

**CUSTOMER CONTRACT REQUIREMENTS**  
**French Republic Mid Term Update (AWACS)**  
**CUSTOMER CONTRACT F19628-01-D-0016 DO 0067**

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.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (SEP 2005). 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.

**52.215-2 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."

**52.215-11 Price Reduction for Defective Cost or Pricing Data -- Modifications** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "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.

**52.222-1 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).

**52.222-26 Equal Opportunity** (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.

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

**52.225-13 Restrictions on Certain Foreign Purchases** (JUL 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.

**52.228-3 Workers' Compensation Insurance (Defense Base Act)** (APR 1984).

**52.228-4 Workers' Compensation and War Hazard Insurance Overseas** (APR 1984).

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

**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 1998).

**52.245-1 Government Property (DEVIATION) 2007-O0012** (JUN 2007). This clause applies only if Government property is acquired or furnished for contract performance. Per DEVIATION 2007-O0012, the definition of plant equipment is deleted, and the second sentence in the definition of real property is modified to read: "It does not include foundations and other work necessary for installing personal property." 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.

**252.211-7000 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.

**252.215-7004 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 paragraph (d), "Government" and "Contracting Officer" mean Buyer. In paragraph (e), "Contracting Officer" retains its original meaning.

**252.225-7001 Buy American Act and Balance of Payment Program** (MAR 1998).

**252.225-7002 Qualifying Country Sources as Subcontractors** (DEC 1991).

**252.225-7004 Reporting Of Contract Performance Outside The United States And Canada, Submission After Award** (JUN 2005). The term "Contractor" in paragraph (a) and the term "Contracting Officer" in paragraphs (b) and (c) means "Buyer." This clause applies only if this contract exceeds \$500,000.

**252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES** (JUN 2005). 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.

**252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies** (SEP 2006).

**252.225-7012 Preference for Certain Domestic Commodities** (AUG 2000).

**252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States** (JUN 1998). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government...

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (NOV 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.

**252.227-7016 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.

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

**252.232-7004 DoD Progress Payment Rates** (OCT 2001). This clause applies if progress payments are authorized under this contract.

**252.234-7001 Earned Value Management System** (MAR 1998). This clause is applicable only if this contract states that the Earned Value Management System criteria applies to Seller.

**252.234-7002 Earned Value Management System** (APR 2008). This clause applies only if it is indicated elsewhere in this contract that Seller must use an earned value management system (EVMS).

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (NOV 2005).

**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** (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 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.

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

**52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era** (APR 1998). This clause applies only if this contract exceeds \$10,000.

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

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

**252.225-7012 Preference for Certain Domestic Commodities** (JUN 2004).

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

**252.225-7014 Preference for Domestic Specialty Metals (Deviation) (JUN 2005) & Alternate I (Deviation)** (APR 2003).

**252.247-7023 Transportation of Supplies by Sea** (MAY 2002).

**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.

#### **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.

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

##### **ESC-H07 USE OF EXISTING GOVERNMENT PROPERTY CONSISTING OF SPECIAL TOOLING (ST), SPECIAL TEST EQUIPMENT (STE), AGENCY PECULIAR PROPERTY (APP) AND FACILITIES (OTHER PLANT EQUIPMENT) EXCLUDING MATERIAL (MAY 2007)**

1. In the performance of this contract, the Contractor is hereby authorized on a no charge, noninterference basis, to use 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

F19628-95-C-0041

F19628-95-C-0241

F19628-97-C-0077

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

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 of such property 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

**ES C-H030 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.