

Common Terms and Conditions Guide
Section 5 – Government Contract Requirements

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NRO000-98-D-2116

- (a) 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" shall mean Seller.
- (1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.
 - (2) 52.203-7 Anti-Kickback Procedures (JUL 1995) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. 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.
 - (3) 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 or recover from Seller the amount of the reduction.
 - (4) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
 - (5) 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 Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."
 - (6) 52.211-5 New Materials (AUG 2000)
 - (7) 52.211-7 Other Than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
 - (8) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
 - (9) 52.215-2 Audit and Records -- Negotiation (JUN 1996). 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.

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- (10) 52.215-23 Price Reduction For Defective Cost Or Pricing Data-Modifications (OCT 1995). This clause applies only if this contract exceeds \$500,000. "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."
- (11) 52.215-25 Subcontractor Cost or Pricing Data – Modifications (OCT 1995). This clause applies only if this contract exceeds \$500,000. 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."
- (12) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (MAR 1996). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR part 31. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (13) 52.215-40 Notification of Ownership Changes (FEB 1995). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (14) 52.215-41 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (JAN 1997)
- (15) 52.215-42 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (JAN 1997)
- (16) 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1996)
- (17) 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- (18) 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.
- (19) 52.222-26 Equal Opportunity (FEB 1984) [subparagraphs (b)(1) through (11)]

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- (20) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984). This clause applies only if this contract is for \$10,000 or more.
 - (21) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$10,000.
 - (22) 52.222-37 Employment Reports on Special Disabled Vietnam Era Veterans (JAN 1988). This clause applies only if this contract is for \$10,000 or more.
 - (23) 52.225-10 Duty-Free Entry (APR 1984). This clause applies only if supplies are be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.
 - (24) 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)
 - (25) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)
 - (26) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer.
 - (27) 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984)
 - (28) 52.227-11 Patent Rights – Retention by the Contractor (Short Form) (JUN 1997). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business or nonprofit organization.
 - (29) 52.227-12 Patent Rights – Retention by the Contractor (Long Form) (JAN 1997). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business or nonprofit organization.
 - (30) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if this contract requires work on a Government installation.
 - (31) 52.245-2 Government Property (DEC 1989)
- (b) The following contract clauses are incorporated by reference from the NRO Acquisition Manual and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

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- (1) N52.203-003 Special Prohibition on Employment (MAR 1996) [excluding paragraph (g)]. This clause applies only if this contract exceeds \$100,000 and is not for commercial items or components.
 - (2) N52.203-004 Personal Conduct (APR 1997). This clause applies only if this contract requires Seller to work at the Government's work site.
 - (3) N52.204-002 Contractor Personnel (MAR 1996). This clause applies only if this contract requires Seller to work at the Government's work site. Information required by this clause can be submitted to Buyer's Authorized Procurement Representative.
 - (4) N52.204-003 Security Requirements (MAR 1996)
 - (5) N52.209-001 Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (MAR 1996). This clause applies only if this contract exceeds \$100,000 and is not for commercial items.
 - (6) N52.211-002 Elimination of Class I Ozone Depleting Substances (SEP 1996)
 - (7) N52.211-004 Usage of the Metric System of Measurement (SI) (MAR 1996)
 - (8) N52.219-001 Utilization of Small Business and Small Disadvantaged Business Concerns (MAR 1996)
 - (9) N52.219-002 Small and Small Disadvantaged Business Subcontracting Plan (SEP 1996). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
 - (10) N52.227-025 Deferred Ordering of Technical Data or Computer Software (MAR 1996)(DFARS 252.227-7027). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.
 - (11) N52.245-004 Special Test Equipment - Right to Title (Fixed Price Contracts) (SEP 1996)
- (c) Conflict of Interest

It should be noted that, pursuant to FAR 9.505-1, performance of tasks under this contract may render Seller ineligible for award of future system contracts unless a mitigation plan or a waiver has been approved. Therefore, it is Seller's responsibility to identify any situation in which the potential for an Organizational Conflict of Interest exists at any time during performance under this contract and notify Buyer. Seller must provide a mitigation plan as appropriate prior to

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performing tasks under this contract if Seller would have access to and could potentially influence the development of Buyer's requirements documents such as architecture concepts, specifications and work statements. This access could be perceived as an undue competitive advantage enabling Seller to influence outcomes in its favor and not in Buyer's best interest.