

GP1-A

GOVERNMENT CONTRACT CLAUSES

Unless otherwise indicated below the following terms and designations shall apply in each of the Government clauses identified in this section: "Contractor" means Seller, "subcontractor" means Seller's subcontractor, "Contract" means this contract, and both "Contracting Officer" and "Government" means Buyer.

A. FEDERAL ACQUISITION REGULATION: The following Federal Acquisition Regulation (FAR) clauses, in effect on the date hereof, are incorporated herein by reference, except that "Government" and "Contracting Officer" mean "Government" and "Contracting Officer" in FAR 52.204-2, 52.222-26, 52.222-35, 52.222-36 and 52.212-5(d), and except that "Government" means "Government" in the terms "Government-property", "Government-furnished property", "Government-owned property", and "Former Government surplus property." In addition, the first time "Government" appears in paragraph (a) of FAR 52.245-2 it means "Government or Buyer". All references to disputes procedures in Government clauses incorporated by reference shall be deemed to be superseded by The Boeing Company General Provisions Disputes clause.

Security Requirements	52.204-2	*Contract Work Hours and Safety Act – Overtime Compensation (Cost-type Contract)	52.222-4
Material Requirements	52.211-5	Equal Opportunity	52.222-26
Defense Priority and Allocation Requirements	52.211-15	*Affirmative Action for Disabled and Vietnam Era Veterans (\$10,000)	52.222-35
*Comptroller General Examination Of Records (\$100,000)	52.212-5(d)	*Affirmative Action for Workers with Disabilities (\$10,000)	52.222-36
*Small Business Subcontracting Plan (\$500,000)	52.219-9	Buy American Act – Supplies	52.225-3
Notice to the Government of Labor Disputes	52.222-1	Government Delay of Work	52.242-17
*Payment for Overtime Premiums (Cost-type Contracts)	52.222-2	*Government Property (Fixed-Price Contracts)	52.245-2

**Note - Clause is applicable only if this contract exceeds the amount indicated and/or is the contract type indicated.*

B. If this is a fixed-price contract, the following provision is incorporated herein and replaces the Boeing Company General Provisions Cancellation for Default clause:

TERMINATION: Buyer may terminate this contract, in whole or in part in accordance with the provisions of the "Default (Fixed Price Supply and Service)" clause set forth in FAR 52.249-8 if Seller fails to comply with any of the provisions hereof, or if Seller becomes the subject of a proceeding under state or federal law for relief of debtors or makes an assignment for the benefit of creditors.

C. STOP WORK ORDER: The provisions of the clause contained in FAR 52.242-15 in effect on the date hereof are hereby incorporated herein by reference with the following changes: "Contracting Officer" and "Government" means Buyer; "Contractor" means Seller; "ninety (90) days" are hereby changed to one hundred (100) days and "thirty (30) days" are hereby changed to twenty (20) days wherever they appear; delete subparagraph (a)(2) and substitute the following in lieu thereof: "terminate the work covered by this contract."