

CUSTOMER CONTRACT REQUIREMENTS
AWACS Block 40/45 LIRP
CUSTOMER CONTRACT F19628-01-D-0016 DO 0023

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 (SEP 2006).

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.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds \$100,000. 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."

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

52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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 (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 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 (OCT 2004). 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 Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). 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 Business Concerns (MAY 2004).

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

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).

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006). This clause applies only if this contract exceeds \$100,000.

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 (SEP 2006). This clause applies only if this contract exceeds \$100,000.

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

52.223-11 Ozone Depleting Substances (MAY 2001).

52.223-14 Toxic Chemical Release Reporting (AUG 2003). 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).

52.225-13 Restriction on Certain Foreign Purchases (FEB 2006).

52.227-1 Authorization and Consent Basic (JUL 1995), Alternate I (APR 1984) .

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer.

52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007).

52.230-6 Administration of Cost Accounting Standards (APR 2005). Add "Buyer and the" before "CFAO" in paragraph (m). 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).

52.242-15 Stop-Work Order Basic (AUG 1989), Alternate I (APR 1984) . 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 (DEC 2004).

52.245-1 Government Property (JUN 2007). This clause applies only if Government property is acquired or furnished for contract performance. The Government-Owned Property article in GP4 is hereby deleted.

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 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2004). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

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

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991). The term "Offeror" shall mean Seller. This clause applies only if this contract exceeds \$100,000 and if an item being purchased contains precious metal.

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

252.211-7003 Item Identification and Valuation (AUG 2008). Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with the version of MIL-STD-130, Identification Marking of U.S. Military Property, set forth elsewhere in this contract; or if not so stated, then the Seller shall comply with MIL-STD-130 N. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing product drawings or specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item valuations as set forth in this clause.

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

252.215-7003 Excessive Pass-Through Charges - Identification of Subcontract Effort (APR 2007). The term "subcontractor" means Seller's subcontractors.

252.215-7004 Excessive Pass-Through Charges (MAY 2008). This clause applies unless this contract is (1) a firm-fixed-price contract awarded on the basis of adequate price competition; (2) a fixed-price contract with economic price adjustment awarded on the basis of adequate price competition; (3) a firm-fixed-price contract for the acquisition of a commercial item, or (4) a fixed-price contract with economic price adjustment for the acquisition of a commercial item. In paragraph (a), "Contractor" retains its original meaning. In paragraph (b), "Government" and "Contracting Officer" mean Buyer. In paragraph (c) "Contracting Officer" means Buyer. In subparagraph (c)(2), "the proposal" means Seller's proposal. In paragraph (d), "Government" and "Contracting Officer" mean Buyer. In paragraph (e), "Contracting Officer" retains its original meaning.

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

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993).

252.225-7001 Buy American Act and Balance of Payment Program (JAN 2009).

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

252.225-7014 Preference for Domestic Specialty Metals (JUN 2005).

252.225-7014 Preference for Domestic Specialty Metals Alternate I (APR 2003). This clause applies only if this contract is for non-commercial items.

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006). 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 (JUL 2006). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts

and Native Hawaiian Small Business Concerns (SEP 2004). This clause applies only if this contract exceeds \$500,000.

252.227-7013 Rights In Technical Data -- Noncommercial Items Basic (NOV 1995), Alternate I (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.

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000). 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.

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

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

252.231-7000 Supplemental Cost Principles (DEC 1991).

252.235-7003 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 (JUN 2004). This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (AUG 2009).

252.249-7002 Notification Of Anticipated Contract Termination Or Reduction (DEC 2006). This clause applies only if this contract is \$550,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

252.251-7000 Ordering From Government Supply Sources (NOV 2004).

This clause applies only if Seller is notified by Buyer that Seller is authorized to purchase from Government supply sources in the performance of this contract.

252.234-7002 Earned Value Management System (APR 2008).

(a) In the performance of this contract, the Contractor shall use—

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the

exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (a) of this clause.

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause: TBD

(2) For subcontracts valued at less than \$50,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause: TBD

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 Business Concerns (OCT 2000). 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.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action For Workers With Disabilities (JUN 1998).

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 2006). In paragraph (C)(2) "20"

and "30" are changed to 10 and 20 respectively.

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

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)

- (a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, Contractors may not:
- (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
 - (2) Provide any specification, standard, drawing, or other documentation that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.
- (b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:
- (1) Halons: 1011, 1202, 1211, 1301, and 2402;
 - (2) Chlorofluorocarbons (CFCs): 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, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
 - (3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.
- (c) The requiring activity has obtained SAO approval to permit the Contractor to use the following Class I ODS(s):
- | Class I ODS/Application or Use/Quantity (lbs.) per contract period of performance |
|-----------------------------------------------------------------------------------|
| None |
- (d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

H004 TECHNICAL REVIEW (MITRE) (MAY 1997)

1. (The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

2. Explanation of MITRE Role

a. Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

b. The purpose of the review is to:

- (1) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.
- (2) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(3) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

c. The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

3. The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including non-sensitive cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

4. It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

H007 TECHNICAL REVIEW (MIT LINCOLN LABORATORY) (24 SEP 2004)

1. The Government has contracted with MIT Lincoln Laboratory for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under This contract.

