

Date: November 7, 2003

**EXHIBIT A**  
**GOVERNMENT PROVISIONS**  
**APPLICABLE TO**  
**PRIME CONTRACT F19628-01-D-0016 Block 40/45**

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 September 2003.

**FAR/DFARS**

<b><u>Reference</u></b>	<b><u>Title</u></b>	
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 (AUG 00) ("Contracting Officer" means Buyer.)	
52.211-15	Defense Priority and Allocation Requirements (SEP 90)	
52.215-15	Pension Adjustments and Asset Reversions (DEC 98) ("Contracting Officer" means Buyer and Seller's cognizant ACO.) (Applicable only if contract is other than firm-fixed-price or if certified cost or pricing data was provided.)	
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	(DELETED)	D/Org
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	Hazardous Material Identification and Material Safety Data (JAN 97) (Applies only if hazardous material will be delivered)	
52.224-1	(DELETED)	D/Prel. Rev. B
52.224-2	(DELETED)	D/Prel. Rev. B
52.225-13	Restrictions on Certain Foreign Purchases (JUL 00) ("Contracting Officer" means Buyer.)	
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.]	
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (DEC 94)	

52.242-15	Stop Work Order (AUG 89), Alt I (AUG 89) ("Contracting Officer means Buyer")	
52.244-5	Competition in Subcontracting (DEC 96)	
52.244-6	Subcontracts for Commercial Items and Commercial Components (MAY 02)	A/Prel. Rev. A
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)	
252.223-7007	(DELETED)	D/Prel. Rev. B
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 91)	
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components) (AUG 00)	
252.225-7014	Preference for Domestic Specialty Metals, Alt. I (MAR 98) (Applies only if contract item contains specialty metals.)	
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 00) (Applies only if contract item contains ball or roller bearings.)	
252.225-7025	Restriction on Acquisition of Forgings (JUN 97) (Applies only if delivered items could contain forging items)	
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 01)	
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)	
252.227-7034	(DELETED)	D/Prel. Rev. A
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.)	
252.243-7001	Pricing of Contract Modifications (DEC 91)	
252.243-7002	Requests for Equitable Adjustment (MAR 98)	
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	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), Alt I (OCT 97) (Excluding paragraph (b)). (Not applicable if only services will be provided.)
- 52.222-2 Payment for Overtime Premiums (JUL 90)
- 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.)
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95)
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96) In paragraph (e), "two weeks" is changed to 10 days.)

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

- 52.219-9 (DELETED) D/Org
- 52.230-2 Cost Accounting Standards (APR 98) (This clause applies only if Seller is subject to Cost Accounting Standards (CAS).)
- 52.230-6 Administration of Cost Accounting Standards (NOV 99) (Add "Buyer and "before "Contracting Officer" in paragraph (e).)
- 252.219-7003 (DELETED) D/Prel. Rev. B

**The following clause also applies 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)
- 252.227-7015 Technical Data--Commercial Items (JUN 95). This clause applies only if the delivery of data is required for commercial items under this contract.)
- 252.227-7016 Rights in Bid or Proposal Information (JUN 95)
- 252.227-7018 (DELETED) D/Prel. Rev. B
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (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.)

252.227-7036 Declaration of Technical Data Conformity (JAN 97)

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 99)

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

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (MAY 96)

A/Prel. Rev. A

**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.

**Additional Provisions:**

**TECHNICAL REVIEW (MITRE) (MAY 97) (Clause H004 of the prime contract)**

1. The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this purchase contract.

2. Explanation of MITRE Role

a. Technical Review is defined as the process of continually reviewing the technical efforts of contractors. It does not include any modification, realignment, or redirection of contractor efforts under this purchase contract; such action may be effected only by the prior written direction of the Buyer.

b. The purpose of the review is to:

(1) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(2) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(3) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the

Government.

c. The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

3. The Seller agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including non-sensitive cost and schedule) concerning this purchase contract to the same degree such access is accorded Government project personnel.

4. It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Seller's technical efforts and/or contract requirements shall be effected only by the written direction of the Buyer.

