

CUSTOMER CONTRACT REQUIREMENTS
International Space Station (ISS) Replacement Battery Assemblies
Nickel-Hydrogen Replacement Battery Orbital
Part Number RE 1804-12
CUSTOMER CONTRACT NAS9-02098

CUSTOMER 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. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

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.

52.203-3 Gratuities (APR 1984) [excluding subparagraph (c)(2)]

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 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.

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

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

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 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 \$550,000 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."

52.215-14 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).

52.215-18 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).

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

52.219-9 Small Business Subcontracting Plan (JAN 2002). 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.

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

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 (subparagraph (b)(1) through (11)) (APR 2002).

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

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

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Viet Nam Era (DEC 2001). This clause applies only if this contract exceeds \$25,000.

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.

52.227-14 Rights in Data — General (JUN 1987). This clause applies only if data will be produced, furnished or acquired under this contract.

52.227-23 Rights to Proposal Data (Technical) (JUN 1987). In this clause Government means United States of America Government. Rights obtained under this clause are obtained for the US Government.

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 H002 is included in Buyer's contract.

52.244-5 Competition in Subcontracting (DEC 1996)

52.244-6 Subcontracts for Commercial Items (MAY 2002)

52.245-2 Government Property (Fixed Price Contracts) (DEC 1989). "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer. FAR 52.245-2 is not applicable if this contract incorporates GP4; however, the following paragraphs apply regardless of whether or not this contract incorporates GP4.

DEFINITIONS. In this clause, the terms "Government-furnished property" and "Government Property" shall include both Boeing furnished Government-owned and Government-furnished Government-owned property, and shall not include Buyer-owned property in which the Government does not have an interest, and all references to title passing to or vesting in the Government shall refer to the United States of America Government. References to an "approved program or system" shall be references to "a United States of America Government approved program or system". "Contracting Officer" shall mean "Buyer's Authorized Purchasing Representative" and "Government" shall mean "Buyer" except as stated above.

DATE OF THE PRIME CONTRACT. The date of prime contract NAS9-02098 is February 20, 2003.

LIMITED RISK OF LOSS REQUESTS. The Seller shall submit requests for limited risk of loss to the Buyer's Authorized Procurement Representative. Requests for Limited Risk Of Loss must include: (i) a listing, including quantity and unit prices, of all Loss, Damage, or Destruction of Government Property the requesting activity has incurred in three years prior to the date of request, (ii) the total quantity and cost of all Government Property accountable to the Seller's site performing the subcontract at the time of the request, and (iii) a copy of the Seller's most recent Formal Government Property System Analysis or a statement that no such analysis has been conducted at the site involved. In the event the Seller's request is for, or includes, limited risk of loss for a Seller subcontractor, Seller shall submit the information listed above on each Seller subcontractor to whom Seller is requesting that limited risk of loss be extended.

FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. Seller shall provide data on government-owned Seller-held property, in accordance with the provisions at FAR 45.5 and this clause, on the indicated basis as illustrated in paragraphs below. Report Government-Owned/ Contractor-Held Property, in accordance with the instructions on the Buyer provided form (HOU-BMF-1018) and the direction provided below..

NO QUARTERLY SUBMISSION. Quarterly submission is not required.

ANNUAL SUBMISSION. The Seller shall submit annually the requested government property financial data for all assets, including real property and equipment, special test equipment, special tooling, and agency peculiar property, regardless of unit acquisition cost, as well as materials and contract work in process of any value, in their possession (including subcontractors). The submitted government property financial data shall be in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Purchasing Representative, prior to October 10 of each year. Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3, and shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Where estimates are used, there must be a documented basis. Supporting documentation shall be maintained and available for all amounts reported.

MOVEMENT OF ITEMS. Movement of items of Government-Owned/ Contractor Held Property shall comply with the shipment provisions at NASA FAR Supplement 1845.7101-2(a) through (c) and 1845.7102 Sections I through VIII. Property shipped between September 1 and September 30, inclusively, shall be accounted for and reported by the shipping activity, regardless of the method of shipment, unless written evidence of receipt at destination has been received.

REPAIRABLES. Repairables provided under fixed price repair contracts that include the clause at 1852.245-72, Liability for Government Property Furnished for Repair or Other Services, remain accountable to the furnishing activity and are not reportable on HOU-BMF-1018; repairables provided under a cost reimbursement contract, however, are accountable to the contractor and reportable on the HOU-BMF-1018. All materials provided to conduct repairs are reportable, regardless of contract type.

NON-INTERFERENCE, RENT-FREE USAGE AGREEMENTS. Government-Owned or Boeing-Owned/Seller-Held Property shall be used only for the purpose for which it was acquired, fabricated, or provided. The Seller shall submit all requests for non-interference, rent-free usage to the Buyer's Authorized Purchasing Representative. NASA FAR Supplement 1852.245-80 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY ON A NO-CHARGE BASIS (NASA) (MAR 1989) is incorporated into this agreement. The contract specified below is: Contract NAS15-10000 (International Space Station Prime Contract).

