

Date: November 2002

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT 24201J**

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 September 1, 2002.

FAR/DFARS Reference**Title**

52.204-2	Security Requirements (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.211-5	Material Requirements ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements
52.215-15	Pension Adjustments and Asset Reversions ("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 (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
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. [Contracting Officer shall mean Buyer in subparagraph (a).]
52.216-11	Cost Contract - No Fee
52.216-12	Cost Sharing Contract - No Fee
52.219-8	Utilization of Small Business Concerns
52.222-1	Notice to the Government of Labor Disputes ("Contracting Officer" means Buyer.)
52.222-26	Equal Opportunity [Subparagraphs (b)(1) through (11)]
52.222-29	Notification of Visa Denial (FEB 99)
52.222-41	Service Contract Act of 1965, as amended (If your supplier will be performing work covered by the Service Contract Act.)

- 52.223-3 Hazardous Material Identification and Material Safety Data (Applies only if hazardous material will be delivered)
- 52.224-1 Privacy Act Notification (APR 84) (Applies only if the contract involves the design, development or operation of a system of records on individuals.)
- 52.224-2 Privacy Act (APR 84) (Applies only if the contract involves the design, development or operation of a system of records on individuals.)
- 52.225-8 Duty-Free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases ("Contracting Officer" means Buyer.)
- 52.227-1 Authorization and Consent (JUL 95), Alt I (APR 84), Alt II (APR 84)
- 52.227-3 Patent Indemnity (APR 84)
- 52.227-9 Refund of Royalties (APR 84)
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 84) (Applies only if contract will involve access to classified information)
- 52.227-11 Patent Rights - Retention by Contractor (Short Form) (JUN 97) (Clause is applicable only if this order (i) is for experimental, developmental, or research work; and (ii)(a) stems from DoD, DoE, or NASA prime contract and Seller is small business concern or nonprofit organization, or (b) stems from non-DoD, non-DoE, or non-NASA prime contract.)
- 52.227-11 Patent Rights - Retention by Contractor (Short Form) (JUN 89), Alt. I (APR 89), Alt. II (JUN 89), Alt. III (JUN 89), Alt. IV (JUN 89) (Clause is applicable only if this order (i) is for experimental, developmental, or research work; and (ii)(a) stems from DoD, DoE, or NASA prime contract and Seller is small business concern or nonprofit organization, or (b) stems from non-DoD, non-DoE, or non-NASA prime contract.)
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97), Alt. I (APR 89 and JUN 89), Alt. II (JUN 89) [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.]
- 52.227-13 Patent Rights - Acquisition by Government (JAN 97)
- 52.227-13 Patent Rights - Acquisition by Government (JUN 89), Alt. I (JUN 89), Alt. II (JUN 89)
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (Applies only if work will be performed in New Mexico. The contract is cost reimbursement and involves acquisition of tangible personal property.)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III

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 (APR 84), Alt I (APR 84) ("Contracting Officer" means Buyer)
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items and Commercial Components (DEC 01)
52.246-9	Inspection of Research and Development (Short Form)
52.246-23	Limitation of Liability (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 (This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
52.247-63	Preference for U.S.-Flag Air Carriers
252.204-7000	Disclosure of Information (Seller will submit requests for authorization through Buyer.)
252.215-7000	Pricing Adjustments
252.223-7001	Hazard Warning Labels
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.)
252.223-7006	Prohibition on Storage and Disposition of Toxic and Hazardous Materials (APR 93)
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)
252.225-7010	Duty-Free Entry--Additional Provisions
252.225-7012	Preference for Certain Domestic Commodities
252.225-7014	Preference for Domestic Specialty Metals, Alt. I (Applies only if contract item contains specialty metals.)
252.225-7015	Preference for Domestic Hand or Measuring Tools (Applies only if hand or measuring tools will be delivered.)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Applies only if contract item contains ball or roller bearings.)

252.225-7022	Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber ("Contracting Officer" means Buyer. Applies only if a contract item contains such carbon fiber.)
252.225-7023	Restriction on Acquisition of Carbonyl Iron Powders
252.225-7024	Restrictions on Acquisition of Night Vision Image Intensifier Tubes and Devices
252.225-7025	Restriction on Acquisition of Forgings (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)
252.227-7034	Patents - Subcontracts (APR 84)
252.227-7039	Patents - Reporting of Subject Inventions (APR 90)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.235-7002	Animal Welfare
252.235-7003	Frequency Authorization (Applies only if contract involves developing, producing, testing or operating a device requiring radio frequency authorization.)
252.239-7000	Protection Against Compromising Emanations (Applies only if classified information will be processed.)
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for Equitable Adjustment (MAR 98)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (MAR 00)
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.)
252.251-7000	Ordering from Government Supply Sources (This clause applies only if Seller is notified by Buyer that Seller is authorized to purchase from Government supply sources in the performance of this contract. Contracting Officer approved required.)
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services

- 18-52.223-71 Frequency Authorization (Applies only if the contract involves the development, production, construction, testing or operation of a device for which a radio frequency authorization is required.)
- 18-52.227-11 Patent Rights - Retention by the Contractor (Short Form) (
- 18-52.235-70 Center for Aerospace Information - Final Scientific and Technical Reports
- 18-52.245-70 Contractor Requests for Government-Owned Equipment ("Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.
- 18-52.245-73 Financial Reporting of NASA Property in the Custody of Contractors
(SEP 96)
- 18-52.246-73 Human Space Flight Item

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

- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam ERA
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 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 (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 County Audit and Records-Negotiation
- 52.215-14 Integrity of Unit Prices (Excluding paragraph (b)). (Not applicable if only services will be provided.)

