

Date: January 13, 2004

**EXHIBIT A**

**GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT 1256881**

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 November 2003.

**FAR/DFARS**

<u>Reference</u>	<u>Title</u>
52.211-5	Material Requirements (AUG 00) ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
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 00)
52.222-1	Notice to the Government of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-21	Prohibition of Segregated Facilities (FEB 99) (Certification required. The clause is to be included in every subcontract or purchase order subject to the equal opportunity clause.)
52.222-26	Equal Opportunity (APR 02) [Subparagraphs (b)(1) through (11)]
52.223-3, Alt 1	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".)
[ ] 52.225-11	Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements (FEB 00)
[ ] 52.225-13	Restrictions on Certain Foreign Purchases (JUL 00) ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent (JUL 95)
52.227-1, Alt. I	Authorization and Consent (JUL 95)
52.242-15	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer. Change "90 days" to "100 days" and "30 days" to "20 days". The "Termination for Convenience" clause shall refer to the "Termination for Convenience" clause of this contract.)
52.244-6	Subcontracts for Commercial Items and Commercial Components (MAY 01)
52.247-63	Preference for U.S.-Flag Air Carriers (JAN 97)
252.225-7002	Qualifying Country Sources as Subcontractors (APR 03)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 98)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)
252.231-7000	Supplemental Cost Principles (DEC 91)
252.243-7001	Pricing of Contract Modifications (DEC 91)
252.243-7002	Requests for Equitable Adjustment (MAR 98)

- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (MAR 00)
- [ ] 18-52.227-70 New Technology (NOV 98) (Applies only if the contract involves experimental, developmental or research work.)
- 18-52.227-87** **Transfer of Technical Data Under Space Station International Agreements.** (Applies to all solicitations, contracts, and purchase orders in support of Space Station program activities that may involve transfer of technical data subject to the International Traffic in Arms Regulations, 22 CFR Parts 120-130, or the Export Administration Regulations (EAR), 15 CFR Parts 730-799 in accordance with the NASA Export Control Program.)
- 18-52.228-76 Cross Waiver of Liability for Space Station Operations (DEC 94)
- 18-52.228-78 Cross Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (SEP 93)

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

- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 98)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)

**The following clauses also apply if the contract price exceeds \$100,000:**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 97) (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 (JUN 99) (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.)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 00)
- 52.223-14 Toxic Chemical Release Reporting (AUG 03) (Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) means Buyer.)
- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 00)
- 18-52.244-70 Geographic Participation in the Aerospace Program (APR 85)

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

- 52.219-9 Small Business Subcontracting Plan (JAN 02) (Applies only if Seller is not a small business. "Contracting Officer" in paragraph (c) means Buyer.)
- 18-52.219-74 Use of Rural Area Small Businesses (SEP 90)

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

- 52.227-16 Additional Data Requirements (JUN 87)
- 252.227-7016 Rights in Bid or Proposal Information (JUN 95)
- 252.227-7030 Technical Data - Withholding of Payment (MAR 00) (This clause applies only if the delivery of data is required by this contract.) ("Contracting Officer" and "Government" means Buyer.)

## **Additional Provisions:**

**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.

**TRUTH IN NEGOTIATIONS ACT - MODIFICATIONS.** (Applies if certified cost or pricing data was not provided.) Seller shall comply with the provisions of FAR 52.215-11 and 52.215-13 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.

**ELECTRICAL EQUIPMENT ACQUISITION** (This Article is applicable if the Contract involves acquisition of off-the-shelf electrical equipment for delivery to or use by JPL or its designees.) The electrical equipment being provided by the Seller under this Contract shall be listed by Underwriters Laboratory, Factory Mutual Insurance Association, Canadian Standards Association or similar organization of recognized standing. In the event that the equipment does not carry an appropriate approval, the individual components making up the item must be listed. Proof of listing shall be provided with delivery of the equipment in the form of accompanying data or labels. Any item not conforming to these requirements may be returned to the Seller at the Seller's expense. The Seller agrees to require subcontractors, if any, which supply electrical equipment for delivery to or use by JPL or its designees to comply with this Article.

### **PROHIBITION OF CONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT IN CONTRACT**

**PERFORMANCE.** The Contractor, its employees, agents and subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this contract without prior approval of JPL. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that the Contractor has in effect Aircraft Liability Insurance coverage of not less than \$5,000,000 for all deaths, injuries and property damage arising from one accident or occurrence. The Contractor shall be required as a condition of JPL's approval to submit an endorsement naming the Institute as an additional insured in such aircraft liability insurance policy. The Contractor shall include this provision in any subcontract involving travel subject to JPL approval or requiring that the subcontractor utilize a privately owned (noncommercial) aircraft.

### **RELEASE OF INFORMATION**

- (a) The Contractor agrees that all information released by the Contractor for publicity or promotional purposes (e.g., news and photo releases, exhibit copy, motion picture scripts, advertising copy) directly related to the Contractor's work with and for JPL will be submitted to JPL for review for technical accuracy prior to issuance.
- (b) The Contractor agrees to insert this clause including this paragraph in all subcontracts.

**REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)**

- (a) This Article is applicable if certified cost or pricing data is required or if any pre-award or post-award cost determinations will be subject to FAR Part 31.
- (b) The Contractor shall promptly notify the JPL Negotiator in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Institute for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this Article in all subcontracts under this Contract that meet the applicability requirements of FAR 15.408(j).

**UNION DATA FOR ON-SITE CONTRACTORS** (This Article applies [i] to any time-and-material or labor-hour contract where the work is performed at a JPL-controlled facility and [ii] to any other contract for which any contractor personnel work in residence at a JPL-controlled facility. Work performed outside the United States is exempt from the requirements of this Article.) The Contractor shall provide JPL-requested union information, including union information pertaining to its Subcontractors, if any, on the “request for Union Data Regarding On-Site Contractors and Their Subcontractors,” set forth below. A copy of this form (Sample shown below), filled in, shall be returned to the cognizant negotiator’s attention. Any changes in the data, such as the addition of a new union subcontractor, shall be provided to JPL through timely resubmission of the following form:

Request for Union Data Regarding On-Site Contractors and Their Subcontractors

- 1. Date:
- 2. Contract number:
- 3. Scheduled Contract completion date:
- 4. Contractor name:
- 5. Total number of on-site personnel:
- 6. Cognizant Negotiator:
- 7. Subcontractors under this Contract with union personell working on-site at JPL-controlled facilities.

Number of Subcontractor Personnel at JPL Site:

<u>Subcontractor</u>	<u>Total Personnel</u>	<u>No. of Union Personnel</u>
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- 8. Brief description of scope of work and location of work site sufficient to locate the union contract and subcontract workers.
- 9.
  - a. Local union name:
  - b. Number of on-site Contractors/subcontractor personnel represented:
  - c. Name, phone number and address of business agent representing the local union.
    - (1) Name:
    - (2) Phone:
    - (3) Address:
  - d. Expiration date of labor agreement:
  - e. (1) If applicable, the employer association responsible for negotiating each agreement for Contractor/subcontractor:  
 (2) If applicable, the names of Contractor’s/subcontractor’s local employer representatives who take part in such negotiations:
- 10. Name, phone number and address of the Contractor’s/subcontractor’s representative who is responsible

for handling labor relations/human resources issues:

- a. Name:
- b. Phone:
- c. Address:

*(Note: For items 8., 9., and 10., provide for each union and also for each on-site subcontractor, as applicable.)*

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A = ADDED  
D = DELETED  
R = REVISED