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Application The following contract clauses are incorporated by reference from the Federal Acquisition Regulations and Supplements, and apply to the extent indicated. In these clauses, the parties are suitably modified therein to reflect the parties to this Purchase Contract in such a way, and such clauses shall be interpreted and construed in such a manner, as to be consonant with Buyer's business and contractual relationship with its customer (higher-tier subcontractor, the Government or otherwise), if any.

FAR Clauses

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 97)

As an express condition of the award of this subcontract, Seller represents and warrants to Buyer that in relation to the award of the prime contract under which this subcontract is issued, Seller has complied, and will continue to comply with all Procurement Integrity provisions of the Office of Federal Procurement Policy Act of 1988, as amended by the Fiscal Year 1996 National Defense Authorization Act (the Act), 41 USC 423, and its implementing Federal Acquisition Regulations (see FAR 3.104). For violations of the Act by Seller or Seller's subcontractors, as determined by notice from the U.S. Government:

- (1) Seller shall reimburse the Buyer, by contract price adjustment or otherwise, the amount by which Buyer's price or fee is reduced pursuant to FAR 52.203-10, and
- (2) Buyer shall have the right to terminate this subcontract for default. The rights and remedies of Buyer provided for under this clause are in addition to any other rights or remedies provided by law or under this contract. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of this contract.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 97).

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)

52.203-7 Anti-Kickback Procedures (JUL 95)

Seller agrees to abide by the Anti-Kickback Act of 1986 (41 USC 51 through 58) and FAR 52.203-7, "Anti-Kickback Procedures," which is incorporated herein by reference, except that subparagraph (c)(1) of FAR 52.203-7 shall not apply to Seller, and further that in subparagraphs (c)(2), (c)(3), and (c)(5), the term "Contractor" shall mean Seller, and in subparagraph (c)(4) the term "Prime Contractor" shall mean Buyer and the term "Subcontractor" shall mean Seller. In addition to reporting possible violations of the Anti-Kickback Act to the Government pursuant to 41 USC 57, Seller shall report such possible violations, if related to Buyer, to the Director of Materiel and/or the counsel of the Boeing group or subsidiary issuing this purchase contract. Seller agrees to hold Buyer harmless, defend Buyer against, and indemnify Buyer for all costs, expenses, and offsets Buyer may incur as a consequence of violations of this clause by Seller or by Seller's subcontractors or suppliers. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of, this contract.

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52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97).
52.204-2	Security Requirements (AUG 96) (excluding any reference to the Changes Clause of this contract).
52.211-5	Material Requirements (OCT 97).
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (OCT 97)
52.215-10	Price Reduction For Defective Cost Or Pricing Data (OCT 97).
52.215-12	Subcontractor Cost Or Pricing Data (OCT 97)
52.215-15	Pension Adjustment and Asset Revision (Dec 98).
52.215-18	Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions (OCT 97).
52.215-19	Notification of Ownership Changes (OCT 97)
52.215-21	Alternate IV (OCT 97)
52.219-8	Utilization of Small Business Concerns (JAN 99)
52.222-1	Notice to the Government of Labor Disputes (FEB 97).
52.222-2	Payments for Overtime Premiums (JUL 90)
52.222-20	Walsh-Healy Public Contracts Act (Dec 96).
52.222-21	Prohibition of Segregated Facilities (FEB 99)
52.222-26	Equal Opportunity (FEB 99) [subparagraphs (b)(1) through (11)]
52.222-26	Equal Opportunity (FEB 99) [subparagraphs (b)(1) through (11)]
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98).
52.222-36	Affirmative Action for Handicapped Workers (JUN 98).
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 98) This clause applies only if this contract is for \$10,000 or more.
52.223-11	Ozone-Depleting Substances (JUN 96)
52.223-2	Clean Air and Water (APR 84).
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97).
52.223-7	Notice of Radioactive Materials (JAN 97) In paragraph (a), insert "sixty (60)" before "days."
52.225-11	Restrictions on Certain Foreign Purchases (AUG 98)
52.227-1	Alternate I (APR 84)
52.227-10	Filing of Patent Applications - Classified Subject Matter (APR 84).
52.227-12	Patent Rights - Retention by Contractor (Long Form) (JAN 97).
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96).
52.230-2	Cost Accounting Standards (AUG 98) [excluding paragraph (b)].
52.230-6	Administration of Cost Accounting Standards (APR 96).
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (DEC 94)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 84).
52.242-15	Stop Work Order (AUG 89).
52.244-5	Competition in Subcontracting (DEC 96)
52.244-6	Subcontracts for Commercial Items and Commercial Components (APR 98)
52.245-18	Special Test Equipment (FEB 93).

