

CUSTOMER CONTRACT REQUIREMENTS
European Interceptor Site (EIS)
CUSTOMER CONTRACT HQ0147-07-D-0001

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 (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 (Sep 2005).

The clause applies only if the contract exceeds \$100,000.

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.

52.211-15 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 "The Boeing Company or any of its wholly owned subsidiaries." .

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 Postretirement Benefits Other Than Pensions (PRB) (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 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997), ALT IV (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).
- 52.219-9 Small Business Subcontracting Plan** (Sep 2006). This clause applies only if this contract exceeds \$550,000. and Seller is not a small business concern.
- 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** (Mar 2007).
- 52.222-27 Affirmative Action Compliance Requirements for Construction** (Feb 1999). This clause applies only if this contract exceeds \$10,000.
- 52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006). 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** (Sep 2006). This clause applies only if this contract exceeds \$25,000.
- 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.
- 52.223-3 Hazardous Material Identification and Material Safety Data** (Jan 1997). This clause applies only if Seller delivers hazardous material under this contract.
- 52.223-7 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** (May 2001).
- 52.225-8 Duty-free Entry** (Feb 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes

of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006).

52.227-1 Authorization and Consent (JUL 1995) - **Alternate I** (APR 1984)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

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

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (Jun 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (Jan 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (Jan 1997).

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

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

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (Mar 1990).

52.229-9 Taxes - Cost Reimbursement Contracts with Foreign Governments (Mar 1990).

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 Buyer's contract.

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

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

52.244-5 Competition in Subcontracting (Dec 1996).

52.244-6 Subcontracts for Commercial Items (Mar 2007).

52.245-1 Government Property (Jun 2007), Alternate I (Jun 2007).

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

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) & Alternate I (Apr 2003) (Feb 2006).

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)) (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.

252.211-7003 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). The term "subcontractor" means Seller's subcontractors.

252.222-7006 Combating Trafficking in Persons (Oct 2006).

In paragraph (g), the term "Contracting Officer" means Buyer. This clause applies to all contracts performed outside the United States. This clause also applies to contracts performed inside the United States for the acquisition of services (except commercial).

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

252.225-7013 Duty-Free Entry (Oct 2006). 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.

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, 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 (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.

252.227-7015 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).

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (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.

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 2005).

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).

252.242-7001 Notice of Earned Value Management System (Mar 2005).

252.242-7002 Earned Value Management System (Mar 2005).

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jan 2007).

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

252.247-7024 Notification of Transportation of Supplies by Sea (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 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 Business Concerns (May 2004).

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.

52.222-26 Equal Opportunity (Mar 2007).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006). This clause applies only if this contract exceeds \$25,000.

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

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.

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.

4. Cost Accounting Standards.

(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.

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

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

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

A. Acquisition of Facilities (MAY 2005)

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101, Definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

B. Additional Prime Contract Requirements

Buyer's prime contract with the Government Customer has not been definitized, therefore the Customer Contract Requirements are subject to change upon definitization. The Seller agrees that upon the request of Buyer, Seller and Buyer will from time to time enter into amendments to this contract to incorporate additional provisions herein or to change the provisions hereof as Buyer may reasonably deem necessary to comply with the provisions of its prime contract. Seller agrees to accept those provisions that Buyer accepts in its definitized prime contract with the Government Customer.

C. Enabling Clause for BMD Interface Support (MAY 2005)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

* Government will assess Contractor cooperation and teamwork with other BMDS Contractors in the annual performance assessment input in the Past Performance Information Management System (PPIMS). A performance rating will be commensurate with the degree to which the requirements of this clause are met.

D. Export of Technical Data and Defense Services.

(a) It is acknowledged that conduct of EIS contract and subcontract activities (the "Program") will involve the export of technical data and defense services. When in the performance of the Program, the need arises to export technical data, including classified data, defense services, and/or program-related information all such exports shall be made in accordance with applicable export control laws and regulations. All such exports will be made pursuant to a valid export license or as otherwise authorized by applicable U.S. Government export regulations.

(b) When directed in writing by Buyer, Seller shall export technical data to a named foreign entity or persons in the manner and under the conditions provided for in the direction.

(c) As soon as practicable, and preferably seven months in advance of a specific need, Seller will identify the need to export technical data or defense services to Buyer. In the event that the timing of coordination required by Buyer before the release by Seller of data or the performance of services (including, but not limited to “Program related information”) unreasonably impacts contractor performance, and such untimely coordination is determined to have been without the fault or negligence of Seller, the parties agree that the cost impact shall be considered for an equitable adjustment to the contract under the “Changes” clause.

