Boeing Defense & Space Group

## **Boeing Defense & Space Group**

Date: September 1997

# **EXHIBIT A**

## **GOVERNMENT PROVISIONS**

## **APPLICABLE TO**

#### **PRIME CONTRACT N66001-97-C-6002**

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 June 1995.

#### FAR/DFARS Reference Title

52.215-26 Integrity of Unit Prices (Excluding paragraph (c))

52.215-40 Notification of Ownership Changes

52.222-1 Notice of Labor Disputes ("Contracting Officer" means Buyer.)

52.223-3 Hazardous Material Identification and Material Safety Data (Applies only if hazardous material will be delivered)

52.225-11 Restrictions on Certain Foreign Purchases ("Contracting Officer" means Buyer.)

52.227-1, Alt. I Authorization and Consent

52.227-11 Patent Rights - Retention by Contractor (Short Form). (Applies only if Special Provision F.1 is included and Seller is a small business or non-profit organization.)

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.)

52.237-2 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

252.215-7000 Pricing Adjustments

252.223-7001 Hazard Warning Labels

252.225-7012 Preference for Certain Domestic Commodities

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends

252.231-7000 Supplemental Cost Principles

252.247-7024 Notification of Transportation of Supplies by Sea

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:

52.215-2 Audit Negotiation

52.222-35 Affirmative Action for Special Disabled and Viet Nam Era Veterans

52.222-37 Employment Report on Special Disabled Veterans and Veterans of the Viet Nam Era.

The following clause also applies if the contract price exceeds \$25,000:

52.246-25 Limitation of Liability - Services

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

52.223-2 Clean Air and Water (Also applicable if Seller's facility has been the subject of a conviction under the Clean Air Act or Federal Water Pollution Control Act.)

52.223-14 Toxic Chemical Release Reporting. (Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) means Buyer.)

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

252.203-7001 Special Prohibition on Employment

252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty

252.247-7023 Transportation of Supplies by Sea

252.249-7002 Notification of Proposed Program Termination or Reduction

# 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

252.227-7014 Rights in Noncommercial Software and Noncommercial Software Documentation

252.227-7019 Validation of Asserted Restrictions - Computer Software

252.227-7027 Deferred Ordering of Technical Data or Computer Software

252.227-7030 Technical Data - Withholding of Payment ("Contracting Officer" and "Government" means Buyer.)

252.227-7036 Certification of Technical Data Conformity

252.227-7037 Validation of Restrictive Markings on Technical Data

A = ADDED

D = DELETED

R = REVISED