

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
Material Contract Brief 40-0135 (IWA WG/000485)**

The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a subcontract situation, "Contractor" shall mean Seller. Government clauses cited elsewhere in the contract shall be those in effect in April 25, 2001.

**FAR/DFARS
Reference Title**

- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (OCT 97)
- 52.222-26 Equal Opportunity (FEB 99) [Subparagraphs (b)(1) through (11)]

The following clauses also apply if the contract price exceeds \$10,000:

- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam ERA (Apr 1998)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 98)

The following clauses also apply if the contract price will exceed \$1,000,000:

Cooperation with Government Service Contractors (5352.215-9008)

(a) The Air Force has entered into contracts with Systek, Booz-Allen Hamilton, Femme Comp Inc. (FCI) System Technology Associates (STA), RF Microsystems, Titan Systems Corp., TAMSCO, TELOS, Logicon, SAIC, and Tecolote Research for services to provide technical, evaluation, and acquisition management and cost support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve 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; 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 contractor'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 Purchase Order and subject to coordination with BSS, the Seller agrees to cooperate with the contractors listed in paragraph (a) by: responding to invitations from authorized personnel (such as the Contracting Officer, Government Program Director and Manager, Government IPT leads) to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, security information, all in original form or reproduced; discussing technical matters related to the program; providing access to Seller facilities utilized in the performance of this Purchase Order; and allowing observation of technical activities by appropriate support Seller technical personnel.

(d) This agreement is not intended to establish privity of contracts between the Government or the service Contractor(s) and Seller.

(e) Service Contractor personnel are not authorized to direct a Seller in any manner.

(f) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(g) Seller shall not be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by this Purchase Order.

Cooperation with General Systems Engineering and Integration Contractors

a. This Purchase Order covers part of the Wideband Gapfiller Satellite program which is under the general program management of the Air Force Space and Missile Systems Center. The Air Force Space and Missile Systems Center (SMC) has entered into a contract with The Aerospace Corporation and MIT/Lincoln Laboratories for the services of a technical group which will support the SMC program office by performing General Systems Engineering & Integration for SMC. Similarly, the Air Force Electronic Systems Center (ESC) has entered into a contract with MITRE for the services of a technical group which will support the ESC program office by performing General Systems Engineering & Integration for ESC. In addition, the Army PMDCATS has entered into a contract with Johns Hopkins University/Applied Physics Laboratories for the services of a technical group which will support the PMDCATS program office by performing General Systems Engineering & Integration for PMDCATS.

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 contractors' 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 contractors' 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 Purchase Order and subject to coordination with BSS, the Seller agrees to cooperate with The Aerospace Corporation, MITRE, MIT/Lincoln Laboratories and Johns Hopkins University/Applied Physics Laboratories by responding to invitations from authorized personnel (such as the Contracting Officer, Government Program Director and Manager, Government IPT leads) 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 from and excluding financial data; by delivering data as specified in this Purchase Order; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this Purchase Order; and by allowing observation of technical activities by appropriate Aerospace, MITRE, Lincoln Laboratories and Johns Hopkins University/Applied Physics Laboratories technical personnel. The Aerospace, MITRE, MIT/Lincoln Laboratories and Johns Hopkins University/Applied Physics Laboratories personnel engaged in general systems engineering and integration are authorized access to any technical information pertaining to this Purchase Order.

d. This agreement is not intended to establish privity of contract between the Government or The Aerospace, MITRE, MIT/Lincoln Laboratories and Johns Hopkins University/Applied Physics Laboratories and Seller.

e. The Aerospace, MITRE, MIT/Lincoln Laboratories and Johns Hopkins University/Applied Physics Laboratories 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 Purchase Order will be given to the Seller solely by BSS.
2. Whenever it becomes necessary to modify the Purchase Order and redirect the effort, a Supplemental Agreement signed by both BSS's Authorized Purchasing Representative and the Seller will be issued prior to any work being performed or costs being incurred.

Additional Provisions:

DEFENSE PRIORITY RATING. If a defense priority rating is identified on the face of this contract, this is a rated order certified for national defense use and the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700). Including accepting or rejecting this contract in writing within ten working days after receipt of DO rated or five days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer.

A = ADDED

D = DELETED

R = REVISED