52.246-4 Inspection of supplies – Fixed Price (AUG 1996)

52.246-24 Limitation of Liability – High Value Items (FEB 1997). This clause applies only if this contract exceeds \$100,000 and requires the delivery of supplies.

52.247-1 Commercial Bill of Lading Notations (APR 1984). This clause only applies to shipments made directly to the United States Government where the Buyer authorizes the supplies to be shipped on a commercial bill of lading.

52.248-1 Value Engineering (excluding subparagraph (f)) (FEB 2000). 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. NASA Contracts. If this contract is placed under a National Aeronautics and Space Administration contract, the following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

18-52.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2001). This clause applies to all or any part of this contract that includes information technology resources or services in which Seller must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency.

18-52.211-70 Packaging, Handling, and Transportation (JUN 2000).

18-52.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies if FAR 52.219-9 is included in this contract.

18-52.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if Seller is not a small business.

NASA's objective is to ensure the execution of a vigorous program at the prime contract and subcontractor levels which will optimize the opportunity for subcontract participation of small business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZones, Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), and Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs). To this end the Seller shall comply with the approved subcontract plan set forth in the contract and with any approved Master Subcontracting Plan or DoD Comprehensive Subcontracting Plan that the Seller may have. Changes to the plan will be authorized only by contract modification. In contracts containing award fee, performance by the Seller in exerting its best effort to operate in accordance with this plan shall be a factor in determining award fee under this contract.

The Seller will be evaluated on the Seller's efforts toward achieving the percentages outlined in paragraph below including trends and Seller efforts to meet the goals. The percentages shall be calculated based on the dollars expended to the concerns as compared to Contract total actual expenditures on a quarterly and annual basis.

Subcontracting goals are expected to equal or exceed the following percentages (including lower tier subcontracts) as measured by the preceding paragraph.

22% Small businesses

11% Small disadvantaged businesses (inclusive of disadvantaged women-owned businesses)

5% Women-owned small businesses (nondisadvantaged women-owned businesses only)

1% HUBZones

1% Veteran-Owned Small Businesses (VOSBs)

1% Service-Disabled Veteran-Owned Small Businesses (SDVOSBs)

1% Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs).

The small business goal of 22% is inclusive of all of the other socio-economic goals identified in this paragraph of this clause

18-52.223-70 Safety and Health (Apr 2002). This clause applies only if this contract exceeds \$1,000,000 or construction, repairs or alteration in excess of \$100,000, or it involve the use of hazardous materials or operations.

18-52.223-73 Safety and Health Plan (APR 2002). This clause applies if the contract exceeds \$500,000.

18-52.223-74 Drug and Alcohol Free Workplace (MAR 1996)

18-52.223-75 Major Breach of Safety or Security (FEB 2002). In this clause, "Government Investigation" shall mean "Government or Buyer Investigation".

18-52.225-70 Export Licenses (FEB 2000).

18-52.227-14 Rights in Data – General (JUN 1987). This clause applies only if data will be produced, furnished, or acquired under this contract, except contracts for basic or applied research with universities or colleges.

18-52.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 1993).

18-52.228-76 Cross-Waiver of Liability for Space Station Operations (DEC 1994).

18-52.243-71 Shared Savings (MAR 1997). In paragraph (f) (2), "60 days" is changed to "120 calendar days" wherever it appears. Unless a different figure is stated elsewhere in this agreement, the Seller shall receive fifty percent (50%) of the award to the Buyer by the United States Government as a result of Seller's Cost Reduction Proposal.

18-52.245-80 Use of Government Production and Research property on a no-charge basis (NASA) (MAR 1989). The contract specified below is: Contract NAS 15-10000 (International Space Station Prime Contract).

18-52.246-73 Human Space Flight Item (MAR 1997).

3. If goods or services being procured under this contract are for 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 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), 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).

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 Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$2,500.

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

MANNED SPACE FLIGHT ITEM (NASA FAR Supplement 18-52.246-73) (MAR 1997) statement.
"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY. IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

PRIME CONTRACT FLOWDOWN PROVISIONS

This contract may be amended to the extent necessary to incorporate additional provisions required to meet Buyer's obligations under the prime contract to which this order is charged. In the event that both (1) FAR 52.244-6, Subcontracts for Commercial Items (May 2002), is included in the prime contract and (2) all goods and services to be provided under this contract are "commercial items", as that term is defined in the Federal Acquisition Regulations, then Buyer's use of this clause is limited to additional provisions required to meet Buyer's obligations under the prime contract when acquiring "commercial items". Amendments imposed under the authority of this clause unilaterally by Buyer entitle Seller to request an equitable adjustment, as if they had been imposed under the Changes clause, and in accordance with Changes clause procedures on requesting an equitable adjustment. Seller may use the Disputes clause if Seller feels that Buyer used this clause to impose a amendment beyond the scope of this clause.

