

**CUSTOMER CONTRACT REQUIREMENTS**  
**ICBM Security Modernization Program (ISMP)**  
**CUSTOMER CONTRACT 7000061106**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

**1. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

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

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

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity** (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (APR 1991). This clause applies only if this contract exceeds \$100,000.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (JUN 1997). 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). 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). Any notice will be given to Buyer rather than the Contracting Officer.

**52.211-15 Defense Priority and Allocation Requirements** (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

**52.215-2 Audit and Records - Negotiation** (MAR 2009). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

**52.215-10 Price Reduction for Defective Cost or Pricing Data** (OCT 1997). 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 Cost or Pricing Data** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-14 Integrity of Unit Prices** (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

**52.215-15 Pension Adjustments and Asset Reversions** (DEC 1998). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)** (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

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

**52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

**52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns** (JUN 1997).

**52.219-9 Small Business Subcontracting Plan** (JAN 2002). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance.

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

**52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation** (SEP 2000). 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 its subcontractors under this clause.

**52.222-20 Walsh-Healey Public Contracts Act** (DEC 1996). This clause applies only if this contract exceeds \$10,000.

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

**52.222-26 Equal Opportunity (subparagraphs (b)(1) through (b)(11))** (APR 1984).

**52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans** (APR 1984). This clause applies only if this contract is for \$10,000 or more.

**52.222-36 Affirmative Action for Handicapped Workers** (APR 1984). This clause applies only if this contract exceeds \$2,500.

**52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era** (JAN 1988). This clause applies only if this contract is for \$10,000 or more.

**52.222-41 Service Contract Act of 1965, As Amended** (MAY 1989). This clause only applies to contracts which are subject to this act.

**52.223-3 Hazardous Material Identification and Material Safety Data** (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

**52.223-13 Certification of Toxic Chemical Release Reporting** (OCT 1996). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

**52.223-14 Toxic Chemical Release Reporting** (OCT 1996). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

**52.225-8 Duty-Free Entry** (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

**52.225-13 Restrictions on Certain Foreign Purchases** (FEB 2000).

**52.227-1 Authorization and Consent** (JUL 1995).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (AUG 1996). 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 \$100,000.

**52.227-10 Filing of Patent Applications - Classified Subject Matter** (APR 1984). This clause applies only if this contract will involve access to classified information.

**52.227-12 Reserved** This clause was removed by the final rule published at 72 FR 63045 on November 7, 2007, because DoD was the only agency using this clause. DoD has issue thier own clause, DFARS 252.227-7038 to replace this FAR clause. (JAN 1997). 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.

**52.227-19 Commercial Computer Software - Restricted Rights** (JUN 1987).

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

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

**52.230-6 Administration of Cost Accounting Standards** (NOV 1999). Add "Buyer and the" before "Contracting Officer" in paragraph (f). This provision applies if clause H001, H002, or H004 is included in this contract.

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

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

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

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

**52.244-6 Subcontracts for Commercial Items and Commercial Components** (OCT 1995).

**52.245-18 Removed and Reserved** (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

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

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

**52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit** (JUN 1997).

**52.248-1 Value Engineering** (MAR 1989). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

**2. DoD FAR Supplement Clauses** DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

**252.203-7001 Special Prohibition on Employment (excluding paragraph (g))** (JUN 1997). This clause applies only if this contract exceeds \$100,000 and is not for the purchase of commercial items or commercial components.

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

**252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty** (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.

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

**252.215-7000 Pricing Adjustments** (DEC 1991). This clause applies only if this contract exceeds \$650,000.

**252.223-7001 Hazard Warning Labels** (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.

**252.223-7002 Safety Precautions for Ammunition and Explosives** (MAY 1994). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

**252.223-7003 Change in Place of Performance-Ammunition and Explosives** (DEC 1991). This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.

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

**252.225-7009 Duty-Free Entry - Qualifying Country Supplies (End Products and Components)** (JAN 1997). Additional information referenced in this clause will be furnished upon request.

**252.225-7010 Duty-Free Entry - Additional Provisions** (JAN 1997). This clause applies if FAR 52.225-10 applies. Additional information referenced in this clause is available upon request.

**252.225-7012 Preference for Certain Domestic Commodities** (SEP 1997).

**252.225-7014 Preference for Domestic Specialty Metals (Feb 1997), Alternate I** (FEB 1997).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (JUN 1997).

**252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber** (APR 2003).

**252.225-7024 Restriction on Night Vision Intensifier Tubes and Devices** (DEC 1991).

**252.225-7025 Restriction on Acquisition of Forgings** (APR 2003). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

**252.225-7026 Reporting of Contract Performance Outside the United States** (NOV 1995). This clause applies only if this contract exceeds \$100,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (JUN 1995). 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). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

**252.227-7015 Technical Data -- Commercial Items** (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

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

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

**252.227-7027 Deferred Ordering of Technical Data or Computer Software** (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

**252.227-7030 Technical Data - Withholding of Payment** (OCT 1988). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

**252.227-7036 Certification of Technical Data Conformity** (MAY 1987). This clause applies only if the delivery of technical data is required under this contract.

**252.227-7037 Validation of Restrictive Markings on Technical Data** (NOV 1995). This clause applies only if the delivery of technical data is required under this contract and the contract is not for commercial items or commercial components.

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

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

**252.235-7002 Animal Welfare** (DEC 1991). This clause only applies if this contract involves research of live vertebrate animals.