2. Explanation of MIT Lincoln Laboratory Role:

a. Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts Under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

b. The purpose of the review is to:

- (1) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.
- (2) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.
- (3) Assure that MIT Lincoln Laboratory has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

c. MIT Lincoln Laboratory has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and no to compete with any profit seeking concern.

3. The Contractor agrees to cooperate with MIT Lincoln Laboratory by engaging in technical discussions with MIT Lincoln Laboratory personnel, and permitting MIT Lincoln Laboratory personnel access to information and data relating to technical matters (including non-sensitive cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

4. It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or Contract requirements shall be effected only by the written direction of the Contracting Officer.

ESC-H05 VENDOR WARRANTIES (MAR 2001)

With regard to any such part, subsystem, or subassembly for which any vendor offers to the Contractor any warranty, the Contractor herein agrees to:

(a) enforce such warranty directly against such vendor to the extent possible; or

(b) at the request of the Government, to enforce same in the name and on behalf of the Government.

However, such right of the Government is specifically agreed to be in addition to, and not in substitution of, any rights of the Government provided by this contract and the principal liability of the Contractor under the terms of this contract. It is further specifically provided that the rights accorded the Government by this provision are in addition to the rights contained in the Inspection Clause or any other provision of this contract covering conclusiveness of Government acceptance of items delivered hereunder.

ESC-H07 USE OF EXISTING GOVERNMENT PROPERTY/EQUIPMENT CONSISTING OF GOVERNMENT FURNISHED PROPERTY, DATA/DOCUMENTATION/DRAWINGS, SPECIAL TOOLING (ST), SPECIAL TEST EQUIPMENT (STE), AGENCY PECULIAR PROPERTY (APP), AND FACILITIES (OTHER PLANT EQUIPMENT) (MAR 2001)

1. In the performance of this contract, the Contractor is hereby authorized on a no charge, non-interference basis, to use the Government Furnished Property/GFE, data/documentation/drawings special tooling, special test equipment, agency peculiar property, facilities (other plant equipment), acquired by the Contractor or its Subcontractors, provided to the Contractor or its Subcontractors and accountable under, and/or authorized for use, on the following contracts, and presently in its or their possession:

a. Tinker AFB, OK Contracts

F34601-88-C-1080

F34601-91-C-1281

F34601-96-C-0720

b. Hanscom AFB, MA Contracts

F19628-70-C-0218

F19628-80-C-0007

F19628-80-C-0083

F19628-81-C-0040

F19628-82-C-0003

F19628-83-C-0004

F19628-87-C-0030

F19628-87-C-0215

F19628-89-C-0138

F19628-89-C-0139

F19628-94-C-0047

F19628-94-C-0089

F19628-95-C-0012

F19628-95-C-0041

F19628-95-C-0241

F19628-96-C-0025

F19628-97-C-0005

F19628-97-C-0050

F19628-97-C-0077

F19628-97-C-0112 - approved thru 31 DEC 2008 only

F19628-99-C-0042

F19628-00-C-0004

F19628-00-C-0009

c. Robins AFB, GA Contract

F09603-94-D-0641

d. All US AWACS delivery orders under AMASS contract F19628-01-C-0016

2. If the property provided to the Contractor or any Subcontractor hereunder for performance of this contract is increased or decreased or does not remain available during the performance of this contract, or if any change is made in the terms and conditions under which they are made available, such equitable adjustments as may be appropriate will be made under the terms of this contract, unless such increase or decrease was contemplated in the establishment of the price of this contract or subcontract.
3. The use of such property shall not interfere with the proper performance of the contracts for which the use of such property has been authorized. Further, the price of this contract shall not include the cost of such property or any allowance or charge to cover any depreciation or amortization of such equipment. The above list of contracts may be revised from time to time by administrative change. Any amendments to the list and/or modification to the authorized list for use herein shall be made in accordance with the provisions of the appropriate accountable contract. The using contract shall bear the risk of loss, damage, or destruction of all the property in use in the performance of this contract other than under normal wear and tear.
4. The following order of precedence applies to all property accountable to U.S. contracts and covered by this clause:
 - a. The delivery order/contract on which the property is accountable;
 - b. Any other AWACS Program Office U.S. AWACS contract (includes joint development);
 - c. Any other U.S. AWACS delivery order/contract;
 - d. Any other AWACS Program Office non-U.S. AWACS delivery order/contract.
5. In case of conflicting priorities, the Contracting Officer will issue appropriate guidance.

