

**Date: July 2002****EXHIBIT A**

**GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT **110-960880XZ****

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 March 26, 1997.

**FAR/DFARS  
Reference**

**Title**

52.204-2	Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.211-5	Material Requirements (MAY 95) ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.215-15	Termination of Defined Benefit Pension Plans (OCT 97)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other than Pensions (OCT 97) (Applicable only if the contract is other than firm-fixed price or if certified cost or pricing data was provided.)
52.215-19	Notification of Ownership Changes (OCT 97)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 97). [Contracting Officer shall mean Buyer in subparagraph (a).]
52.219-8	Utilization of Small Business Concerns (OCT 95)
52.222-1	Notice to the Government of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-26	Equal Opportunity (APR 84) [Subparagraphs (b)(1) through (11)]
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97) (Applies only if hazardous material will be delivered)
52.223-7	Notice of Radioactive Materials (JAN 97) (In paragraph (1) insert "sixty (60)" before "days".)
52.227-1, Alt. I	Authorization and Consent (JUL 95, APR 84)
52.227-10	Filing of Patent Applications - Classified Subject Matter (APR 84) (Applies only if contract will involve access to classified information)

- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97) [Applies only if Special Provision F.1 is included. If Seller is a small business or nonprofit organization, include FAR 52.227-11, Patent Rights - Retention by the Contractor (Short Form), in such subcontract or purchase order instead of this clause.]
- 52.228-5 Insurance - Work on Government Installation (JAN 97) (This clause applies only if work is to be done on a Government installation.)
- 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) (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)
- 52.242-15 Stop Work Order (AUG 89), Alt I (APR 84) ("Contracting Officer" means Buyer)
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 95)
- 52.245-2 Government Property (Fixed Price Contracts) (DEC 89)
- 52.246-23 Limitation of Liability (APR 84) (This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
- 52.246-25 Limitation of Liability -- Services (FEB 97) (This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 1999)
- 252.204-7000 Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (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) (Applies only if contract involves ammunition or explosives.)
- 252.223-7003 Change in Place of Performance -- Ammunition and Explosives (DEC 91) (Applies only if DFARS 252.223-7002 applies.)
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (FEB 96)
- 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 91)

252.225-7009	Duty-Free Entry--Qualifying Country End Products and Supplies (DEC 91)
252.225-7012	Preference for Certain Domestic Commodities (FEB 97)
252.225-7014	Preference for Domestic Specialty Metals (NOV 95) Alt. I (DEC 91) (Applies only if contract item contains specialty metals.)
252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 91) (Applies only if hand or measuring tools will be delivered.)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (SEP 96) (Applies only if contract item contains ball or roller bearings.)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 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), Alt I (DEC 91) (Applies only if contract involves developing, producing, testing or operating a device requiring radio frequency authorization.)
252.239-7000	Protection Against Compromising Emanations (DEC 91) (Applies only if classified information will be processed.)
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 91). This clause applies only if this contract requires securing telecommunications.
252.243-7001	Pricing of Contract Modifications (DEC 91)
252.245-7001	Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.

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

52.222-20	Walsh-Healey Public Contracts Act (DEC 96)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)
52.222-36	Affirmative Action for Handicapped Workers (APR 84)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)

**The following clause also applies if the contract price exceeds \$25,000:**

52.246-25	Limitation of Liability - Services (FEB 97)
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**The following clauses also apply if the contract price exceeds \$100,000:**

52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 95)
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- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 90) (The disclosures of Seller and its lower tier subcontractors required by paragraph (c) shall be submitted to Buyer's Material Representative.)
- 52.215-2 Audit and Records-Negotiation (AUG 96) (Applies if the contract is cost reimbursement, incentive, time-and-materials, labor hour, or price redeterminable type or any combination of these; if cost or pricing data was required; or if cost funding or performance reports will be furnished.)
- 52.215-14 Integrity of Unit Prices (OCT 97) (Excluding paragraph (b)). (Not applicable if only services will be provided.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). (A copy of each notice sent to the Government will be sent to Buyer.) ("Contracting Officer" means Buyer.)
- 52.246-24 Limitation of Liability -- High-Value Items (Feb 1997), Alt I (APR 84) ["Government's" shall mean Government's or Buyer's in paragraph (e). This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.]
- 252.203-7001 Special Prohibition on Employment (NOV 95)
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95)
- 252.247-7023 Transportation of Supplies by Sea (NOV 95) (In paragraph (d) "45 days" is changed to 60 days.)
- 252.249-7002 Notification of Proposed Program Termination or Reduction (DEC 91)

**The following clauses also apply if the contract price exceeds \$500,000:**

- 52.215-23 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 95)
- 52.215-25 Subcontractor Cost or Pricing Data - Modifications (OCT 95)
- 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (AUG 96)
- 52.230-2 Cost Accounting Standards (AUG 96) (This clause applies only if Seller is subject to Cost Accounting Standards (CAS).)
- 52.230-6 Administration of Cost Accounting Standards (APR 96) (Add "Buyer and "before "Contracting Officer" in paragraph (e).)
- 252.249-7001 Notification of Substantial Impact on Employment (DEC 91)

**The following clauses also apply if the contract price exceeds \$1,000,000:**

- 252.211-7000 Acquisition Streamlining (DEC 91)

**The following clauses also apply if Technical Data or Computer Software will be Generated or Delivered:**

252.227-7013	Rights in Technical Data--Noncommercial Items (NOV 95)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95)
252.227-7016	Rights in Bid or Proposal Information (JUN 95)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program (JUN 95)
252.227-7019	Validation of Asserted Restrictions - Computer Software (JUN 95)
252.227-7030	Technical Data - Withholding of Payment (OCT 88) (This clause applies only if the delivery of data is required by this contract.) ("Contracting Officer" and "Government" means Buyer.)
252.227-7036	Declaration of Technical Data Conformity (MAY 87)
252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 95)
252.246-7001	Warranty of Data (DEC 91) ("Contracting Officer" means Buyer.)

**The following Air Force FAR Supplement clauses are applicable as indicated:**

5352.204-9000	Notification of Government Security Activity (MAY 96) (Applies only if work will be performed on a Government installation.)
5352.223-9001	Safety and Accident Prevention (Applies only if work will be performed on a Government installation.) (MAY 95)

**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 fifteen (15) working days after receipt of DO rated or ten (10) days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer.

**ANTI-KICKBACK PROCEDURES.** Seller agrees to abide by the Anti-Kickback Act of 1986 (41 U.S.C. 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 U.S.C. §57(c), Seller shall report such possible violations, if related to Buyer, to the Director of Materiel and/or the Division Counsel of the Boeing division or subsidiary issuing this contract. Seller agrees to hold Buyer harmless from, 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 order.

TRUTH IN NEGOTIATIONS ACT. (Applicable if certified cost or pricing data was provided.) Seller shall comply with the provisions of FAR 52.215-10 and 52.215-12 which are incorporated herein by reference to the extent such clauses are or become applicable to this contract. In the absence of other instructions, Seller shall submit cost or pricing data for changes which exceed the established threshold consistent with the cost or pricing data instructions applicable to the proposal for this contract. Seller shall reimburse the Buyer any amount by which this contract is determined by the Government to have been overpriced because of Seller's or Seller's subcontractor's failure to comply with such provisions plus any interest, fines or other penalties imposed upon the Buyer as a result of the Seller's or the Seller's subcontractor's defective pricing.

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A = ADDED  
D = DELETED  
R = REVISED