

**CUSTOMER CONTRACT REQUIREMENTS  
FA-18E/F FIRST PROGRAM  
PRIME CONTRACT N00019-03-C-0041**

**GOVERNMENT CONTRACT REQUIREMENTS**

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

1. 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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995 Version). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (Jul 1995 Version). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. 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 Version). 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 Version). This clause applies only if this contract exceeds the simplified acquisition threshold. 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 Version). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 1997 Version). 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 Version). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

52.211-5 New Material (Aug 2000 Version). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (Sep 1990 Version). This clause is applicable if a priority rating is noted in this contract.

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997 Version). This clause applies except for contracts at or below the simplified acquisition threshold (as defined in FAR Part 2); 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.

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (Oct 1997 Version). 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 Version). 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 Version). This clause applies only if this contract exceeds \$500,000. The term "Contracting Officer" shall mean Buyer's Purchasing Representative.

52.219-8 Utilization of Small Business Concerns (Oct 2000 Version).

52.219-9 Small Business Subcontracting Plan (Jan 2002 Version). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000. and Seller is not a small business concern.

52.222-20 Walsh-Healy Public Contracts Act (Dec 1996 Version). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (Feb 1999 Version).

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

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001 Version). This clause applies only if this contract exceeds \$10,000.

52.222-36 Affirmative Action for Handicapped Workers (Jun 1998 Version). This clause applies only if this contract exceeds \$2,500.

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Viet Nam Era (Dec 2001 Version). This clause applies only if this contract exceeds \$10,000.

52.223-11 Ozone Depleting Substances (Mar 2001 Version).

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (Oct 2000 Version). This clause applies only if this contract exceeds \$100,000.

52.225-13 Restrictions on Certain Foreign Purchases (Jul 2000 Version).

52.227-1 Authorization and Consent (Jul 1995 Version).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996 Version). 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 the simplified acquisition threshold.

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (Jun 1997 Version). 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.

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

52.242-15 Stop Work Order (Aug 1989 Version). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-6 Subcontracts for Commercial Items and Commercial Components (May 2002 Version).

52.245-2 Government Property (Dec 1989 Version). "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.248-1 Value Engineering (excluding subparagraph (f)) (Feb 2000 Version). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

- 2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, 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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (Mar 1999 Version). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold 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.

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty (Nov 1995 Version). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of commercial items or commercial components.

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

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

252.225-7009 Duty-free Entry — Qualifying Country Supplies (End Products and Components) (Aug 2000 Version).

252.225-7010 Duty-free Entry — Additional Provisions (Aug 2000 Version). This clause applies in addition to FAR 52.225-10.

ACO	TBD
Activity Address	DCMA Boeing St. Louis P.O. Box 516 St. Louis, Missouri 63166-0516
Activity Address Number	S2606A
Prime Contractor	McDonnell Douglas Corporation, a wholly owned Subsidiary of The Boeing Company

Prime Contractor's Address	P.O. Box 516 St. Louis, MO 63166-0516
Cage Code	76301
Prime Contract Number	N00019-03-C-0041
Prime Contract Dollar Value	\$57,100,000.00

252.225-7012 Preference for Certain Domestic Commodities (Feb 2003 Version).

252.225-7026 Reporting of Contract Performance Outside the United States (Jun 2000 Version). This clause applies only if this contract exceeds \$500,000.

252.227-7013 Rights in Technical Data - Noncommercial Items (Nov 1995 Version). 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 Version). 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 Version).

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Jun 1995 Version).

252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 1995 Version). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7026 Deferred Delivery of Technical Data or Computer Software (Apr 1988 Version). 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 Version). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

252.227-7030 Technical Data — Withholding of Payment (Mar 2000 Version). “Government” and “Contracting Officer” mean Buyer. This clause applies only if the delivery of data is required by this contract.

252.227-7036 Certification of Technical Data Conformity (Jan 1997 Version). 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 Version). This clause applies only if the delivery of data is required by this contract.

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

252.242-7005 Cost/Schedule Status Report (Mar 1998 Version). This clause applies to this contract if the contract is more than 12 months in duration and is other than firm-fixed-price.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Mar 2000 Version).

252.245-7001 Reports of Government Property (May 1994 Version). Seller will provide information that the Buyer may require to complete Buyer's annual report.

252.246-7001 Warranty of Data (Dec 1991 Version). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.

252.247-7023 Transportation of Supplies by Sea (May 2002 Version). This clause applies only if this contract exceeds the Simplified Acquisition Threshold in FAR Part 13. In paragraph (c), "45 days" is changed to "60 days".

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000 Version). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.

252.249-7002 Notification of Proposed Program Termination or Reduction (Dec 1996 Version). This clause applies only if this contract is for \$500,000 or more. In paragraph (c), "two weeks" is changed to "10 days".

3. If goods or services being procured under this contract are for commercial items, 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 Version). 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), the 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 Version).

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

52.222-36 Affirmative Action for Handicapped Workers (Jun 1998 Version). This clause applies only if this contract exceeds \$2,500.

252.225-7014, Alternate I, Preference for Domestic Specialty Metals (Mar 1998 Version).

252.247-7023 Transportation of Supplies by Sea (Mar 2000 Version). This clause applies only if this contract exceeds the Simplified Acquisition Threshold in FAR Part 13. In paragraph (c), "45 days" is changed to "60 days".

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000 Version). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.

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. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any DoD Agency, during the performance of this Contract.

**B. NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA**

1. Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

2. For violation of export laws, the Seller, its employees, officials or agents are subject to:

- (a) Imprisonment and/or imposition of criminal fines; and
- (b) Suspension or debarment from future Government contracting actions.

3. The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.