ESC-H09 ACCESS TO GOVERNMENT INSTALLATIONS (MAR 2001)

1. Prior to commencing work under the terms of a delivery order, the Contractor shall contact security or military police and/or the sponsoring organization at the installation responsible for each installation where the work is required under that delivery order and obtain all necessary passes/access badges for persons employed by him who will require access to the installation. Employees without passes who enter the worksite (installation) for any reason will be subject to such actions and fines as described in the local security regulations and procedures.

2. Required access to Government installations is defined in Attachment 14 – Base Support Plan.

ESC-H10 VANISHING MATERIALS AND DIMINISHING SOURCES (MAR 2001)

The Contractor shall notify the Government in the event the Contractor is required to qualify new material or develop new sources of supply other than those specifically identified in the individual delivery orders as known issues with identified solutions. When the Government makes the determination to perform such additional work not defined in the individual delivery order statement of work, the Contractor shall then be entitled to an equitable adjustment to the affected delivery order prices, schedules and other impacted terms and conditions.

ESC-H27 RIGHTS IN TECHNICAL DATA - COMMERCIAL ITEMS (OCT 2002)

(A) Commercial Data Acquisition and Data Rights Policy.

- i. The E-3 AWACS aircraft, a military derivative of a Boeing commercial airplane, incorporates many components and systems, including the airframe, that are "commercial items" as defined in FAR 52.202-1. Consistent with DFARS 227.7102, only that technical data pertaining to or qualifying as such commercial items ("Commercial Data") that is customarily provided to commercial customers for such commercial items will be deliverable pursuant to this contract. Commercial Data in the form of detail drawings are not deliverable pursuant to this or any other provision of this contract. At Contractor's sole discretion, such detail drawings may be available subject to additional fees and contractual provisions. This clause does not restrict delivery to the Government, or use or disclosure by or for the Government, of technical data that is not Commercial Data, in which the Government has unlimited rights. This clause constitutes a listing of all Commercial Data to be delivered under this

contract.

ii. Consistent with DFARS 227.7102-3 and DFARS 212.504, all such Commercial Data to be obtained from Contractor's Subcontractor, Boeing Commercial Airplane Group ("BCAG"), including derivatives of such Commercial Data documenting modification of such commercial items, will be provided with the same rights customarily provided to a commercial customer, i.e., as set forth below. As used herein, the term "modification" has the meanings set forth in FAR 52.202-1 for "minor modifications" and "modifications of a type customarily available in the commercial marketplace". None of the other clauses of this contract pertaining to technical data shall apply to commercial Data. Commercial Data, marked with the legend set forth in paragraph (d), are licensed to the Government and will be subject to *Special License Rights - Commercial Item* as described below in paragraph (B).

(B) Special License Rights - Commercial Item

i. Commercial Data will not be disclosed, transferred or permitted out of the Government's possession or used or furnished by the Government for any commercial purpose, and not for the design, manufacture, operation, maintenance, installation, repair, or modification of any aircraft or part thereof, except:

- (a) for the sole government purposes of operation, maintenance, installation, repair, and modification necessary to comply with service bulletins, of the Aircraft and training of Government personnel and its agents in connection with the Government's operation and use of such Aircraft;
- (b) As required by law;
- (c) or with Boeing's prior written consent.

ii. The Government is authorized to provide the Commercial Data delivered under this contract in furtherance of the uses permitted above in (B)(i) to its Contractors ("Recipient"). Prior to doing so, the Government will obtain the Recipient's agreement to comply with a provision equivalent to this contract provision. The Government may use a suitably tailored "Standard Non-Disclosure Agreement" as set forth in DFARS 227.7103-7 (c) to satisfy this requirement. Upon request, the Government will provide the Contractor with a copy of any such agreement. If the Government receives a request for release or disclosure of Commercial Data under paragraph (B)(i)(b), the Government will promptly notify the Contractor prior to any such release or disclosure.

iii. The Government is authorized to copy Commercial Data for the purposes set forth in paragraph (B)(i)(a) and (B)(ii), provided that all proprietary legends, and other restrictive notices appearing on the original Commercial Data are preserved on such copies. All copies will be considered to be Commercial Data.

iv. All of the foregoing restrictions on disclosure and use by the Government and its Contractors will also apply to all materials copied or otherwise derived from Commercial Data. Upon Contractor's request at any time following a failure by the Government to perform in accordance with this special provision ESC-H27, the Government will promptly return to Contractor all tangible embodiments of Commercial Data, together with all copies thereof.

(C) Restrictive Notices

The Contractor agrees to mark Commercial Data delivered hereunder with the following legend:

SPECIAL LICENSE RIGHTS - COMMERCIAL ITEM

The Government's rights to use, modify, reproduce, release, or disclose these technical data are restricted. See Contract No. _____, special Provision ESC-H27, Rights in Technical Data - Commercial Items. Any reproduction of technical data, or portions thereof marked with this legend, must also reproduce this legend.

In addition to the legend set forth in this paragraph (C), the Contractor may retain any pre-existing commercial restrictive notices or proprietary legends on any Commercial Data to be delivered under this Contract.