



## Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

---

**CLAUSE 949 (11/06/00)**  
**NAS15-10000**  
**INTERNATIONAL SPACE STATION PROGRAM (ISS)**  
**SCHEDULE I**  
**GOVERNMENT CONTRACT REQUIREMENTS**

(a) The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraphs (18), (19), (20), and (30) of this paragraph (a) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, unless otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, and "Contractor" and "Offeror" shall mean Seller.

- (1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985). This clause applies only if this contract exceeds \$100,000.
- (2) 52.203-7 Anti-Kickback Procedures (Oct. 1988) [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 (SEP 1990). 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 (Jan 1990) This clause applies only if this contract exceeds \$100,000.
- (5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jan 1990). 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) 52.204-2 Security Requirements (APR 1984) (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified information is required.
- (7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (8) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds \$25,000.
- (9) 52.215-2 Audit -- Negotiation (FEB 1993). This clause applies only if this contract exceeds \$25,000.
- (10) 52.215-26 Integrity of Unit Prices (Alternate I) (APR 1991) [excluding paragraph (c)]. This clause applies only if this

contract exceeds \$100,000. Not applicable to service contracts that do not require delivery of supplies.

(11) 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989). 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.

(12) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (JUL 1991). 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.

(13) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (OCT 1999) This clause applies only if this contract exceeds \$100,000.

(14) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (OCT 1999). 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.

(15) 52.222-1 Notice to the Government of Labor Disputes (APR 1984).

(16) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 1995). This clause applies only if this contract exceeds \$100,000. 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.

(17) 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

(18) 52.222-26 Equal Opportunity (FEB 1999) [subparagraphs (b)(1) through (11) only.]

(19) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1998). This clause applies only if this contract is for \$10,000 or more.

(20) 52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$10,000.

(21) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1999). This clause applies only if this contract is for \$10,000 or more.

(22) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

(23) 52.225-10 Duty-Free Entry (APR 1984). This clause applies only if supplies are to 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) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)

(25) 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.

(26) 52.227-14 Rights in Data -- General (JUN 1987), Alternates II and III -- As modified by NASA FAR Supplement 18-52.227-14. This clause applies only if data will be produced, furnished, or acquired under this contract.

(27) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if technical data or computer software

will be generated or delivered under this contract.

(28) 52.228-5 Insurance - Work on a Government Installation (JAN 1997). This clause applies only if this contract requires work on a Government installation.

(29) 52.244-5 Competition in Subcontracting (APR 1984) This clause applies only if this contract exceeds \$100,000.

(30) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)

(31) 52.245-2 Government Property (DEC 1989)

(32) 52.245-18 Special Test Equipment (FEB 1993)

(33) 52.246-25 Limitation of Liability -- Services (APR 1984). This clause applies only if this contract exceeds \$25,000 and requires delivery of services.

(34) 52.247-63 Preference for U.S. - Flag Air Carriers (APR 1984). This clause applies only if this contract may involve international air transportation.

(35) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (ALT I) (APR 1984).

(36) 52.248-1 Value Engineering (MAR 1989) [excluding subparagraph (f)]. This clause applies only if this contract is for \$100,000 or more. If a 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 net acquisition savings or 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.

(b) 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, unless otherwise indicated, "Government" and "Contracting Officer" shall mean Buyer, and "Contractor" and "Offeror" shall mean Seller.

(1) 18-52.204-76 Security Requirements for Unclassified Automated Information Resources (JUL 2000)

(2) 18-52.242-73 NASA Contractor Financial Management Reporting (DEC 1988) Applies to Contracts of any value when implementing language is included in the contract.

(3) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.

(4) 18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting (SEP 1992). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern.

(5) 18-52.219-76 NASA Small Disadvantaged Business Subcontracting Goal (JUL 1991) This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business Concern.

(6) 18-52.223-70 Safety and Health (SEP 1993). This clause applies only if this contract exceeds \$1,000,000; requires construction, repairs, or alteration in excess of \$25,000; or involves the use of hazardous materials or operations.

