

**CUSTOMER CONTRACT REQUIREMENTS**  
**Saudi RSIP**  
**CUSTOMER CONTRACT F19628-01-D-0016 0062**

**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 (excluding subparagraph (c)(1))** (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.

**52.215-2 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 (excluding subparagraph (b))** (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).

**52.215-19 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) .

**52.222-21 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 of the Vietnam Era, and Other Eligible Veterans** (Apr 1998) . This clause applies only if this contract exceeds \$25,000.

**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, Veterans of the Vietnam Era, and Other Eligible Veterans** (Jan 1999) . This clause applies only if this contract is for \$10,000 or more.

**52.223-7 Notice of Radioactive Materials** (Jan 1997) . This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

**52.223-11 Ozone-Depleting Substances** (Jun 1996) .

**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** (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.

**52.228-4 Worker's Compensation and War-Hazard Insurance Overseas** (Apr 1984) .

**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.

**52.244-5 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.".

**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 (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. "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.

**252.209-7000 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.

**252.211-7003 Item Identification and Valuation** (Jun 2005) . 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 L. 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 \$500,000.

**252.215-7004 Excessive Pass - Through Charges** (Apr 2007) .

252.215-7004 Excessive Pass-Through Charges (APR 2007). 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 subparagraphs (c)(2) and (c)(3), "the proposal" means Seller's proposal. In paragraph (d), "Government" and "Contracting Officer" mean Buyer. In paragraph (e), "Contracting Officer" retains its original meaning.

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

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

**252.225-7004 Report of Intended 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.

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

**252.225-7014 Preference For Domestic Specialty Metals (Jun 2005) (Deviation) - Alternate I (Deviation)** (Jun 2005) .

**252.225-7026 Reporting of Contract Performance Outside the United States** (Jun 2000) . 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.

**252.225-7043 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) .

**252.227-7026 Deferred Delivery of Technical Data or Computer Software** (Apr 1988) . This clause applies only if the delivery of data is required or 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.

**252.227-7036 Declaration of Technical Data Conformity** (Jan 1997) . This clause applies only if the delivery of data is required by 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.

**252.235-7003 Frequency Authorization (Dec 1991) - Alternate I** (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..

**252.245-7001 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** (Mar 2000) . This clause applies only if this contract exceeds \$100,000 and are a type of supplies described in paragraph (b)(2) of this clause. In paragraph (c), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer.

**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 Terminations 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** (May 1995) .

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

**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** (Apr 1998) . This clause applies only if this contract exceeds \$10,000.

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

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees** (Dec 2004) . This clause applies only if this contract exceeds \$100,000.

**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.

**4. The following prime contract special provisions apply to this purchase order:**

**A. Enabling Clause Between Prime Contractors and Service Contractors (AFMC) (JUL 1997)**

a. The Air Force has entered into contracts with JACOBS TECHNOLOGY, QUANTECH, and their affiliated subcontractors for Advisory and Assistance Services (A&AS) to provide technical, evaluation, and acquisition management support.

b. Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve:

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 Manpower Support Services (MSS) contractors have 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. In the performance of this contract, the Contractor agrees to cooperate with JACOBS TECHNOLOGY, QUANTECH and their affiliated subcontractors by: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the Contractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.

d. The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

e. Service Contractor personnel are not authorized to direct a Contractor in any manner.



f. Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

g. Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract

## **B. Prime Contract Clauses in Full Text**

### **ESC-H05 VENDOR WARRANTIES**

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 the conclusiveness of Government acceptance of items delivered hereunder.

### **ESC H40 SAUDI AIR CARRIER (JUL 1997)**

Saudia Airlines shall be used to transport all contractor/subcontractor personnel, their dependents and air freight on routes served by Saudia. Reasonable effort will be made to coincide or adjust travel and cargo shipments with Saudia schedules. This provision applies to all contractor/subcontractor personnel travel (including leave) and air freight, into or departing The Kingdom. For travel originating in the Kingdom, all tickets shall be purchased from a Saudia Airlines ticket office. For travel/air freight originating outside the kingdom, contractor shall purchase tickets from a Saudia Airlines ticket office or agent. The only exceptions to the above policy are instances of bona fide emergency personnel travel when space on Saudi is not available.

### **ESC H41 SAUDI ARABIAN LAW (JUL 1997)**

Contractor personnel shall respect the laws, customs, and regulations of , to the extent permitted by law, including laws prohibiting access to certain areas of the country to non-Muslims or non-Saudis. The Contractor and its personnel, while in , shall be subject to the criminal and civil jurisdiction of the SAG.

### **ESC H42 CURRENCY EXCHANGE (JUL 1997)**

The Contractor, its subcontractors, and their employees shall obey the laws and regulations of regarding the exchange and importation of currency. However, the SAG shall allow:

- (a) The Contractor, subcontractors, and their personnel in direct support of AWACS, and their dependents, to freely exchange dollars for Riyals and Riyals for dollars, during the period of this contract, at the prevailing rate of exchange.
- (b) Contractor and subcontractor personnel in direct support of the AWACS, and their dependents, freely to import and export dollars for their personal use.