

Date: May 2002

**EXHIBIT A****GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT NAS3-02067**

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 May 9, 2002.

**FAR/NASA****Title****Reference**

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)]
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97) (Applies only if hazardous material will be delivered)
52.227-1, Alt. I	Authorization and Consent (JUL 95, APR 84)
52.227-11	Patent Rights - Retention by Contractor (Short Form) (JUN 97) (Applies only if Special Provision F.1 is included and Seller is a small business or non-profit organization.)
52.242-15	Stop Work Order (AUG 89), Alt I (APR 84) ("Contracting Officer" means Buyer)
52.244-5	Competition in Subcontracting (DEC 96)
52.244-6	Subcontracts for Commercial Items and Commercial Components (MAY 01)
52.246-23	Limitation of Liability (FEB 97) (This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
52.246-25	Limitation of Liability -- Services (FEB 97) (This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
18-52.208-81	Restrictions on Printing and Duplicating (OCT 01)
18-52.219-74	Use of Rural Area Small Businesses (SEP 90)
18-52.223-70	Safety and Health (MAY 01) (Applies if contract involves use of hazardous materials or operations, or if it exceeds \$1,000,000.)
18-52.227-70	New Technology (NOV 98) (Applies only if the contract involves experimental, developmental or research work.)

18-52.245-73 Financial Reporting of NASA Property in the Custody of Contractors  
(AUG 01)

**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.)

52.223-14 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). This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.]

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.)

52.230-2 Cost Accounting Standards (APR 98) (This clause applies only if Seller is subject to Cost Accounting Standards (CAS).)

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)

18-52.227-14 Rights in Data -- General (OCT 95)

### **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.

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A = ADDED

D = DELETED

R = REVISED