

Date: April 2002

**EXHIBIT A****GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT F0200017**

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 28, 2002.

<b><u>FAR/NASA_</u></b> <b><u>Reference</u></b>	<b><u>Title</u></b>	
52.215-15	(DELETED) [D/Orig.]	
52.215-18	(DELETED) [D/Orig.]	
52.215-19	(DELETED) [D/Orig.]	
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 (FEB 99) [Subparagraphs (b)(1) through (11)]	
52.225-8	Duty-Free Entry (FEB 00)	
52.225-13	Restrictions on Certain Foreign Purchases (JUL 00) ("Contracting Officer" means Buyer.)	A/Orig.
52.227-1	Authorization and Consent (JUL 95)	R/Orig.
52.227-11	(DELETED)	D/Orig.
52.242-15	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)	
52.244-6	Subcontracts for Commercial Items (DEC 01)	R/Orig.
52.246-9	(DELETED)	D/Orig.
52.246-23	(DELETED)	D/Orig.
18-52.208-81	Restrictions on Printing and Duplicating (AUG 93)	
18-52.219-74	Use of Rural Area Small Businesses (SEP 90)	
18-52.223-72	Safety and Health (Short Form) (MAY 01)	
18-52.223-74	Drug- and Alcohol-Free Workforce (MAR 96)	
18-52.225-70	Export Licenses. (FEB 00)	

**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 Specified 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)	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 91) (Seller's signed proposal provided the required certification.)	
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.)	
52.223-13	Certification of Toxic Chemical Release Reporting (OCT 00)	A/Orig.
52.223-14	Toxic Chemical Release Reporting (OCT 00) (Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) means Buyer.)	
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.)	
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 <u>not</u> a small business. "Contracting Officer" in paragraph (c) means Buyer.)	R/Orig.
52.230-2	(DELETED)	D/Orig.
52.230-6	(DELETED)	D/Orig.
18-52.219-75	Small Business Subcontracting Reporting (MAY 99)	
18-52.219-76	NASA 8 Percent Goal (JUL 97)	

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

52.227-14	Rights in Data - General (JUN 87)	R/Orig.
-----------	-----------------------------------	---------

52.227-16	(DELETED)	D/Orig.
18-52.227-70	New Technology (NOV 98)	
18-52.227-71	Requests for Waiver of Rights to Inventions (APR 84)	
18-52.227-72	(DELETED)	D/Orig.

**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. (DELETED) [D/Orig.]

**Special Contract Requirements:**

Export Licenses (DELETED) [D/Orig.]

Handling of Data (DELETED; now Typing Note F310) [D/Orig.]

A = ADDED

D = DELETED

R = REVISED