(c) Seller shall include this clause in all subcontracts (suitably modified to reflect the relationship of the parties), the performance of which may require the export of technical data and/or defense services.

E. Host Nation Agreements

The Government and the Host Nation (HN) will enter into agreements that will enable the US Government to construct, maintain, and sustain, and operate the European Interceptor Site (EIS). Final ratification of these agreements is planned for the 2008 timeframe. In the interim the nations have an understanding to treat the agreements as if they were in force after Signature by the United States and the Host Nation until such time as they are formally ratified. Copies of the HN agreements will be provided to the Contractor at such time as they are approved for release. Until such time the following guidance is provided for planning and cost estimating purposes:

- The U.S. is to have exclusive use of the installation. The U.S. shall be responsible for access to and security of the site. The U.S. shall permit visits to the site provided the visiting personnel have appropriate security clearances and a need-to-know as determined by cognizant U.S. authorities.
- U.S. shall respect HN technical requirements and standards, but after appropriate consultation with HN authorities, apply its own technical requirements and standards of construction.
- The appropriate choice of law provisions shall be included in this contract to address procedures for civil claims.
- The Value Added Tax Exemption shall apply at point of sale to purchases by or for the U.S. forces acquired for the ultimate use by the U.S. forces or to be consumed in the performance of a contract on behalf of the U.S. forces or to be incorporated into articles or facilities used by forces.
- Materiel, supplies, equipment and other property imported by or for the U.S. forces for ultimate use by or for the U.S. forces or to be consumed in the performance of a contract with or on behalf of the U.S. forces or are to be incorporated into articles of facilities used by the U.S. forces shall be permitted entry into HN free of duties and other such

charges, including but not limited to use taxes, excise taxes, and value taxes. The exportation of previously mentioned items is exempt from HN export duties.

- Customs inspections shall be in accordance with procedures mutually agreed to between HN and U.S. forces. HN shall take all appropriate measures to ensure smooth and rapid clearance of imports and exports. U.S. forces classified information and hardware may be imported into and exported from the HN without being subjected to a customs inspection.

- Contractor employees may import their personal effects intended for their personal or domestic use or consumption free of duty during their assignment in HN.

- U.S. is responsible only for environmental contamination at agreed facilities and areas introduced by the U.S. in conducting activities under the agreement. The U.S. shall prepare an environmental baseline survey or equivalent for all agreed-to facilities and areas. The HN shall be responsible for removal and proper disposal of pre-existing environmental contamination and hazardous wastes and materials at agreed facilities

- HN shall remove or dispose of unexploded ordnance found at agreed facilities and areas in a timely manner.

- HN will not require Contractor or Contractor employees to obtain professional licenses or drivers licenses issued by HN in relation to services to be performed as part of their official contractual duties.

- Contracts for acquisition of articles and services, including construction, will be in accordance with U.S. laws. U.S. may procure from any source. HN companies are to have the opportunity to participate in the site activation and construction of the EIS; subject to applicable security and Export requirements, however, there are no guaranteed work share agreements for labor or materials.

- The Contractor and Subcontractors are responsible to work with local authorities to obtain necessary building permits, utilities connections, and all other items related to the project.

F. Public Release of Information (MAY 2005)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR—address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Seven (7) copies of each item.

(2) Written statement, including:

(a) To whom the material is to be released

(b) Desired date for public release

(c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and

(d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.

i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

j. Due to time and screening constraints, it is recommended that all “public release” packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/DFW

Attn: William Mills

4505 Martin Road

Redstone Arsenal, AL 35898

G. Rent Free Use of Government Furnished Equipment (GFE), Services, and Information

The Contractor or its subcontractors are authorized use of Government Furnished Equipment, Services, and Information from the following contracts on a no cost non-interference basis:

Contract Number Program or Effort Remarks:

HQ0006-01-C-0001 GMD Contract

H. Security Certification and Accreditation Support (JUN 2006)

(a) Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operating locations in accordance with the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP - DODI 5200.40).

(b) The contractor shall be responsible for all the C&A functions assigned to the Certification Authority, Program Manager, and Developer/Integrator as outlined in DODI 5200.40.

I. Small Business Participation Reporting Requirement (MAY 2005)

a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) _____ Electronic format through the following website:
www.mdasmallbusiness.com

(2) _____ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)

7100 Defense Pentagon

Washington, DC 20301-7100

J. Special Contract Requirements - Additional Requirements for Contract HQ0147-07-D-0198

(This provisions applies to all Suppliers receiving unclassified subcontracts, but who will be receiving FOUO information. FOUO information for this contract is defined as follows: For Official use Only (FOUO) is official government information that does not meet requirements for classification but still requires protection. MDA, Missile Defense Agency Program-Related Information, Privacy Act (PA), as well as other information falls in this category. This requirement does not apply to Commercial off the Shelf (COTS) items.)