**252.235-7003 Frequency Authorization** (DEC 1991). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

**252.239-7000 Protection Against Compromising Emanations** (DEC 1991). This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract

**252.245-7001 Reports of Government Property** (MAY 1994). 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). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

**252.247-7024 Notification of Transportation of Supplies by Sea** (NOV 1995). Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

**252.249-7002 Notification Of Anticipated Contract Termination Or Reduction** (DEC 1996). This clause applies only if this contract is \$500,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

**3. Commercial Items** If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

**52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns** (JUN 1997). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

**52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans** (APR 1984). This clause applies only if this contract is for \$10,000 or more.

**52.222-36 Affirmative Action for Handicapped Workers** (APR 1984). This clause applies only if this contract exceeds \$2,500.

**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.

**252.225-7014 Preference for Domestic Specialty Metals (Feb 1997), Alternate I** (FEB 2007).

**252.247-7023 Transportation of Supplies by Sea** (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

**252.247-7024 Notification of Transportation of Supplies by Sea** (NOV 1995). Contracting Officer and, in the first

sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

#### 4. Cost Accounting Standards

**52.230-2 Cost Accounting Standards** (APR 1998). (1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998.

**52.230-3 Disclosure and Consistency of Cost Accounting Practices** (APR 1998). (2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998.

**52.230-5 Cost Accounting Standards - Educational Institution** (APR 1998). (3) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, incorporated by clause H004 is the version dated April 1998.

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

**ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)** . (1) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(2) Unless a specific waiver has been authorized, Air Force procurements:

(A) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process;

(B) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS; and

(C) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

(3) For the purposes of the Air Force policy, the following are Class I ODS:

(A) Halons: 1011, 1202, 1211, 1301, and 2402

(B) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, CFC-217, and the blends R-500, R-501, R-502, and R-503.

(C) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.

(4) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances: NONE.

(5) To assist the Air Force in implementing this policy, Seller is required to notify Buyer if any Class I ODS not specifically listed above is required in the performance of this contract.



**SELLER IDENTIFICATION** . (1) Seller personnel and their subcontractors must identify themselves as subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this Subcontract.

(2) Seller-occupied facilities (on "AFMC" or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Seller supplied signs, name plates or other identification, showing that these are work areas for Seller or subcontractor personnel.

**AEROSPACE CORPORATION ENABLING CLAUSE** . (1) The Ogden Air Logistics Center (OO-ALC) is responsible for management/administration of the Prime Integration Contract. The Air Force has entered into a contract with The Aerospace Corporation for the services of a technical group which provides support to the Air Force Program Executive Officer/Space 9AFPEO/SP by performing Technical Review tasks. Tasks performed by The Aerospace Corporation on the Prime Integration Contract will be authorized by the ICBM SPO and are defined in (2) and (3) below.

(2) The Aerospace Corporation, in providing support to AFPEO/SP, may be required to attend specified meetings and will have access to Seller's technical data at those meetings. The Seller agrees to allow The Aerospace Corporation's attendance in meetings so designated by the ICBM SPO. In additional instances, The Aerospace Corporation may require prime contractor or Subcontractor data to be provided in order to support AFPEO/SP taskings. The Aerospace Corporation will request such data from the ICBM SPO, which will obtain the data from the prime contractor and provide it to The Aerospace Corporation.

(3) The Subcontractor and succeeding levels of subcontractors will support the provisions of paragraph (2) above. The process for requesting data from a subcontractor will be the same as for the prime contractor as outlined in paragraph (2) above. this agreement does not relieve the prime contractor or its subcontractors of their responsibility to manage subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or The Aerospace Corporation and such subcontractors.

(4) The Aerospace Corporation personnel are not authorized to direct the Seller in any manner. Neither are they authorized direct contact with the prime contractor without first contacting the ICBM SPO.

(5) Technical direction under this Subcontract will be given to the Seller solely by the Buyer. The Seller shall not proceed with any direction which results in a change to the Subcontract until authorized by the Buyer.

(6) The Seller acknowledges that during the performance of this subcontract, The Aerospace Corporation will have access to proprietary information provided by the Seller and its subcontractors. It is the responsibility of the Seller to enter into any necessary agreements with The Aerospace Corporation in order to ensure protection of proprietary information from unauthorized use or disclosure.

**BUYER ITINERANT OR RESIDENT REPRESENTATIVES AND GOVERNMENT VISITS** . (1) The Buyer shall have the right to assign representatives on an itinerant or resident basis at the Seller's facilities, or those of lower-tier subcontractors or vendors, for the purpose of maintaining surveillance activities, including the right to witness any or all tests performed as part of the requirements of this Subcontract. The Seller shall provide the Buyer's representatives with reasonable facilities and equipment, and reasonable access to all areas essential to the proper conduct of the aforementioned activity, throughout all phases of any engineering, manufacturing, testing, packaging, and shipping. In addition, the Seller shall make available to the Buyer's representatives pertinent planning, status, and forecast information, and such other technical and management reporting information as may be necessary for the Buyer's representatives to carry out their responsibilities.

(2) The Seller agrees, upon request of the Buyer, to allow the U.S. Government contracting officer under the prime contract or his/her authorized representatives, to visit the Seller's facilities to review progress and witness testing pertaining to the requirements of this Subcontract. The Seller shall furnish the contracting officer and his/her representatives all reasonable facilities and assistance for the safe and convenient performance of the actions described.

(3) The Seller shall insert, and require its subcontractors and vendors to insert, the substance of this article, including this paragraph, in each lower-tier subcontract described.

**ADDITIONAL 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.

52.245-2 Government Property (Fixed Price Contracts) (DEC 1989) (Deviation) (IAW FAR 45.106(b)(1) and DDP Memo dated 13 July 1999, DAR Tracking #99-O0008). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.245-17 Special Tooling (APR 1984) (Deviation) (IAW FAR 45.305(a)(1) and DDP Memo dated 16 Sep 99, DAR tracking #99-O0012). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.