DoD FAR Supplement Clauses

252.203-7001	Special Prohibition on Employment (JUN 97).
252.204-7000	Disclosure of Information (DEC 91).

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- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 91).
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 95).
- 252.211-7000 Acquisition Streamlining (DEC 91).
- 252.215-7000 Pricing Adjustments (DEC 91).
- 252.223-7001 Hazard Warning Labels (DEC 91).
- 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94).
- 252.223-7003 Change in Place of Performance -- Ammunition and Explosives (DEC 91).
- 252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)
- 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 91)
- 252.225-7008 Supplies to Be Accorded Duty Free Entry
- 252.225-7009 Duty-Free Entry-Qualifying Country Supplies (End Products and Components) (MAR 98)

- 252.225-7012 Preference for Certain Domestic Commodities (JAN 99)
- 252.225-7014 Alternate I (MAR 98).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (FEB 98).
- 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (JUN 97).
- 252.225-7025 Restriction on Acquisition of Forgings (JUN 97)
- 252.225-7026 Reporting of Contract Performance Outside the United States (APR 93) Not applicable if only commercial products are involved. Applies if this contract exceeds \$100,000. The prime contract number is on the faceplate of this Order. In paragraph (d) "30 day

- 252.225-7026 Reporting of Contract Performance Outside the United States (APR 93) Not applicable if only commercial products are involved. Applies if this contract exceeds \$100,000. The prime contract number is on the faceplate of this Order. In paragraph (d) "30 day

- 252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95).
- 252.227-7014 Rights in Noncommercial Software and Computer Software Documentation (JUN 95).
- 252.227-7016 Rights in Bid or Proposal Information (JUN 95)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)

- 252.227-7030 Technical Data - Withholding of Payment (OCT 88).
- 252.227-7036 Declaration of Technical Data Conformity (JAN 97).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 95).
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)

- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.235-7003 Frequency Authorization (DEC 91).
- 252.245-7001 Reports of Government Property (MAY 94).
- 252.247-7023 Transportation of Supplies by Sea (NOV 95).
- 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95).

AIR FORCE FAR SUPPLEMENT CLAUSES

- 5352.204-9000 Notification of Government Security Activity (May 1996)
- 5352.223-9000 Elimination of Use of Class I Ozone Depleting substances (ODS) (May 1996)
Paragraph (d) substances are 'none'
- 5352.223-9001 Health and Safety on Government Installations
- 5352.242-9000 Contractor Access to Air Force Installations

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AIR FORCE MATERIEL COMMAND CLAUSES

5352.223-9000 Use of Hazardous Materials in The Performance of On-Base Contracts (AFMC)
(JUL 1997)

- (a) "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).
- (b) The list of hazardous materials identified FAR 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS 252.223-7001, Hazardous Warning Labels, shall be updated during performance of the contract whenever the Contractor determines that any other material to be delivered or used on base in excess of and/or a under this contract is hazardous based on changes in the composition of the items(s) or a revision to Federal Standard No. 313. Provide written notification of changes in the Material Safety Data Sheets (MSDSs), including a copy of the updated MSDS, of each item to the identified point of contact on the installation prior to use of the item on installation.
- (c) The Contractor shall submit a Contractor Hazardous Material Report, in accordance with local policy, for each item identified under Section I clauses referenced above or updates resulting from paragraph (b) of this clause 15 days prior to bringing the items on base. Update the report at least monthly (beginning no later than 30 days after material is brought on base) until the hazardous material is removed from the base.
- (d) All hazardous material used on base (including material to be used for a period of less than 24 hours) shall contain a hazardous material warning label. The label shall include a list of the hazardous chemical(s), material identification which matches the part number and/or trade name on the MSDS, appropriate hazard warnings (including description of target organs), and name and address of the chemical manufacturer, importer, or other responsible party.
- (e) The Contractor is responsible for conducting and documenting employee hazard communication training prior to the commencement of work on base.
- (f) 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.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinance, and regulations (including the obtaining of licenses and permits in conjunction with hazardous material).
- (h) Notwithstanding any other rights in technical data specified elsewhere in this contract, the Government may use, duplicate, and disclose any data to which this clause is applicable to apprise personnel of the hazards to which they may be exposed and obtain medical treatment for those affected by the material. In addition, the Government may allow others to use, duplicate and disclose data for these purposes.