A. FOR OFFICIAL USE ONLY (MISSILE DEFENSE AGENCY PROGRAM-RELATED INFORMATION) GUIDELINES

(THIS GUIDANCE ALSO PERTAINS TO PRIVACY ACT INFORMATION).

I. General.

A. THIS REQUIREMENT WILL BE IMPOSED ON ALL SUBCONTRACTS CONTAINING INFORMATION DESCRIBED IN THIS SECTION.

B. For Official Use Only (FOUO) is official government information that does not meet requirements for classification but still requires protection. Missile Defense Agency (MDA) Program-Related Information (PRI), Privacy Act (PA), as well as other information falls in this category.

C. MDA Program-Related Information (PRI) is information that is not classified but requires protective measures to prevent unofficial disclosure (sometimes also referred to as unclassified controlled information or UCI). It is information concerning intentions, capabilities, technology, or activities that must be protected from loss, misuse, or unauthorized access or modification in order to keep an adversary from gaining a significant military, economic or technological advantage. This could include information associating technology(ies) to components, sub-systems or systems information revealing components/configurations of a sub-system or system; identification of out-year funding or redirection of funds to specific components or projects; or information revealing MDA plans, intentions or activities relating to DoD or MDA program operations or contingencies. All MDA PRI is a subset of For Official Use Only information.

D. Under certain conditions, MDA Program-Related information may be released to the public; however, it must be submitted in writing to the Buyer for review by MDA/DC,

who will coordinate with the Contracting Officer's Representative (COR) and other appropriate MDA elements prior to official release.

II. Identification Markings.

An unclassified document containing MDA Program-Related information, if marked FOUO, will be marked "For Official Use Only" on the outside of the front cover (if any), on the first page, on each page containing FOUO information, on the back page and on the outside of the back cover (if any). For convenience, all pages, even those that do not contain FOUO information may be marked in documents generated by an automated system.

III. Transmission/Dissemination/Reproduction.

A. Authorized contractors, consultants and grantees may transmit/disseminate MDA Program-Related information internally to each other to DoD components and officials of DoD components who have a legitimate need for the information in connection with this contract. The following general guidelines apply:

1. External electronic transmission of Controlled Unclassified Information (voice, facsimile, and data) should be by approved secure communication systems when practical. Non-secure communications circuits may transmit CUI only when secure communications circuits are not readily available to satisfy mission requirements. This should be accomplished using NIST-validated or NSA-endorsed encryption or by other methods approved by MDA/GMF.

2. MDA Program-Related and PA information should be transmitted over secure facsimile equipment.

3. MDA Program-Related information may be transmitted, processed and stored internally on Automated Information Systems (AIS), electronic mail and other similar systems or networks 1) when distribution is to an authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders will not use general, broadcast or universal mail addresses to distribute MDA Program-Related and PA information. Discretionary access control measures may be used to preclude access to MDA Program-Related files by users who are authorized system users but who are not authorized access to MDA Program-Related and PA information. External transmission of MDA Program-Related and PA AIS information should be secured using NIST-validated or NSA-endorsed encryption or other methods approved by MDA/GMF.

4. Internet should be equated with "Public Access". Information must be reviewed and officially approved for public release before placing on electronic systems.

5. MDA Program-Related information may be sent via US Postal Service or commercial carrier as long as the shipping package is not marked as containing MDA Program-Related material.

6. Reproduction of MDA Program-Related and PA information may be accomplished on unclassified copiers or within designated government or contractor reproduction areas.

I. Storage. During working hours, MDA Program-Related and PA information shall be used in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided, MDA Program-Related material may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate after-hours protection or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

V. Disposition.

A. When no longer needed, FOUO, non-MDA Program-Related, information will be disposed of in a manner to hinder reconstruction, e.g., by tearing each sheet into pieces and placing in a recycle or trash container or by initializing, degaussing or shredding magnetic media. MDA program-related and PA information will be disposed of as classified waste, or by any method that will prevent reconstruction. If the contractor does not have the facilities for proper destruction of MDA program-related and PA information (waste material), it may be returned to the MDA office for proper disposition once official notification and justification has been received.

B. Removal of the FOUO or MDA Program-Related status can only be accomplished by the government Office of Primary Responsibility, (OPR). The MDA COR will review and/or coordinate with proper authority the removal of FOUO or MDA Program-Related status for information in support of this contract.

