

Date: October 2002

EXHIBIT A

GOVERNMENT PROVISIONS

APPLICABLE TO

PRIME CONTRACT PA6101

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 listed below or cited elsewhere in the contract shall be those in effect in 2 August 1991, except for FAR 52.244-6 which is effective as of 25 November 1996.

<u>FAR/DFARS REFERENCE</u>	<u>TITLE</u>	
52.203-6	Restrictions on Contractor Sales to the Government	
52.204-2	Security Requirements (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)	
52.210-5	New Material ("Contracting Officer" means Buyer.)	
52.210-7	Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property	
52.215-26	Integrity of Unit Prices (Excluding paragraph (c))	
52.215-27	Termination of Defined Benefit Pension Plans ("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.)	
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	
52.222-1	Notice of Labor Disputes ("Contracting Officer" means Buyer.)	
52.222-26	Equal Opportunity	A/Rev. K
52.223-3	Hazardous Material Identification and Material Safety Data (Applies only if hazardous material will be delivered.)	
52.225-10	Duty-Free Entry	
52.227-1, Alt. I	Authorization and Consent	

52.227-10	Filing of Patent Applications - Classified Subject Matter (Applies only if contract will involve access to classified information.)	
52.227-12	Patent Rights - Retention by Contractor (Long Form) (Applies only if Special Provision F.1 is included and Seller is <u>not</u> a small business or non-profit organization.)	
52.229-10	State of New Mexico Gross Receipts and Compensating Tax (This A/Rev. K clause applies only if (1) this contract is a cost-reimbursement contract; (2) this contract directs or authorizes Seller to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vest in the United States upon delivery of the property by the subcontractor; and (3) this contract is for services to be performed in whole or in part in the State of New Mexico.)	
52.237-2	Protection of Government Buildings, Equipment and Vegetation. (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)	
52.242-15	Stop Work Order	
52.244-6	Subcontracts for Commercial Items and Commercial Components	
52.247-63	Preference for U.S.-Flag Air Carriers	
252.208-7000	Required Sources for Miniature and Instrument Ball Bearings	
252.208-7001	Required Sources for Precision Components of Mechanical Time Devices	
252.208-7002	Required Sources for High-Purity Silicon	
252.208-7003	Required Sources for High-Carbon Ferrochrome	
252.208-7006	Required Sources for Antifriction Bearings	
252.215-7000	Pricing Adjustments	
252.223-7001	Hazard Warning Labels (This clause applies only if Seller delivers hazardous material under this contract.)	
252.223-7002	Safety Precautions for Ammunition and Explosives (Applies only if contract involves ammunition or explosives.)	
252.223-7003	Change in Place of Performance -- Ammunition and Explosives (Applies only if DFARS 252.223-7002 applies.)	A/Rev. K
252.225-7002	Qualifying Country Sources	
252.225-7023	Acquisition of Foreign Machine Tools	

252.228-7006 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles

252.231-7000 Supplemental Cost Principles

The following clause also applies if the contract price exceeds \$2,500:

52.222-36 Affirmative Action for Handicapped Workers

The following clauses also apply if the contract price exceeds \$10,000:

52.215-1 Examination of Records by Comptroller General

52.215-2 Audit Negotiations

52.222-20 Walsh-Healy Public Contracts Act

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans

52.222-37 Employment Report on Special Disabled Veterans and Veterans of the Vietnam Era

The following clauses also apply if the contract price exceeds \$100,000:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Seller's signed proposal provided the required certification.)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (The disclosures of Seller and its lower tier subcontractors required by paragraph (c) shall be submitted to Buyer's Material Representative.)

52.212-8 Defense Priority and Allocation Requirements A/Rev. K

52.223-2 (DELETED) D/Rev. M

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. ("Contracting Officer" means Buyer.)

52.246-24 Limitation of Liability -- High-Value Items A/Rev. K

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels

252.204-7005 Overseas Distribution of Defense Subcontract Dollars

252.209-7001 Acquisition from Subcontractors Subject to On-Site Inspection
Under the Intermediate - Range Nuclear Forces (INT) Treaty

The following clause also applies if the contract price exceeds \$500,000:

52.215-24	Subcontractor Cost or Pricing Data (OCT 95)	A/Rev. K
52.230-3	Cost Accounting Standards	A/Rev. K
52.230-4	Administration of Cost Accounting Standards	A/Rev. K
52.219-9	Small Business Subcontracting Plan (Applies only if Seller is <u>not</u> a small business. "Contracting Officer" in paragraph (c) means Buyer.)	A/Rev. M
252.219-7003	Small, Small Disadvantaged and Women-Owned Business Small Business Subcontracting Plan (DoD Contracts) (APR 96)	A/Rev. M

The following clause also applies if the contract price exceeds \$1,000,000:

252.210-7005 Acquisition Streamlining

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

252.227-7013	Rights in Technical Data and Computer Software
252.227-7018	Restrictive Markings on Technical Data
252.227-7026	Deferred Delivery of Technical Data
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7029	Identification of Technical Data
252.227-7036	Certification of Technical Data Conformity
252.227-7037	Validation of Restrictive Markings on Technical Data

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

5352.204-9000	Notification of Government Security Activity (Applies only if work will be performed on a Government installation.)
5352.223-9001	Safety and Accident Prevention (Applies only if work will be performed on a Government installation.)

Additional Provisions:

PRICING OF ADJUSTMENTS. When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, or when the allowability of costs under this contract are to be determined, determination of such costs shall be in accordance with FAR Part 31. [A/Rev. K]

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 ten working days after receipt of DO rated or five days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer. [A/Rev. K]

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. [A/Rev. K]

TRUTH IN NEGOTIATIONS ACT. (Applicable if certified cost or pricing data was provided.) Seller shall comply with the provisions of FAR 52.215-24 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/Rev. K]

A = ADDED

D = DELETED

R = REVISED