

Date: June 25, 2004

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT N00019-04-C-3146**

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 June 14, 2004.

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.)
52.211-15	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)
52.219-8	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)
52.225-13	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, 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, 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)
52.242-15	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.)
52.244-5	Competition in Subcontracting (DEC 96)

Date: June 25, 2004

- 52.244-6 Subcontracts for Commercial Items and Commercial Components (MAY 01)
- 52.246-25 Limitation of Liability -- Services (FEB 97)
- 252.204-7000 Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)
- 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 (APR 03)
- 252.225-7012 Preference for Certain Domestic Commodities (FEB 03)
- 252.225-7013 Duty-Free Entry (APR 03)
- 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 (APR 03) (Applies only if contract item contains ball or roller bearings.)
- 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.)
- 252.225-7025 Restriction on Acquisition of Forgings (JUN 97) (Applies only if delivered items could contain forging items)
- 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)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 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)
- 252.243-7002 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.
- 252.247-7024 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)

Date: June 25, 2004

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)
- 52.203-6 Alt I Restrictions on Subcontractor Sales to the Government (JUL 95) – Alt. I
- 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 (AUG 03) (Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) 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)
- 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (JUN 00). (Should be flowed down in DoD contracts to subcontractors when contract is for "other than commercial items" and exceeds \$100,000.)
- 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:

- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 97). [Contracting Officer shall mean Buyer.]
- 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.)
- 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).)

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)

Date: June 25, 2004

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)
252.227-7019	Validation of Asserted Restrictions - Computer Software (JUN 95)
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)
252.246-7001	Warranty of Data (DEC 91) ("Contracting Officer" means Buyer.)

The following NAVAIR clauses are applicable as indicated:

5252.227-9507 Notice Regarding the Dissemination of Export-Controlled Technical Data (SEP 2003) (Deviation)

- (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.
- (b) For violation of export laws, the contractor, its employees, officials or agents are subject to:
 - (1) Imprisonment and/or imposition of criminal fines; and
 - (2) Suspension or debarment from future Government contracting actions.
- (c) The contractor shall include the provisions or paragraphs (a) through (b) above in any subcontracts awarded under this contract.

(End of clause)

5252.211-9502 Government Installation Work Schedule (OCT 1994) (NAVAIR)

- (a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- (b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

(End of clause)

5252.228-9501 LIABILITY INSURANCE (SEP 2003) (Deviation)

The following types of insurance are required in accordance with the clause entitled, "Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

Date: June 25, 2004

- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

(End of clause)

5252.245-9500 I Government Property for the Performance of This Contract (APR 1998) – Alt I (APR 1998)
(NAVAIR)

- (a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.
- (b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): N00019-92-C-0059, N00019-96-C-0065, N00019-97-C-0136, N00019-98-G-0037, N00019-99-C-1226, N00019-00-C-0367, N00019-01-C-0012, N00019-01-C-0074, N00019-95-C-0198 (Raytheon)

- (c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)
 - (1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.
 - (2) Special Tooling (as defined in FAR 45.101):

None
 - (3) Special Test Equipment (as defined in FAR 45.101):

None
 - (4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

None

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

- (5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

See Attachment 12

Date: June 25, 2004

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

- (A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;
 - (B) the agency peculiar property shall be accounted for under this contract; and
 - (C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.
- (d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)
- (1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.
 - (2) Material (as defined in FAR 45.301):

