

Boeing Information, Space & Defense Systems Group

Date: August 13, 1997

EXHIBIT A

GOVERNMENT PROVISIONS

APPLICABLE TO

PRIME CONTRACT [F19628-91-C-0088](#)

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 April 1992

<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.)
52.208-1	Required Source for Jewel Bearings and Related Items (Applies only if items to be delivered contain such items.)
52.210-5	New Material ("Contracting Officer" means Buyer.)
52.210-7	Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property ("Contracting Officer" means Buyer.)

- 52.212-8 Defense Priority and Allocation Requirements.
- 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. (Not applicable to Euro-Canadian subcontracts)
- 52.222-1 Notice of Labor Disputes ("Contracting Officer" means Buyer.)
- 52.222-29 Notification of Visa Denial
- 52.225-10 Duty-Free Entry
- 52.225-11 Restrictions on Certain Foreign Purchases ("Contracting Officer" means Buyer.)
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (Applies only if contract will involve access to classified information)
- 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	
52.244-5	Competition in Subcontracting	
52.246-23	Limitation of Liability	
52.247-63	Preference for U.S.-Flag Air Carriers. (Not applicable to Euro-Canadian subcontracts.)	D/Rev. N 8/13/97
252.204-7000	Disclosure of Information	
252.208-7000	Required Sources for Miniature and Instrument Ball Bearings. (Not applicable to Euro-Canadian Subcontracts)	
252.208-7002	Required Sources for High-Purity Silicon. (Not applicable to Euro-Canadian Subcontracts)	
252.208-7006	Required Sources for Anti-Friction Bearings. (Not applicable to Euro-Canadian Subcontracts)	
252.215-7000	Pricing Adjustments	
252.225-7002	Qualifying Country Sources	

252.225-7009	Duty-Free Entry-Qualifying Country End Products
252.225-7010	Duty-Free Entry--Additional Provisions
252.225-7023	Acquisition of Foreign Machine Tools
252.225-7030	Restriction Acquisition of Carbon, Alloy and Armor Steel Plate. (Not to Euro-Canadian Subcontracts)
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization (Applies only if contract involves developing, producing, testing or operating a device requiring radio frequency authorization.)
252.247-7024	Notification of Transportation of Supplies by Sea. (Not applicable if contract is for commercial items or components. Also not applicable to Euro-Canadian subcontracts.)

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

52.222-36	Affirmative Action for Handicapped Workers. (Not applicable to Euro-Canadian subcontracts.)
-----------	---

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 Negotiation
- 52.222-20 Walsh-Healy Public Contracts Act. (Not applicable to Euro-Canadian subcontracts.)
- 52.222-35 Affirmative Action for Special Disabled and Viet Nam Era Veterans. (Not applicable to Euro-Canadian subcontracts.)
- 52.222-37 Employment Report on Special Disabled Veterans and Veterans of the Viet Nam Era. (Not applicable to Euro-Canadian subcontracts.)

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.)
- 52.223-2 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.) (Not applicable to Euro-Canadian subcontracts.)
- 252.203-7001 Special Prohibition on Employment
- 252.204-7005 Overseas Distribution of Defense Subcontract Dollars. (Not applicable to Euro-Canadian Subcontracts)
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty
- 252.225-7026 Reporting of Overseas Contracts. (Not applicable to Euro-Canadian subcontracts.)
- 252.247-7023 Transportation of Supplies by Sea. (Not applicable to Euro-Canadian subcontracts.)

The following clauses also apply if the contract price exceeds \$500,000:

52.215-39 Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions. (Applicable only if certified cost or pricing data is provided.)

52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. (Applies only if Seller is not a small business. "Contracting Officer" in paragraphs (b) and (c) means Buyer.) (Not applicable to Euro-Canadian subcontracts.)

252.249-7001 Notification of Substantial Impact on Employment

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

252.210-7003 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. (not applicable to Euro-Canadian subcontracts.)

252.227-7026	Deferred Delivery of Technical Data. (Not applicable to Euro-Canadian subcontracts.)
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7029	Identification of Technical Data
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
252.246-7001	Warranty of Data ("Contracting Officer" means Buyer.)

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.)

5352.223-9004

Safety and Accident Prevention (Applies only if work will be performed on a Government installation.)

