

Date: May 13, 2003

EXHIBIT A

GOVERNMENT PROVISIONS APPLICABLE TO PRIME CONTRACT F33657-03-D-2036

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 March 7, 2003.

FAR/DFARS

<u>Reference</u>	<u>Title</u>
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.)
52.215-15	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)
52.215-21	
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.)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (SEP 02)
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)
52.225-8	Duty-Free Entry (FEB 00)
52.225-13	Restrictions on Certain Foreign Purchases (JUL 00) ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent (JUL 95)
52.227-10	Filing of Patent Applications - Classified Subject Matter (APR 84) (Applies only if contract will involve access to classified information)
52.227-12, Alt. I	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)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 84) (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)
52.242-3	Penalties for Unallowable Costs (MAY 01)

52.242-15 Stop Work Order (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 01)

52.245-17 Special Tooling (APR 84) (This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.)

52.246-25 Limitation of Liability -- Services (FEB 97)

52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97)

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)

252.223-7006, Alt. I Prohibition on Storage and Disposition of Toxic and Hazardous Materials (APR 93)

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)

252.225-7010 Duty-Free Entry--Additional Provisions (AUG 00)

252.225-7012 Preference for Certain Domestic Commodities (APR 02)

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.)

252.225-7017 Prohibition on Award to Companies Owned by the People's Republic of China (FEB 00)

252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (JUN 97) ("Contracting Officer" means Buyer. Applies only if a contract item contains such carbon fiber.)

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)

252.235-7003 Frequency Authorization (DEC 91) (Applies only if contract involves developing, producing, testing or operating a device requiring radio frequency authorization.)

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)

252.243-7002 Requests for Equitable Adjustment (MAR 98)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (MAR 00)

252.245-7001 Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.

252.246-7000 Material Inspection and Receiving Report (DEC 91)

52.247-7024 Notification of Transportation of Supplies by Sea (MAR 00) ("Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" means Buyer.)

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) (Excluding paragraph (b)). (Not applicable if only services will be provided.)

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.)

52.246-24 Limitation of Liability -- High-Value Items (Feb 1997) ["Government's" shall mean Government's or Buyer's in paragraph (e).

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 (MAR 00) (In paragraph (d) "45 days" is changed to 60 days.)

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:

52.230-2 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).)

252.225-7026 Reporting of Contract Performance Outside the United States" (JUN 00) (not applicable if only commercial products are involved.) (This clause applies only if this contract is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.)

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)
252.227-7026	Deferred Delivery of Technical Data (APR 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 88)
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:

5352.204-9000	Notification of Government Security Activity (MAY 96) (Applies only if work will be performed on a Government installation.)
5352.223-9001	Health and Safety on Government Installations (JUN 97) (Applies only if work will be performed on a Government installation.)

Additional Provisions:

AEROSPACE ENABLING CLAUSE FOR TECHNICAL REVIEW

- a. The Air Force has entered into a contract with The Aerospace Corporation for the services of a technical group that will support the ABL program office by performing Technical Review tasks.
- b. Technical Review (TR) is the process of appraising the technical performance of the Seller through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the ABL program office as an independent technical assessment for their consideration for modifying the program or redirecting the Seller's efforts to assure timely and economical accomplishment of program objectives.
- c. In the performance of this contract, the Seller agrees to cooperate with the Aerospace Corporation and Buyer by responding to invitations from authorized personnel 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 form and excluding financial data; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of the contract; and by allowing observation of technical activities by appropriate Aerospace and Buyer technical personnel, except of certain commercial technical data related to Boeing Commercial aircraft as identified in commercial terms set forth in Contract F3367-03-C-0008, purchase of the Block 2008 Boeing Commercial Aircraft. The Aerospace personnel engaged in technical review effort are authorized access to any technical information pertaining to the contract, except for data which Boeing Commercial Aircraft reserves the right to approve access to all Boeing Commercial Aircraft data, such access would be granted only under commercial terms set forth in Contract F3367-03-C-0008, purchase of the Block 2008 Boeing Commercial Aircraft and shall be used for evaluation purposes only.
- d. The Seller further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph "c" above, subject to coordination with the Buyer. This agreement does not relieve the

Seller of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government, Buyer or The Aerospace Corporation and such subcontractors.

SUBCONTRACTOR WARRANTIES (APR 2003). In addition to any other warranty rights and remedies by the contract, the Seller shall assure that all subcontractor warranties/guarantees applicable to the accessories, equipment and parts installed in or provided as a part of the (end item) purchased under this contract are fully available to, and for the benefit of the Government for the life time of such warranties and shall enforce these warranties on behalf of the Government consistent with the Contracting Officer or Buyer's direction and the terms of the applicable warranty so long as such warranties shall remain in effect.

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.

A = ADDED
D = DELETED
R = REVISED