See Attachment 12

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

- (3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

ITEM DESCRIPTION	NSN OR P/N	QTY	NEEDED LOCATION	AVAILABILITY DATES
KYK-13 Crypto Loading Device	5810-01-026-9618 CS KYK-13	4	Boeing - Kent	8/7/06 - 7/31/13
KYK-13 Crypto Loading Device	5810-01-026-9618 CS KYK-13	4	Boeing - Kent	3/20/08 - 7/31/13
KYK-13 Crypto Loading Device	5810-01-026-9618 CS KYK-13	4	Boeing - Kent	1/6/09 - 7/31/13
KYK-13 Crypto Loading Device	5810-01-026-9618 CS KYK-13	2	Boeing - Kent	11/29/10 - 7/31/13
KYK-13 Crypto Loading Device	5810-01-026-9618 CS KYK-13	4	Boeing - Kent	7/23/10 - 7/31/13
TSEC	KG-40A	2	Boeing - Kent	8/7/06 - 7/31/13
TSEC	KG-40A	2	Boeing - Kent	3/20/08 - 7/31/13
TSEC	KG-40A	2	Boeing - Kent	1/6/09 - 7/31/13
TSEC	KG-40A	1	Boeing - Kent	11/29/10 - 7/31/13
TSEC	KG-40A	2	Boeing - Kent	7/23/10 - 7/31/13
Security Unit	KG-84	2	Boeing - Kent	8/7/06 - 7/31/13
Security Unit	KG-84	2	Boeing - Kent	3/20/08 - 7/31/13
Security Unit	KG-84	2	Boeing - Kent	1/6/09 - 7/31/13
Security Unit	KG-84	1	Boeing - Kent	11/29/10 - 7/31/13
Security Unit	KG-84	2	Boeing - Kent	7/23/10 - 7/31/13

Date: June 25, 2004

Control Unit	KGX-40	2	Boeing - Kent	8/7/06 - 7/31/13
Control Unit	KGX-40	2	Boeing - Kent	3/20/08 - 7/31/13
Control Unit	KGX-40	2	Boeing - Kent	1/6/09 - 7/31/13
Control Unit	KGX-40	1	Boeing - Kent	11/29/10 - 7/31/13
Control Unit	KGX-40	2	Boeing - Kent	7/23/10 - 7/31/13
Misc. CRYPTO	KIV-7	4	Boeing - Kent	8/7/06 - 7/31/13
Misc. CRYPTO	KIV-7	4	Boeing - Kent	3/20/08 - 7/31/13
Misc. CRYPTO	KIV-7	4	Boeing - Kent	1/6/09 - 7/31/13
Misc. CRYPTO	KIV-7	2	Boeing - Kent	11/29/10 - 7/31/13
Misc. CRYPTO	KIV-7	4	Boeing - Kent	7/23/10 - 7/31/13
ANDVT	KYV-5	4	Boeing - Kent	8/7/06 - 7/31/13
ANDVT	KYV-5	4	Boeing - Kent	3/20/08 - 7/31/13
ANDVT	KYV-5	4	Boeing - Kent	1/6/09 - 7/31/13
ANDVT	KYV-5	2	Boeing - Kent	11/29/10 - 7/31/13
ANDVT	KYV-5	4	Boeing - Kent	7/23/10 - 7/31/13

Also see Attachment 12

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

ITEM DESCRIPTION	NSN OR P/N	QTY	NEEDED LOCATION	AVAILABILITY DATES
Frigate Class	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Destroyer Class	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Cruiser Class	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Amphibious Class	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Carrier Class	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Patrol Boat	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Rigid Inflatable Boat	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)

Date: June 25, 2004

Simulated High Speed Maneuverable Surface Target	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
QST-35 Seaborne Powered Target	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Simulated Periscope Targets	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Los Angeles Class Submarine	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Ohio Class Submarine	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
P-3 Orion	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
E2-C Hawkeye	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
E6 Mercury	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
EA-6B Prowler	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
RQ-2A Pioneer (Unmanned)	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Missile Targets - Simulated Boats	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
BQM-36 with modified IR signature and ALE-47s	BQM-36	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Rigid Inflatable Boat	N/A	1	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
MK-30 Target Torpedo	MK-30	2	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
JCS/CES special signal support	N/A	N/A	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Data Link Communications	N/A	N/A	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Threat Air Defense Lab	N/A	N/A	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
Electronic Warfare Integrated Systems Test Laboratory	N/A	N/A	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
High Performance Computing Center	N/A	N/A	NAWC-AD	Feb-11 to Sep-12 (Periodic Use)
McKinley Climatic Laboratory (3mos)	N/A	N/A	Eglin AFB	Sep-12 to Jan-13
EW Test Range	N/A	N/A	Cherry Point, NC	Feb-11 to Sep-12
EW Test Range	N/A	N/A	NAWC-WD, China Lake	May 12 to Sep 12
Nanoose Test Range	N/A	N/A	Naval Undersea Warfare Center (NUWC) Division Keyport	Jan-12 to Sep 12
Air Combat Environment T&E Facility (ACETEF) including Anechoic / Shielded Hangar	N/A	N/A	NAWC-AD, Patuxent River	Feb-11 to Sep 12
Atlantic Test Range	N/A	N/A	NAWC-AD, Patuxent River	Apr-10 to Sep 12
Avionics Closed Loop Test Facility (ACLTF)	N/A	N/A	NAWC-AD, Patuxent River	Apr-10 to Sep 12