#### **TECHNICAL REVIEW (BAE/ESI) (NOV 2002) (Clause H005 of the prime contract)**

1. The Government has contracted with The BAE/ESI as the lead ITSP contractor within SR for the services of a technical group, which under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs. AS the lead, there are several subcontractors who also provide services under BAE/ESI. The subcontractors under BAE/ESI are Gemini, Quantech, Roccomar, Titan and its subsidiaries, and AEGIS. The following is a breakdown of the efforts under this contract.

#### 2. Explanation of BAE/ESI Role

a. Technical Review is defined as the process of continually reviewing the technical efforts of contractors. It does not include any modification, realignment, or redirection of contractor efforts under this contract; such action may be effected only by the prior written direction of the Buyer.

b. During the review, BAE/ESI and its subcontractors will:

(1) Evaluate from a technical standpoint whether system concept and performance can be achieved on schedule and within cost.

(2) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(3) Assure that BAE/ESI has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

c. The BAE/ESI has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

3. The Seller agrees to cooperate with BAE/ESI by engaging in technical discussions with BAE/ESI personnel, and permitting BAE/ESI personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

4. It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Seller's technical efforts and/or contract requirements shall be effected only by the written direction of the Buyer.

#### **TECHNICAL REVIEW (TITAN) (NOV 2002) (Clause H006 of the prime contract)**

1. The Government has contracted with TITAN as the lead ITSP contractor within AW for the services of a technical group, which under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs. AS the lead, TITAN has several subcontractors, of which BAE/ESI, EDSI and Windmill are subcontractors. The following is a breakdown of the efforts under this contract.

#### 2. Explanation of EDSI, BAE, and Windmill Role

a. Technical Review is defined as the process of continually reviewing the technical efforts of contractors. It does not include any modification, realignment, or redirection of contractor efforts under this contract; such action may be effected only by the prior written direction of the Buyer.

b. During the review, EDSI, BAE, and Windmill will:

(1) Evaluate from a technical standpoint whether system concept and performance can be achieved on schedule and within cost.

(2) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(3) Assure that EDSI, BAE, and Windmill has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

c. EDSI, BAE, and Windmill has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

3. The Seller agrees to cooperate with EDSI, BAE, and Windmill by engaging in technical discussions with EDSI, BAE, and Windmill personnel, and permitting TITAN personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

4. It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Seller's technical efforts and/or contract requirements shall be effected only by the written direction of the Buyer.

**ACCESS TO GOVERNMENT INSTALLATIONS (MAR 2001) (Clause H09 of the prime contract) [A/Prel. Rev. A]**

1. Prior to commencing work under the terms of a delivery order, the Seller shall contact the Buyer and security or military police and/or the sponsoring organization at the installation responsible for each installation where the work is required under that delivery order and obtain all necessary passes/access badges for persons employed by him who will require access to the installation. Employees without passes who enter the worksite for any reason will be subject to such actions and fines as described in the local security regulations and procedures.

2. The Seller agrees to abide by all regulations and procedures as stipulated by the security or military police concerned and to surrender all passes issued to him in accordance with the installation procedures.

**SECURITY NOTIFICATION (MAR 2001) (Clause H25 of the prime contract) [A/Prel. Rev. A]**

The Seller shall verbally notify the PCO and Buyer within one (1) work day of any changes to the Seller's facility clearance, mailing address, and/or location of contract performance. The verbal notification will be confirmed in writing within three (3) work days.

**RESPONSIBILITY UNDER CLEAR ACCOUNTABILITY IN DESIGN (CAID) (MAR 2001) (Clause H25 of the prime contract)**

Notwithstanding the right of the Government to review the Seller's efforts and progress, and particularly with reference to, specifications, and data items, which may be provided for elsewhere in this purchase contract, it is expressly understood that the Seller is completely responsible for the compliance of purchase contract end items with the provisions of this purchase contract, and any reviews and approvals given by the Government do not relieve the Seller of this responsibility.

A = ADDED  
D = DELETED  
R = REVISED

