

PO-1
PURCHASE CONTRACT PROVISIONS – STANDARD TEXT

Defense Priorities and Allocations System

If this contract is a rated contract issued under the Defense Priorities and Allocations System regulation (15 CFR 700), Seller is required to follow all the provisions of that regulation in filling this contract and in obtaining items needed to fill this contract. Per DPAS regulation 15 CFR 700, if this is a "DX" rated contract over \$50,000, and if Seller rejects this contract, Seller must notify Buyer in writing within ten working days. Per DPAS regulation 15 CFR 700, if this is a "DO" rated contract over \$50,000 and if Seller rejects this contract Seller, must notify Buyer in writing within fifteen working days.

FAR/FAR Supplement Clauses (date)

If no (date) is shown, the FAR and FAR Supplement clauses incorporated in this Contract are those in effect on the date of this Purchase Contract.

Purchase Contract Provisions and Terms and Conditions (effectivity)

The effectivity date for the Provisions and Terms and Conditions incorporated in this Purchase Contract (displayed at Buyer's web address) are those with the latest effectivity date on the date of this Purchase Contract.

Ethical Business Conduct Clause

When performing work at a Boeing site on a regular basis, Seller shall ensure that its employees performing under this contract comply with Boeing's Ethical Business Conduct Guidelines available at: <http://www.boeing.com/companyoffices/aboutus/ethics/epolicy.htm>

Specifications

All articles ordered to Government or Buyer's specifications will comply with such specifications current as of the date of this contract unless otherwise specified by Buyer.

RF050 - Export Control Notice

Seller shall presume that all drawings, specifications, and other technical data or goods provided by Buyer to Seller contain information subject to export control laws. Whether or not specifically identified or marked as such by Buyer. Seller shall not disclose (oral, visual, written or otherwise) or provide such drawings, specifications and other technical data or goods to any foreign person (including but not limited to Seller's employees, Seller's subcontractor's, etc.) or foreign firm or institution, without first obtaining prior authorization from the United States Department of State, and notifying Buyer in advance of its intentions to do so.

A "foreign firm or institution" means those organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes any agency or instrumentality of a foreign government, and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions or individuals.

PO-1
PURCHASE CONTRACT PROVISIONS – STANDARD TEXT

A “foreign person” does not include United States citizens and corporations and permanent resident aliens of the United States.

Seller shall include the above paragraphs in all its purchase contracts and solicitations.

Information furnished to Seller under this Purchase Order may contain technical data as defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Seller is advised and hereby acknowledges that such technical data may not be exported, disclosed or transferred to any foreign person, as defined in the ITAR at 22 CFR 120.16, without first complying with all the requirements of the ITAR (22 CFR 120-130) including requirements for obtaining any required export authority. If such technical data is marked as ITAR controlled, Seller shall indemnify and hold Buyer harmless from and against any and all claims, liabilities and expenses resulting from Seller's failure to comply with the export laws and regulations of the United States.

By law, Buyer must control access to export controlled technical data within its facilities. Therefore, Seller shall only assign personnel to perform work in Buyer's facilities who are either U.S. citizens or who have been granted Permanent Resident Alien status in the U.S. Seller's personnel will be required to furnish documentary evidence of citizenship or immigration status to Buyer's Security Badge and ID personnel at the time of badge pick-up. Acceptable documentary evidence of citizenship or immigration status includes U.S. Passport, Certificate of U.S. Citizenship, Certificate of Naturalization, certified copy of U.S. Birth Certificate, U.S. Alien Registration Receipt Card with Photo, unexpired foreign passport with INS-551 stamp or Certificate of Birth Abroad issued by U.S. Department of State.

Foreign status

As part of Seller's written solicitation response, Seller shall state in connection with the effort related to the Boeing prospective procurement,

- 1) whether it is a foreign corporation,
- 2) whether it is a Representative of a Foreign Interest (RFI), or
- 3) will employ foreign persons

Seller shall notify Boeing in writing of any change in status from its written solicitation response.

Unless Seller has notified Buyer of its foreign status, by acceptance of this Purchase Contract, Seller agrees that:

- 1) it is not a foreign corporation,
- 2) it is not a Representative of a Foreign Interest (RFI), and
- 3) it will not employ foreign persons on the effort related to this Boeing procurement

Seller agrees to notify Boeing of any change in status set forth above.

PO-1
PURCHASE CONTRACT PROVISIONS – STANDARD TEXT

Electronic Submittal of Quality-Related Documentation

If Seller has access to the S&C Supplier Portal, it shall, prior to shipment and via the S&C Supplier Portal, provide Buyer with contract-required quality-related documentation for Buyer's review and acceptance.

(F) Certificate of Toxic Chemical Release Reporting (FAR 52.223-13) (Applicable only if FAR 52.223-14 is included in the Buyer's solicitation or Purchase Contract)

1. Seller certifies that:
 - a. Seller is the owner or operator of facilities that will be used in performance of this contract that are subject to the filing and reporting requirements described in Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), and Seller will file and continue to file for such facilities for the life of this contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of the EPCRA and sections 6607 of PPA; or
 - b. none of Seller owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
 - (i) the facility does not manufacture, processes or otherwise use any toxic chemicals listed under Section 313 (c) of EPCRA 42 U.S.C. 11023(c);
 - (ii) the facility does not have ten (10) or more full-time employees as specified in section 313 (b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);
 - (iii) the facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 373.27, provided an appropriate certification form has been filed with EPA);
 - (iv) the facility does not fall within Standard Industrial Classification (SIC) Code designations 20 through 39 as set forth in FAR Section 19.102; or
 - (v) the facility is not located within any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
2. Should Seller's status or circumstances change with respect to any of the statements indicated above, Seller will notify Buyer immediately.