VI. Unauthorized Disclosure. Government and contractor personnel must act to protect MDA Program-Related and PA information under their control from unauthorized disclosure. Government and contractor organizations must inform the COR and MDA/GMF of any unauthorized disclosures of MDA Program-Related and PA information in support of this contract. Unauthorized disclosure, intentional disregard or gross negligence in the handling of MDA Program-Related information does not constitute a reportable security violation. However, the responsible organization should investigate and, when substantiated, take appropriate disciplinary action. Unauthorized disclosure of FOUO information containing Privacy Act information may also result in civil or criminal sanctions.

B. MDA PROGRAM-RELATED INFORMATION:

I. Access: The contractor will have access to MDA program-related information defined as follows: Access to unclassified MDA program information in any form, must be

limited to US citizens or persons where access does not constitute an export unless the access is authorized by MDA/GMF, or in the case of technical data as defined by the ITAR, the access is covered by TAA or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations imposed by U.S. National Security and/or export/disclosure policy guidelines. Access to unclassified MDA program related information must be limited to persons that have a minimum Secret level clearance; or have been the subject of a favorable completed National Agency Check (NAC) or a more stringent personnel security investigation (access pending completion of NAC and final clearance determination is authorized) or contractor equivalent.

Note: Contractor equivalent includes various background checks such as those performed by employers during hiring process, including local and state law enforcement and agency check, degree confirmation checks, previous employment checks, and other forms of employee screening commonly used by Defense Contractors to screen prospective employees. Contractor will document basis for favorable adjudication when contractor equivalent option is used.

II. Unclassified Controlled Information is not classified, but requires protective measures to prevent unofficial disclosure. This includes MDA Program Related information concerning intentions, capabilities or activities that must be protected from loss, misuse, or unauthorized access to or modification in order to keep an adversary from gaining a significant military, economic, or technological advantage. (See Section A-III above for Transmission/Dissemination/Reproduction requirements).

III. Unclassified MDA Program Related material can be sent through normal mail or distribution channels used for unclassified information.

IV Contractor's Unclassified LAN processing Unclassified MDA program related information requires:

- a. Compliance with the provisions of OMB Circular A-130, Management of Federal Information Resources, February 8, 1996;
- b. Submission of an AISSP outlining procedures IAW OMB Circular A-130 reviewed and approved by MDA/GMF, prior to processing (This requirement is N/A if an AISSP has been previously submitted and approved by MDA/GMF-S.). Suppliers submit their AISSP via buyer's Program Protection & Security organization.

V. Publicly Accessible Internet Web Sites/MDA Extranet:

- a. Contractor and subcontractor computer systems that provide public access via an Internet web site will contain only MDA information that has been officially approved for public release.
- b. Proposed public disclosure of unclassified information (to include internet web sties) relating to work under this contract shall be coordinated with the Contracting Officer's

Representative (COR) and MDA Director Communications (MDA/DC) for review. Public release requests will be submitted to the Buyer for submission to Boeing's Communications organization for review and submittal to MDA/DC for processing. Only information that has been favorably reviewed and authorized by the Office of the Assistant Secretary of Defense (Public Affairs) may be disclosed. Information developed after initial approval for public release must be submitted for review and further processing.

K. Special Safety Requirements

The Contractor shall follow the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 as amended through February 2007. Copies of the manual can be ordered from the Superintendent of Documents, Government Printing Office, Washington DC, phone 202-512-1800, FAX 202-512-2250, e-mail: www.access.gpo.gov.

The Contractor is required to notify the appropriate safety office and Contracting Officer, or a designated Government representative within one day of all mishaps or incidents at or exceeding \$250,000 (material + labor) for damage to Government Property. This notification requirement shall also include physiological mishaps/incidents/accidents involving significant injury or death. A written or e-mail copy of the mishap/incident notification shall be sent within 3 calendar days to the Contracting Officer or Government representative, who will forward it to the Procuring Safety Office. For information not available at the time of initial notification, the Contractor shall provide the remaining information not later than 20 calendar days after the mishap, unless extended by the Contracting Officer. Mishap notifications shall contain, as a minimum, the following information:

- (a) Contract, contract number, name and title of person(s) reporting
- (b) Date, time and exact location of accident/incident
- (c) Brief narrative of accident/incident (events leading up to accident/incident)
- (d) Cause of accident/incident (if known)
- (e) Estimated cost of accident/incident (material and labor to repair/replace)
- (f) Nomenclature of equipment and personnel involved in accident/incident
- (g) Corrective actions (taken or proposed)
- (h) Relevant medical history and treatment information in Contractor's or Subcontractor's possession for contractor or subcontractor personnel who suffer injury or death in connection with contract performance. The Government will protect such personal medical information in accordance with the Privacy Act.

(i) Any accident/incident reports which contractor or subcontractors may file with local authorities.

(j) Other pertinent information