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H.5 Enabling Clause for General Systems Engineering and Integration

- (a) The Air Force has entered into a contract with the Aerospace Corporation and MITRE Corporation for the services of a technical group which will support the DoD program office by performing General Systems Engineering and Integration.
- (b) General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the Seller's technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DoD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the Seller's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.
- (c) In the performance of this contract Seller agrees to cooperate with the Aerospace Corporation by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and excluding financial data; by delivering data as specified in the Buyer's contract; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate Aerospace/MITRE technical personnel. The Aerospace/MITRE personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to Buyer's contract.
- (d) The Seller further agrees to include in each subcontract a clause requiring compliance by the Supplier and succeeding levels of Suppliers with response and access provisions of paragraph (c) above, subject to coordination with the Seller and Buyer. This agreement does not relieve the Seller of responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between Buyer or the Aerospace Corporation/MITRE Corporation and such subcontractors.
- (e) The Aerospace Corporation and MITRE Corporation personnel are not authorized to direct the Seller in any manner. All direction to Seller, whether technical or otherwise will be by written change notice to this order signed by Buyer's authorized purchasing representative.

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H.6 Enabling Clause for Technical Review

- (a) The Air Force Space and Missile Systems Center (SMC) is responsible for management of Buyer's Contract, which this order is issued under. The Air Force has entered into a contract with the following contractors for the services of a technical group, which will support the PMO by performing technical review tasks.

Science Applications International Corporation (SAIC)
Nichols Research Corporation (NRC)
Schafer Corporation (Schafer)
ANSER Corporation (ANSER)
Tecolote Research Incorporated (TRI)

- (b) Technical Review (TR) is the process of appraising the technical performance of the contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the Air Force Manager as an independent technical assessment for his consideration for modifying the program or redirecting the contractor's efforts to assure timely and economical accomplishment of program objectives.
- (c) In the performance of this contract, Seller agrees to cooperate with SAIC, NRC, Schafer, ANSER, and TRI, through Buyer, by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analysis; test data and results; equipment and process specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and excluding financial data; by delivering data as specified in Buyer's contract; by discussing technical matters relating to this program; by providing access to contractor facilities utilized in the performance of this order; by allowing observation of technical activities by appropriate technical support personnel. The support personnel engaged in technical review effort are authorized access to any technical information pertaining to this contract. However, with regard to the Contractor Team Members (CTM's) proprietary data, only IFX related proprietary data released to the TPO by the CTM may be accessed. When IFX related proprietary data is received, it shall be used exclusively for IFAX performance and it shall be controlled between team members per the Teaming Agreement's technical exchange plan.
- (d) Seller further agrees to include in each subcontract a clause requiring compliance by their subcontractors and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Seller and Buyer. This agreement does not relieve the Seller of his responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government, SAIC, NRC, Schafer, ANSER, TRI or Buyer and such subcontractors.

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- (e) SAIC, NRC, Schafer, ANSER, or TRI personnel are not authorized to direct the Seller in any manner. The Seller agrees to accept technical direction as follows:
1. Technical direction under this order will be given to the Seller solely by Buyer in accordance with the procedures of Flysheet RF996.
 2. Whenever it becomes necessary to modify the order and redirect the efforts, a Change Notice signed by the Buyer will be issued.