The following NATO clauses are required by the prime contract:

1. EXPORT OF TECHNOLOGY

In the event that any participating Government does not provide to the Seller written approval of Manufacturing License and Technical Assistance Agreements and any other licenses, export or import licenses, visas, resident permits, work permits, or other similar governmental actions or approvals necessary: (1) to perform this contract; (2) to export from or to deliver to NAPMO or any participating nation any items or data involved in the performance of this contract; or (3) to permit the Seller and its subcontractors to contract with their Industrial Benefits Program subcontractors (at any tier) consistent with the performance and delivery schedules of this contract; an equitable adjustment shall be negotiated pursuant to the "Changes" clause hereof.

2. TRAVEL

(a) The Seller will furnish the Buyer with the following information fifty (50) days (ten (10) days in the event of a genuine emergency) in advance of the planned departure, when a theater clearance is desired:

(1) Full name of traveler(s)

(2) SSAN

(3) Home address

(4) Date and place of birth

- (5) Citizenship and passport number
- (6) Security clearance (to include date and place of issuance)
- (7) Date of departure and duration of trip
- (8) Itinerary
- (9) Detailed justification for variations in itinerary (if applicable)

When travel is under an existing clearance, the information will be provided twenty (20) days in advance of normal travel and two (2) days in advance of emergency travel.

(b) Upon receipt of the above data, the Buyer will forward the data to the Contracting Officer who will be responsible for obtaining any required theater clearance.

(c) The Seller agrees to insert, in all non-Euro-Canadian subcontracts hereunder, provisions which conform substantially to the language of this clause.

(d) The Seller agrees to insert, in all Euro-Canadian subcontracts herein under, provisions that require the subcontractor to process Requests for Visits in accordance with the procedures prescribed by the National Security Authority of the country concerned to the appropriate U.S. User Agency (host Military Department) thirty (30) days (one (1) day in the event of a genuine emergency) in advance of any planned departure to visit any contractor or government facility located in the U.S. The Visit Request shall contain the full name, date of birth, citizenship, and security clearance of each visitor, contractor or government facilities to be visited, date or period of visit, and purpose of visit to include program and/or information classified or unclassified, which access is required.

3. RIGHTS OF PARTICIPATING NATO GOVERNMENTS TO AUDIT REPORTS

Seller agrees that NAPMO and governments participating in the RSIP Production and Retrofit Program may receive from the Contracting Officer reports of audit of the Contractor and Euro-Canadian subcontractors, derived pursuant to the clause titled "Audit and Records - Negotiation." The Seller shall identify proprietary or sensitive data and/or information in source documentation for the aforementioned audit reports. The Contracting Officer will delete this proprietary or sensitive data prior to release to NAPMO and governments participating in the Joint Cooperative RSIP Production and Retrofit Program. This clause will be included in all subcontracts.

4. PRICING PROVISIONS FOR CHANGES IN THE LAW

a. If at any time after the point of definitization there is a change in applicable U.S. Federal or State Laws, or applicable foreign laws that causes an increase or decrease in the Seller's cost of performance, it shall be cause for a like change to the contract price to the extent that the Seller can demonstrate them. For the purpose of this clause, laws shall include: Constitutions, Statutes, and regulations promulgated by Federal and State and/or Foreign governments. A change as defined herein shall mean the amendment or repeal of existing law or regulation, or the enactment of new law or regulation. Judicial interpretation of laws shall not constitute a change as contemplated herein.

b. This clause shall not be cause for adjusting the contract where: (i) the Seller is already protected by other provisions of the contract, or (ii) the increased/decreased cost is attributable to a subcontractor who is not afforded the protection of this clause.

c. The Buyer or the Seller shall notify the other party as soon as a request for adjustment is contemplated pursuant to this clause. The Seller shall submit a Firm Proposal requesting either upward or downward adjustment to contract price 120 days after notice by either party that such adjustment is appropriate. No adjustment, however, shall be made for any individual change of applicable law as it applies to work performed under this contract unless the cost change applicable to this clause is greater than \$100,000.00.

5. LIMITATION OF SELLER LIABILITY

With respect to the "Limitation of Liability", "Limitation of Liability-High Value Items", or "Government Property (Fixed Price Contracts) Alt. 1," clauses if included herein, it is understood that NAPMO is accepting the risk of loss and the practices and policies as a self-insurer to the same extent that the U.S. does under the same clauses in normal DoD practices."

6. DISALLOWANCE OF OVERCEILING IR&D AND B&P COSTS

The recovery of overceiling IR&D and B&P costs will not be charged to or included in the price of this contract.

7. PATENT INDEMNITY

The Seller shall not provide an indemnity to NAPMA and NAPMA shall not provide an indemnity to the Seller for actual or alleged infringement of patents or other intellectual property rights resulting from performance under or during this contract.

A = ADDED

D = DELETED

R = REVISED