PACKAGING, HANDLING, STORAGE AND TRANSPORTATION OF FLIGHT HARDWARE. This clause only applies to Flight Hardware. This clause does not apply commercial items or commercial components, as those terms are defined at FAR 52.202-1, unless they have undergone modifications, screenings or tests that are unique to items sold to NASA.

(1) Seller shall identify all special handling requirements associated with hardware, firmware, materials, devices, items, goods, and articles classified as Flight Hardware (or any similar designation of use in space or use on orbit) (hereinafter referred to as "Flight Items" or "Flight Hardware") purchased or leased on this contract. This identification shall be made on both the shipping document (or as an attachment to the shipping document) and on correlating packaging labels, placards, or large legible printed markings on the exterior of the packaging itself, designed to alert those handling, transporting, shipping, receiving, moving, stacking, unstacking, storing or processing (hereinafter referred to as "Handling") the Flight Items after the Flight Items leave the(A) Special Handling instructions (where necessary to prevent damage or deterioration) such as instructions to fork lift operators on how to lift the Flight Item without damaging the Flight Item, "Do not drop", or "this end up" arrows.

(B) Electrostatic discharge (ESD) sensitive item warnings, for example, "Flight hardware; Electrostatic Discharge Sensitive (ESDS), handle IAW MIL-STD-1686" or "EEE Part(s); ESDS Device; EMI shielding required".

(C) Temperature range limitations (where the item could be damaged if exposed to temperatures between minus 25 degrees Fahrenheit (F) and 125 degrees F during transportation or between 68 degrees F and 82 degrees F during storage).

(D) Humidity range limitations (where the item could be damaged if exposed to humidity between 30% and 70% relative humidity (RH)).

(E) Fragile item warnings (where the item is fragile or requires shock recorders or indicators during Handling).

(F) Minimum or maximum bend radius or radii limitations (where a flexible Flight Item could be damaged if excessively bent or folded while being Handled).

(G) Cleanliness requirements or warning not to open except in a Clean Room environment (where the Flight Item is precision cleaned or for any reason should only be opened in a Clean Room environment).

(2) Flight Items that will be stowed for flight with no further processing shall be delivered ready for flight stowage by the Seller and annotated on the shipping document, i.e., "ready for flight; no further processing required". The fact that the item has been packaged with certified flight material(s) shall be marked in some manner on the inner packaging. If it is not feasible to mark the inner-most packaging as flight certified material, then a note on the packaging material that is to be removed just prior to stowage shall state "Remove [insert items to be removed] before flight/stowage" OR "Remove [insert items to be removed] before flight/stowage except for [insert exceptions]".

(3) In the event Buyer provides specific labels, those labels shall be applied in accordance with the accompanying instructions to the packaging containing the Flight Items for which the labels were provided.

(4) If no special Handling requirements apply to the Flight Item, the Flight Item shipping documentation shall state "No Special Handling Requirements" or words to that effect. Seller's facility. If the Seller does not have labels that meet the intent of this clause, the Buyer will supply the required labels. Special Handling requirements include, but are not limited to, the following considerations:

SUPPORT FOR GOVERNMENT INSPECTION AND ACCEPTANCE (DD FORM 250) AT SOURCE

(1) In the event of inspection (CQA) and/or acceptance requirements to be performed by the US Government at the Seller or a subcontractor of the Seller (e.g. direct shipment to NASA or delivery-in-place), Buyer shall prepare the DoD FAR Supplement 253.303-250 DD Form 250, Material Inspection and Receiving Report (DD Form 250) and furnish the prepared DD Form 250 to the Seller for presentation to the Buyer Source Inspection Representative or US Government Representative as directed by the Buyer.

(2) Seller shall support Buyer's DD Form 250 preparation effort by promptly providing, upon request, the following information:

(A) Estimated date the shipment will be made available for buyer/government inspection,

(B) Cage Code and complete street address of the "shipped from" location,

(C) The Federal Stock Number (FSN), or non-catalog number and, if applicable, prefix or suffix, for each item. Other needed identification such as the manufacturer's name or Federal Supply Code (as published in Cataloging Handbook H4-1), and part number. The descriptive noun of the item nomenclature and, if provided, the Government-assigned management/material control code. In the case of equal-kind supply items, the description without regard to kind (e.g., "Resistor"). Size, quantity, and type information. Make, model, serial number, lot, batch, hazard indicator, and/or similar description,

(D) Estimated gross shipping weight in pounds, quantity of packages, and, if more than one package will be used, the package number and contents of each package,

(E) Any special handling instructions/limits for material environmental control (e.g., temperature, humidity, aging, freezing, and shock),

(F) Whether Government-furnished

(H) Whether each item is a component that was short on a prior shipment, and, for components that were short on a prior shipment, the date of the prior shipment.

(3) The Seller shall enclose the Buyer specified number of copies of the Buyer furnished DD Form 250 in the lowest numbered package of the shipment or seal them in a waterproof envelope, which shall be securely attached to the exterior of the lowest numbered package of the shipment in the most protected location. If there is more than one package in the shipment, the Seller shall print the words "CONTAINS DD FORM 250" on the package containing the DD Form 250.