Date: June 25, 2004

Communications, Navigation and Identification Lab	N/A	N/A	NAWC-AD, Patuxent River	Apr-10 to Sep 12
Electromagnetic Environmental Effects (E3) test facility	N/A	N/A	NAWC-AD, Patuxent River	Sep-12 to Apr-13
Naval IFF T&E Lab (NIFFTE)	N/A	N/A	NAWC-AD, Patuxent River	Feb-11 to Sep 12
NAWCAD	N/A	N/A	NAWC-AD, Patuxent River	Apr-10 to Apr-13
Inshore and offshore ranges	N/A	N/A	NAWC-AD, Patuxent River	Apr-10 to Sep 12
Dabob Bay Range	N/A	N/A	NUWC Division Keyport	Jan-12 to Sep-12 (Periodic Use)

- (f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)
- (1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.
- | | | |
|-----------------|---------------|--|
| | | Bailment Agreement
Under which
Accountable |
| (2) Description | Serial Number | <u>None</u> |
- (3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.
- (g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.
- (h) Installation Cost. The price of this contract constitutes full compensation to the contractor for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.
- (i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.
- (j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.
- (k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.
- (l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.
- (m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the

Date: June 25, 2004

Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

- (n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

GOVERNMENT FURNISHED INFORMATION

In addition to the Government Furnished Information (GFI) listed in Attachment 12, the Government will sponsor the contractor in obtaining the following items:

ITEM DESCRIPTION	NSN OR P/N	QTY	NEEDED LOCATION	AVAILABILITY DATES
"Bell Ringer" Sub Algorithms developed for ARCI program by Lockheed Martin Orincon Defense and Johns Hopkins University Applied Physics Lab	N/A	1	Boeing - Anaheim	11/23/2004 - 7/31/13
Subscriptions for Crypto Keys	N/A	2	Boeing - Kent	8/7/06 to 11/14/07
Subscriptions for Crypto Keys	N/A	2	Boeing - Kent	3/20/08 to 11/20/08
Subscriptions for Crypto Keys	N/A	2	Boeing - Kent	1/5/09 to 7/31/13
NIMA Map Database	N/A	1	Boeing - Kent	12/15/04 to 7/31/13
SIPERNET IP Address/Accounts	N/A	1	Boeing - Kent	12/15/04 to 7/31/13
Gov't Ground Account for SIPERNET	N/A	1	Boeing - Kent	12/15/04 to 7/31/13
Appropriate algorithms, code and databases to perform operator-assisted classification of ISAR or EO/IR images.	N/A	1	Boeing - Kent	3/28/2005 to 7/31/13
Joint Mission Planning System (JMPS) -- Maritime Algorithms, code and databases	N/A	1	Boeing - Kent	12/15/04 to 7/31/13
JMPS Unique Planning Component (UPC) for SLAM ER Missile (AGM-84H SLAM-ER) planning (under current development by Boeing and scheduled for JMPS release in 2005	N/A	1	Boeing - Kent	3/28/2005 to 7/31/13
JMPS Unique Planning Component (UPC) for Harpoon Missile (AGM-84D Block 1C, AGM-84L Block II) planning (under current development by Boeing and scheduled for JMPS release in 2005	N/A	1	Boeing - Kent	3/28/2005 to 7/31/13
IDF-120 Board Set (Digitizer and Digital Signal Processor) and associated software	N/A	6	Baltimore, MD	7/7/05 to 7/31/13
Geo Analysis Software	N/A	5	Baltimore, MD	7/7/05 to 7/31/13
APR-39B(V)2 Preflight Load Data	N/A	3	Baltimore, MD	3/28/2005 to 7/31/13

(End of clause)

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.

Date: June 25, 2004

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 - 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.

A = ADDED
D = DELETED
R = REVISED