

**CUSTOMER CONTRACT REQUIREMENTS  
AVENGER  
CUSTOMER CONTRACT DAAH01-03-0217**

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

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

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

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

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

**52.211-5 New Material** (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** (JUN 1999). 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 \$550,000 and is not otherwise exempt. In paragraph (a)(3), insert "of this contract" after "price or cost." "Contracting Officer" shall mean "Contracting Officer or Buyer," "Government" shall mean "Government or Buyer," and "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 \$550,000 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 “The Boeing Company or any of its wholly owned subsidiaries.”

**52.215-14 Integrity of Unit Prices** (excluding subparagraph (b)) (OCT 1997). This clause does not apply if this contract is for (i) \$100,000 or less, (ii) construction or architect-engineer services under FAR Part 36, (iii) utility services under FAR Part 41, (iv) services where supplies are not required, (v) commercial items or (vi) 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 (PRB) Other Than Pensions** (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 Requirements for Cost or Pricing Data or Information Other Than Cost or 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 Business Concerns** (OCT 2000).

**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. In paragraph (c), “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-Healy 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** (subparagraph (b)(1) through (11)) (APR 2002).

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (DEC 2001). This clause applies only if this contract exceeds \$25,000.

**52.222-36 Affirmative Action for Workers with Disabilities** (JUN 1998). This clause applies only if this contract exceeds \$10,000.

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (DEC 2001). This clause applies only if this contract exceeds \$25,000.

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

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

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (AUG 1996). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to the Buyer’s Authorized Procurement Representative. “Contracting Officer” shall mean Buyer.

**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.

**52.242-15 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).

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

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies** (excluding paragraph (g)) (MAR 1999). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. In paragraph (e), “Government” shall mean Government or Buyer. In paragraph (f), “through the Buyer” is inserted after “Contracting Officer.”

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

**252.215-7000 Pricing Adjustments** (DEC 1991). This clause applies only if this contract exceeds \$500,000.

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

**252.225-7002 Qualifying Country Sources as Subcontractors** (APR 2003).

**252.225-7004 Reporting of Contract Performance Outside the United States** (APR 2003). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

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

**252.225-7013 Duty-Free Entry** (APR 2003). This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause.

ACO	Ruth Ferguson
Activity Address	DCMA Huntsville 4505 Martin Road, Suite 301 Redstone Arsenal Huntsville, AL 35898
Activity Address Number	S0107A
Prime Contractor	The Boeing Company-MDS
Prime Contractor’s Address	P.O. Box 240002 MC JW-15 499 Boeing Boulevard Huntsville, AL 35824-6402
Cage Code	21794
Prime Contract Number	DAAH01-03-C-0217
Prime Contract Dollar Value	\$ 2,368,960.80

**252.225-7014 Preference for Domestic Specialty Metals** (APR 2003), **Alternate I** (APR 2003).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (DEC 2000). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

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

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

**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** (MAR 2000). "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 Proposed Program 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. Cost Accounting Standards

- A. (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.
- B. (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.
- C. (Applicable if this contract incorporates clause H003). The version of **FAR 52.230-4, Consistency in Cost Accounting Practices**, incorporated by clause H003 is the version dated August 1992.
- D. (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.

### 4. Prime Contract Special Provisions. The following prime contract special provisions apply to this contract:

#### A. Replacement Preservative for Pentachlorophenol (USAAMCOM 52.207-4700) {Prime Contract D-1}

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

#### B. Bar Code Markings (USAAMCOM 52.247-4700) {Prime Contract D-2}

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 – Information Technology – Automatic Identification and Data Capture Techniques – Bar Code Symbology Specification – Code 39.

#### C. Foreign Nationals – Foreign Sources

- (1) For the purposes of this clause,

- (A) Foreign nationals are those persons not citizens of, not nationals of, or resident/immigrant aliens to, the United States;
  - (B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and
  - (C) Foreign sources are those sources (vendors, subcontractors, and suppliers) not owned and controlled by citizens or immigrant aliens of the United States.
- (2) Nothing in this clause is intended to waive any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.
  - (3) Seller acknowledges that equipment and technical data generated or delivered in the performance of this contract is controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128, and require an export license before assigning any foreign national to perform work under this contract or before granting access to foreign nationals to any equipment and technical data generated or delivered in performance of this contract (see 22 CFR Section 125). Seller agrees to notify and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign nationals or their representatives. This notification will include the name and country of origin of the foreign national or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

**D. Export Controlled Data Restrictions**

- (1) For the purpose of this clause,
  - (A) Foreign person is any person who is not a citizen of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;
  - (B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and
  - (C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.
- (2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.
- (3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.
- (4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).