(7) 18-52.223-71 Frequency Authorization (DEC 1988). This clause applies only if this contract requires the development, production, testing, or operation of a device for which a radio frequency authorization is required.

- (8) 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.
- (9) 18-52.227-70 New Technology (APR 1988). This clause applies only if experimental, developmental, research, design, or engineering work is to be performed by other than a small business firm or a non-profit organization.
- (10) 18-52.227-86 Commercial Computer Software Licensing (DEC 1987). This clause only applies if technical data or computer software will be generated or delivered.
- (11) 18-52.228-75 Minimum Insurance Coverage (OCT 1988). This clause applies only if this contract requires work on a Government installation.
- (12) 18-228-76 Cross Waiver of Liability for Space Station Activities (SEP 1993) This clause applies only if this contract exceeds \$100,000.
- (13) 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.
- (14) 18-52.245-70 Acquisition of Centrally Reportable Equipment (MAR 1989) [excluding paragraph (b)(3)]. This clause applies only if Government-owned property will be acquired or used in performance of this contract. Seller will report to Buyer all Centrally Reportable Equipment (CRE) in accordance with the terms of this clause. A listing of all equipment, including CRE items, CRE type items costing less than \$1,000.00, all development items, no matter what the value, and Special Tooling will be provided to Buyer on 10 October of each year in conjunction with the NF 1018 report per Paragraph (h)(3) hereunder. The listing will exclude completed end item deliverables under the contract, leased items, and any software/manuals. Seller will ensure that these requirements are included in all lower-tier subcontracts.

(c) MANNED SPACE FLIGHT ITEM (JFS 18-52.246-73) (OCT 1986)

The Supplier shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

**"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."**

(d) DESIGNATION OF NEW TECHNOLOGY AND PATENT REPRESENTATIVE (NFS 18-52.227-72) (APR 1984)

(1) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (Including Zipcode)
New Technology Representative	IC4	NASA, Lyndon B. Johnson Space Center Technology Utilization Officer Houston TX 77058

Patent  
Representative

HA

NASA, Lyndon B. Johnson Space Center  
Patent Counsel  
Houston TX 77058

(2) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

(e) HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (NOV 1991)

This clause applies only if hazardous or toxic materials or chemicals are to be delivered under this contract.

(1) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(2) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

(3) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(4) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(5) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(6) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(7) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(8) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(A) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging,

transporting, of disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(B) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(C) The Government is not precluded from using similar or identical data acquired from other sources.

(9) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(A) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document that accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(B) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

#### (f) TRAVEL OUTSIDE OF THE UNITED STATES

(1) The Seller shall notify the Buyer at least 45 days in advance of the start of travel to locations outside the United States by Seller employees that is to be charged to this contract. If this is not possible, the Buyer shall be notified as soon as the travel requirement is identified.

(2) The Seller shall submit a travel report to the Buyer at the conclusion of the travel. The travel report shall be in the Seller's format unless other required contents and distribution are identified by buyer.

#### (g) FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY (July 1994)

This clause applies to cost reimbursement, time and material, or labor contracts only. Specific implementing instructions will be provided by Buyer.

(1) Report of Government-Owned/Contractor-Held Property, in accordance with 1845.505-14 and the instructions on the form and in section 1845.7101 of the NASA FAR Supplement, except that the reporting of space hardware shall be required only as directed in clause 1852.245-78, Space Hardware Reporting, of this contract, if applicable.

(2) The Seller shall submit annually the original and three copies of NASA form 1018 shall be sent to the Buyer at the Boeing location issuing this contract.

(3) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 31.

#### (h) EXPORT OF TECHNICAL DATA, COMPUTER SOFTWARE, OR HARDWARE IN THE CONDUCT OF SPACE STATION RELATED ACTIVITIES

This clause applies under the conditions specified in paragraph 5.

