

COST OR PRICING DATA AND COST ACCOUNTING STANDARDS

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.

A. The following clauses are applicable to this contract.

() 1. 52.215-2 Audit and Records – Negotiation. 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.

() 2. 52.215-10 Price Reduction For Defective Cost or Pricing Data. 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."

() 3. 52.215-12 Subcontractor Cost or Pricing Data. 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."

() 4. Reserved

B. The following clauses are applicable to this contract.

() 1. 52.215-2 Audit and Records – Negotiation. 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.

() 2. 52.215-11 Price Reduction For Defective Cost Or Pricing Data-Modifications "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."

() 3. 52.215-13 Subcontract Cost Or Pricing Data-Modification. 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."

() 4. Reserved

C. () 52.230-2 Cost Accounting Standards. Delete paragraph (b).. Any reference to “disputes” or the “Contract Disputes Act” shall mean the Disputes clause of this contract.

D. () 52.230-6. Administration of Cost Accounting Standards. Add “Buyer and the” before “Contracting Officer” in paragraph (f).

E. () 52.230-3 Disclosure and Consistency of Cost Accounting Practices. Delete paragraph (b) and “Administration of Cost Accounting Standards.”

F. () 52.230-4 Consistency in Cost Accounting Practices