of FOUO/CUI are now practical. The MDA/Chief Information Officer has stated that Public Key Infrastructure (PKI) and Public Key (PK) enabling technologies are available and cost effective. The following general guidelines apply:

b. In accordance with DoD Manual 5200.01, Volume 4, "Controlled Unclassified Information (CUI)," Enclosure 3, external electronic data transmissions of CUI/FOUO shall be only over secure communications means approved for transmission of such information. Encryption of e-mail to satisfy this requirement shall be in accordance with MDA Directive 8190.01, Electronic Collaboration with Commercial, Educational, and Industrial Partners, May 12, 2009, being accomplished by use of DoD approved Public Key Infrastructure Certification or by the company's participation in the "Federal Bridge."

c. Failure of the Seller to encrypt FOUO/CUI introduces significant risks to the BMDS mission. It is essential for the Seller to understand that mitigation options that are available. The Seller must understand that failure to encrypt FOUO/CUI carries with it certain risks to the mission. These risks can be mitigated with the thoughtful application of processes, procedures, and technology. Some of the available mitigation tools include:

- i. Approved DOD PKI/CAC hardware token certificates or DOD trusted software certificates for encrypting data in transport
- ii. Industry best practice of Virtual Private Network (VPN) Internet Protocol Security (IPSEC) for intra- organization transport
- iii. Industry best practice of Secure Sockets Layer Portal Web Services for document sharing and storage
- iv. Approved DOD standard solutions for encrypting data at rest
- v. Approved DOD E-Collaboration services via MDA Portal or Defense Information Systems Agency (DISA) Network Centric Enterprise Services (NCES)
- vi. Any FIPS 140-2 validated encryption [e.g., IPSEC, Secure Socket Layer/Transport Layer Security (SSL/TLS), Secure/Multipurpose Internet Mail Extensions (S/MIME)]
- vii. Procure and employ Secure Telephone Equipment (STE)
- viii. Procure and employ secure facsimile (FAX) capability
- ix. Utilize secure VTC capabilities
- x. Hand-carry FOUO/CUI
- xi. Utilize mailing through U.S. Postal Service
- xii. Utilize overnight express mail services.

d. FOUO/CUI shall be processed and stored internally on Automated Information Systems (AIS) or networks 1) when distribution is to an authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute FOUO/CUI. Discretionary access control measures may be used to preclude access to FOUO/CUI files by users who are authorized system users, but who are not authorized access to FOUO/CUI. External transmission of FOUO/CUI shall be secured using NIST- validated encryption. FOUO/CUI cannot be placed on any publically-accessible medium.

e. Reproduction of FOUO/CUI may be accomplished on unclassified copiers within designated government or Seller reproduction areas.

8. Public Release. All requests for public release, shall be sent through the Buyer then to the prime contractor. Sellers must receive written official public release approval for MDA/Ballistic Missile Defense System (BMDS) information from MDA Public Affairs. A lack of response from the MDA program office does not constitute as public release authorization. Seller's shall not release information to the public prior to receiving authorization from the MDA program office (this requirement includes any information system that provides public access)

9. Storage. During working hours, reasonable steps shall be taken to minimize the risk of access by unauthorized personnel (e.g., not reading, discussing, or leaving FOUO/CUI information unattended where unauthorized personnel are present). After working hours, FOUO/CUI information may be stored in unlocked containers, desks, or cabinets if contract building security is provided. If such building security is not provided or is deemed inadequate, the information shall be stored in locked desks, file cabinets, bookcases, locked rooms, etc.

10. Disposition.

a. When no longer required, FOUO/CUI shall be returned to the MDA office that provided the information, via the STANDARD Missile 3 Program Office or destroyed by any of the means approved for the destruction of classified information or by any other means that would make it difficult to recognize or reconstruct the information.

b. Removal of the FOUO/CUI status can only be accomplished by the government originator. The MDA COR shall review and/or coordinate with proper authority the removal of FOUO/CUI status for information in support of contract activity.