(1) During the conduct of Space Station related activities, including Shuttle/Mir activities, NASA may have a need to deliver, disclose, or transfer to a foreign entity or person ("export") technical data, computer software, or hardware developed, used, or required to be delivered by the Contractor in the performance of this contract. When such a need arises, NASA or the Buyer may exercise the applicable exemptions, general licenses, existing NASA export licenses or other approvals available to a Federal agency under the U.S. export control laws, and may effect the export of such technical data, computer software, or hardware for NASA or the Buyer by direction to the Seller.

(2) When directed in writing by the Contracting Officer, or designated representative, or the Buyer's Authorized Purchasing Representative, the Seller, acting as an agent of NASA for the purposes of export control, shall export on behalf of NASA specifically identified technical data, computer software, or hardware to a named foreign entity or person, in the manner and under the conditions provided for in the direction.

(3) Any export made in accordance with this clause shall be limited to only that technical data, computer software, and hardware which NASA or the Buyer's Authorized Purchasing Representative specifically identifies and authorizes the Seller to export, in the manner and under the conditions provided in the authorization. All other exports of technical data, computer software and hardware by the Contractor, whether related to the performance of this contract or otherwise, are subject to the applicable requirements of the U.S. export control laws and regulations.

(4) Nothing contained in this clause shall affect the protection or allocation of rights to technical data or computer software between Buyer and Seller or any Seller lower tier subcontractors as provided for in this subcontract or subcontract hereunder; nor shall this clause imply any license or affect the scope of any license otherwise granted to the Government or the Buyer or the recipient of the transferred or disclosed technical data or computer software.

(5) The Seller agrees to include this clause in all subcontracts at any tier (suitably modified to reflect the relationship of the parties), the performance of which may require the development, delivery, or use of technical data, computer software, or hardware. If there is any question as to such a need by the Seller or a prospective lower tier subcontractor, the Seller shall promptly notify the Buyer's Authorized Purchasing Representative, and not proceed with subcontract award without further instruction.

(6) When this clause is included in a subcontract, the Buyer and Seller agree that any direction given by the Contracting Officer or designated representative or by the Buyer's Authorized Representative to the Seller under this clause will be given by the Seller to a Seller lower tier subcontractor when required to effect the export for NASA in accordance with this clause.

#### (i) CROSS WAIVER OF LIABILITY

For the purposes of NASA clause 18-52.228-76 "Cross-Waiver of Liability for Space Station Activities", Russia shall be considered a "Partner State" even though they have not yet signed the International Governmental Agreement (IGA) since Russia has agreed to a Space Station cross-waiver of liability under the Interim Agreement for Space Station between the United States and Russia, dated June 23, 1994.

#### (j) PACKAGING AND MARKING (NFS 18-52.210-75) (SEP 1990) (ALTERNATE II) (SEP 1990)

This clause is applicable only if this contract states that the requirements of NHB 6000 are applicable. If NHB 6000, is applicable, and there are exceptions to be listed as stated in paragraph 1, these exceptions will be set out elsewhere in this subcontract.

(1) The Contractor shall pack and mark all hardware deliverable under this contract in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling, and Transportation, and/or MIL-STD-2073-1 and MIL-STD 2073-2, as applicable, except as noted below:

Applicability of the above requirements to each deliverable is addressed within the ISSA Packaging, Handling, Storage, and Transportation Plan (D684-10041-1-6).

- (2) The Contractor shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1.
- (3) The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer's technical representative is the approving official of the records and special packaging data under paragraph 302 of NHB 6000.1.
- (4) The Contractor's packaging specifications or procedures may be utilized if they are (a) not in conflict with cited Government specifications and (b) approved in writing by the Contracting Officer. In the event of any conflict between Government and Contractor specifications or procedures, the Government documents cited in this clause shall take precedence.
- (5) The Contractor shall place identical requirements on all subcontracts.
- (6) The following items to be furnished under this contract are for space flight use:  
  