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 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.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 84)
- 52.246-24 Limitation of Liability -- High-Value Items ["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.]
- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels
- 52.248-1 Value Engineering [excluding subparagraph (f)]. ("Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.)
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (This clause does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.)
- 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 (MAR 00) (In paragraph (d) "45 days" is changed to 60 days.)
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction In paragraph (e), "two weeks" is changed to 10 days.)
- 18-52.244-70 Geographic Participation in the Aerospace Program

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

- 52.219-9 Small Business Subcontracting Plan (Applies only if Seller is not a small business. "Contracting Officer" in paragraph (c) means Buyer.)

52.230-2	Cost Accounting Standards (This clause applies only if Seller is subject to Cost Accounting Standards (CAS)).
52.230-3	Disclosure and Consistency of Cost Accounting Practices [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS). In paragraph (c), "Government" shall mean Government.
252.225-7026	Reporting of Contract Performance Outside the United States" (not applicable if only commercial products are involved.) (This clause applies only if this contract is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.)
18-52.219-74	Use of Rural Area Small Businesses
18-52.219-75	Small Business Subcontracting Reporting

The following clauses also apply if the contract price exceeds \$1,000,000:

252.211-7000	Acquisition Streamlining
18-52.223-70	Safety and Health (Applies if contract involves use of hazardous materials or operations, or if it exceeds \$1,000,000.)

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), Alt. I, II, III, IV, V [self-adjusting] (JUN 87)
52.227-15	Representations of Limited Rights Data and Restricted Computer Software (JUN 87)
52.227-16	Additional Data Requirements (JUN 87)
52.227-17	Rights in Data - Special Works (Jun 87)
52.227-18	Rights in Data - Existing Works (JUN 87)
52.227-19	Commercial Computer Software - Restricted Rights (JUN 87)
52.227-20	Rights in Data - SBIR Program (MAR 94)
52.227-21	Technical Data Certification, Revision, and Withholding of Payment - Major Systems (JAN 97)
52.227-21	Technical Data Certification, Revision, and Withholding of Payment - Major Systems (JUN 87)
52.227-22	Major System - Minimum Rights (JUN 87)

52.227-23	Rights to Proposal Data (Technical) (JUN 87)
252.227-7013	Rights in Technical Data--Noncommercial Items (NOV 95), Alt. I (JUN 95)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95), Alt. I (JUN 95)
252.227-7015	Technical Data--Commercial Items (NOV 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)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 95)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program (JUN 95)
252.227-7019	Validation of Asserted Restrictions - Computer Software (JUN 95)
252.227-7022	Government Rights (Unlimited) (MAR 79)
252.227-7023	Drawings and Other Data to Become Property of Government (MAR 79)
252.227-7024	Notice and Approval of Restricted Designs (APR 84)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)
252.227-7026	Deferred Delivery of Technical Data (APR 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 88)
252.227-7030	Technical Data - Withholding of Payment (OCT 88) (This clause applies only if the delivery of data is required by this contract.) ("Contracting Officer" and "Government" means Buyer.)
252.227-7032	Rights in Technical Data and Computer Software (Foreign) (JUN 75)
252.227-7036	Declaration of Technical Data Conformity (MAY 87)
252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 95)
252.246-7001	Warranty of Data (DEC 91), Alt. I, Alt. II ("Contracting Officer" means Buyer.)
18-52.227-14	Rights in Data -- General (OCT 95)
18-52.227-17	Rights in Data - Special Works (MAY 96)
18-52.227-19	Commercial Computer Software - Restricted Rights (OCT 90)

18-52.227-70	New Technology
18-52.227-71	Requests for Waiver of Rights to Inventions
18-52.227-72	Designation of New Technology Representative and Patent Representative (JUL 97)
18-52.227-72	Designation of New Technology Representative and Patent Representative (APR 84)
18-52.227-84	Patent Rights Clauses (DEC 89)
18-52.227-85	Invention Reporting and Rights - Foreign (APR 86)
18-52.227-86	Commercial Computer Software - Licensing (DEC 87)
18-52.227-87	Transfer of Technical Data Under Space Station International Agreements (APR 89)

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.

TRUTH IN NEGOTIATIONS ACT. (Applicable if certified cost or pricing data was provided.) Seller shall comply with the provisions of FAR 52.215-10 and 52.215-12 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.

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