

CUSTOMER CONTRACT REQUIREMENTS
Advanced Concept Studies for Supersonic Commercial Transport Aircraft
CUSTOMER CONTRACT NNL08AA16B-NNL08AC76T

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.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2007) . This clause applies only if this contract exceeds \$100,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) 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."

52.211-15 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 is to an Educational Institution for an amount that exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer.".

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

52.215-12 Subcontractor Cost or Pricing Data (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries.".

52.215-13 Subcontractor Cost or Pricing Data - Modifications (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (c) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government).".

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997) . This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (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) . 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** (Nov 2007) . In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$550,000 and Seller is not a small business concern.
- 52.222-21 Prohibition of Segregated Facilities** (Feb 1999) .
- 52.222-26 Equal Opportunity** (Mar 2007) .
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006) . This clause applies only if this contract exceeds \$100,000.
- 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 \$100,000.
- 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.
- 52.222-50 Combating Trafficking in Persons** (Aug 2007) . In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer..
- 52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e))** (Aug 2003) . This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).
- 52.225-13 Restrictions on Certain Foreign Purchases** (Feb 2006) .

52.227-1 Authorization and Consent (Dec 2007) .

52.227-1 Authorization and Consent (DEC 2007), Alternate I (Apr 1984) .

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007) . A copy of each notice sent to the Government will be sent to Buyer.

52.227-11 Patent Rights - Ownership by the Contractor (Dec 2007) as modified by NASA FAR Supplement 1852.227-11 . This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business concern or nonprofit organization.

52.227-14 Rights in Data - General (Dec 2007), Alternate IV (Dec 2007) as modified by NASA FAR Supplement 1852.227-14. This clause applies only to subcontracts issued to educational institutions and only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.227-16 Additional Data Requirements (Jun 1987) . This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

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 this contract.

52.242-15 Stop Work Order (Aug 1989), Alternate I (Apr 1984) . Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer. In the first sentence of Alternate I, "the Termination clause of this contract" is modified to read "the Termination/Cancellation clause of this contract."

52.244-5 Competition in Subcontracting (Dec 1996) .

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

52.245-1 Government Property (Jun 2007) . This clause applies only if Government property is acquired or furnished for contract performance.

52.245-1 Government Property (Jun 2007), Alternate II (Jun 2007) . This clause applies only to educational institutions performing under this contract and only if Government property is acquired or furnished for contract performance.

2. NASA FAR Supplement Clauses. NASA Contracts. 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.

- 18-52.204-76 Security Requirements for Unclassified Information Technology Resources** (Nov 2004) . This clause applies if this contract meets the requirements of paragraph a. of this clause.
- 18-52.208-81 Restrictions on Printing and Duplicating** (Nov 2004) .
- 18-52.211-70 Packaging, Handling, and Transportation** (Sep 2005) .
- 18-52.219-74 Use of Rural Area Small Businesses** (Sep 1990) . This clause applies only if this contract offers subcontracting possibilities.
- 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.
- 18-52.223-72 Safety and Health (Short Form)** (Apr 2002) . This clause applies only if this contract exceeds \$2,500.
- 18-52.225-70 Export Licenses** (Feb 2000) .
- 18-52.227-70 New Technology** (May 2002) . 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..
- 18-52.227-72 Designation of New Technology Representative** (Jul 1997) . The new technology representative (if any) will be designated in this contract. This is applicable to this contract if it includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.
- 18-52.237-72 Access to Sensitive Information** (Jun 2005) .
- 18-52.242-73 NASA Contractor Financial Management Reporting** (Nov 2004) . This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative.
- 18-52.244-70 Geographic Participation in the Aerospace Program** (Apr 1985) . This clause applies only if this contract is for \$100,000 or more.
- 18-52.245-70 Acquisition of Centrally Reportable Equipment** (Sep 2007) . [excluding paragraph (b)(3)]. "Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired

under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.

18-52.245-73 Financial Reporting of NASA Property in the Custody of Contractors (Sep 2007) . Seller will submit annual reports to Buyer no later than October 15th.

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 this contract offers further subcontracting opportunities. If this contract exceeds \$550,000 (\$1,000,000 for construction of any public facility) and Seller is not a small business concern, Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (Mar 2007) .

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) . This clause applies only if this contract exceeds \$100,000.

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

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

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) . In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

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.

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

A. OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (FEB 2007)

1. Observation of Regulations -- In performance of that part of the contract work which may be performed at Langley Research Center (LaRC) or other

Government installation, Seller shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

2. Identification Credentials -- At all times while on LaRC property, Seller shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors and subcontractors will be held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.
3. Employee Out Processing -- Seller shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.