See Attachment J-5, Deliverable Items List, Column F entitled Hardware Type for items marked as "FLT"
- (7) All markings for space flight items shall be blue in color. All shipping containers, shipping documents, and purchasing documents for these items shall be marked "ITEMS FOR SPACE FLIGHT USE."
- (8) The Contractor shall prominently display a NASA Critical Space Item Label on the exterior of all Class I, Class II, and Class III interim packages and exterior shipping containers to alert all shipping and handling personnel to the criticality of the item in accordance with paragraph 303 of NHB 6000.1

(k) SPECIAL TEST EQUIPMENT

- (1) FAR 53.245-18, "Special Test Equipment is modified as follows:

- (A) Wherever "30 days" appears in this clause, substitute "75 days."

- (B) The following provision is added to the end of paragraph (b) of the clause:

"Notification required by this clause shall contain the following information for each item of special test equipment or components thereof:

A list of alternate items that could be used;  
Estimated cost;  
Function;  
Technical justification for this item; and  
Date item is required.

If required date is within seventy-five (75) days of the date of the notification, give reason for the late notice."

- (2) Notwithstanding paragraph (c) of the referenced clause, Seller shall not buy or make any item of special test equipment without Buyer's prior written consent.

(l) PROVISIONS APPLICABLE TO NASA CENTERS

If this contract calls for work on a specific NASA facility or facilities clauses applicable to that facility or facilities will be listed in an attachment to this contract.

(m) PRICING OF COMMON ITEMS TO INTERNATIONAL PARTNERS



This clause applies only when Buyer provides implementing instructions.

(1) The Government has entered into agreements with International Partners (IP) which contemplates that certain space station "common items," previously intended to be procured by NASA, will now be acquired directly by the contractors of these organizations from the United States development contractor. These agreements provide, among other things, that NASA will take the necessary contractual steps to enable that common items can be procured by International Partner contractors for Space Station use, and to ensure that the recurring cost to such contractors consistent with the cost basis paid by NASA. The common items subject to this clause are found in Appendix J-11.

(2) In order to carry out the intent of the above, the contractor agrees as follows:

(A) If a Product Group is requested by an IP contractor to submit a proposal for any of the common items identified, the Product Group agrees to estimate such items to such contractor consistent with the recurring costs estimated for such items in the NASA Space Station contract (NAS15-10000); provided, however, that if there are differences in the circumstances under which the items are being priced to the contractor (e.g., greater or lesser quantities, configuration changes, alternative business relationships, variances in schedule requirements, break in production, actual price experience, etc.), the Product Group's estimate of the items may vary to the extent of such different circumstances. For the purposes of establishing a pricing baseline, Boeing, the Product Groups, and the Government anticipate reaching an agreement on cost estimates for the common items listed in Attachment J-11 no later than 90 days after definitization of the prime contract. Appendix J-11 shall be modified to include the agreed-upon cost estimates.

(B) Each proposal provided to an International Partner contractor for common items shall include a reference to the base target cost identified in Appendix J-11 as well as an explanation of any differences from the base target cost.

(C) Boeing and the Product Groups agree to negotiate in good faith with any International Partner contractors desiring to buy common items as identified in Attachment J-11, and to do so in a manner consistent with the terms of this clause.

(3) Boeing agrees to insert the substance of this clause in all subcontracts negotiated between Boeing and a Product Group that is furnishing to Boeing one or more of the common items identified in Attachment J-11. The Product Groups will flow this clause to lower tier subcontracts to the extent practical and possible. This clause has no application to contracts between Product Groups and IP contractors entered into prior to the effective date of this contract.

(n) Cost or Pricing Data

If clause 307 or 308 is incorporated in this contract, the following changes are made:

(1) In paragraph (a), the words "in effect on the date of this contract" are deleted.

(2) In paragraphs (a) and (b), "(FEB 1991)" is added after each FAR Part 52 clause reference.

(3) In paragraph (b)(1), the words "in effect on the date of this contract" are deleted, and the words "in effect in October 1993" are substituted in lieu thereof.