

Date: September 5, 2003

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT 7L2PQ**

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 1999.

FAR/DFARS

<u>Reference</u>	<u>Title</u>
52.204-2	Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.211-5	Material Requirements (OCT 97) ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.215-15	Termination of Defined Benefit Pension Plans (OCT 97) ("Contracting Officer" means Buyer.) (Applicable only if certified cost or pricing data was provided or preaward or postaward cost determinations are subject to FAR part 31.)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other than Pensions (OCT 97) (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 (OCT 97)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 97). [Contracting Officer shall mean Buyer in subparagraph (a).]
52.219-8	Utilization of Small Business Concerns (JAN 99)
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)]
52.225-10	Duty-Free Entry (APR 84)
52.225-11	Restrictions on Certain Foreign Purchases (OCT 96) ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent (JUL 95)
52.227-1, Alt. I	Authorization and Consent (JUL 95, APR 84)
52.227-10	Filing of Patent Applications - Classified Subject Matter (APR 84) (Applies only if contract will involve access to classified information)
52.227-12, Alt. I	Patent Rights - Retention by Contractor (Long Form) (JAN 97) [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.]
52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 84) (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)
52.242-15	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)
52.244-5	Competition in Subcontracting (DEC 96)

- 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 98)
- [x] 52.246-23 Limitation of Liability (FEB 97)
- 52.246-25 Limitation of Liability -- Services (FEB 97)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97)
- 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 91)
- 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)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.243-7001 Pricing of Contract Modifications (DEC 91)
- 252.243-7002 Requests for Equitable Adjustment (MAR 98)

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

- 52.222-20 Walsh-Healey Public Contracts Act (DEC 96)
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam ERA (APR 98)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 98)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 99)

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 91) (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 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.)
- 52.215-14 Integrity of Unit Prices (OCT 97) (Excluding paragraph (b)). (Not applicable if only services will be provided.)
- 52.223-2 Clean Air and Water (Apr 84)
- 52.223-14 Toxic Chemical Release Reporting (OCT 96) Applies only for Non-commercial items. (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.)

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (JUN 97) (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 (NOV 95)

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

- 52.219-9 Small Business Subcontracting Plan (JAN 99) (Applies only if Seller is not a small business. "Contracting Officer" in paragraph (c) means Buyer.)

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)
- 252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95)
- 252.227-7015 Technical Data--Commercial Items (JUN 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)
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 95)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 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.

Associate Contractor Relationships

- (a) By acceptance of this order, Seller assumes the responsibilities of an Associate Contractor. For purposes of this clause, "Seller" shall mean subsidiaries, affiliates or organizations under the control of Seller, including its subcontractors.
- (b) To the extent that proprietary or confidential data is received by Seller from another Associate Contractor in the performance of this order, Seller hereby agrees that any proprietary information received shall remain the property of the Associate Contractor in question, and shall be used solely for the purposes for which it was provided. Only that information received from another Associate Contractor in writing and clearly identified as proprietary or confidential shall be protected in accordance with this provision. The obligation to retain such information in confidence will be satisfied if the Seller utilizes the same controls as it employs to avoid disclosure, publication or dissemination of its own proprietary information. The receiving Associate Contractor agrees to hold such information in confidence as provided herein, so long as such information is of proprietary/confidential data nature.
- (c) Seller hereby agrees to closely co-operate with other Associate Contractors on this program. This involves at a minimum: maintenance of a close liaison and working relationship; maintenance of free and open information networks with all Buyer-identified Associate Contractors; delineation of detailed interface responsibilities; entering into written agreements with the other Associate Contractors setting forth the substance and procedures relating to the foregoing, and providing Buyer with a copy of any such agreement; and receipt of proprietary information as to the Associate Contractor and transmittal of Seller proprietary information as to Associate Contractors, subject to any applicable proprietary information agreements between Associate Contractors, when these actions are necessary for the performance of either.
- (d) In the event Seller and an Associate Contractor are unable to agree upon any such interface or if the technical data identified is not provided as scheduled, Seller shall promptly notify Buyer and furnish the Seller's recommended solution. The Buyer and the Government will determine the appropriate corrective action with the Buyer issuing direction to the affected Seller. Seller shall proceed in accordance with such direction, subject to the provisions of this order.
- (e) Seller shall insert the substance of this clause in all of its own subcontracts directly supporting this order.

Enabling Clause for General Systems Engineering & Technical Review

- (a) "General systems engineering" deals with the overall integration of a system, design compromises among subsystems, definitions of interfaces, analysis of subsystems and supervisions of system testing, all to the extent required to assure that the system concept and objectives are being met in an economical and timely manner. "Technical guidance" is restricted to scientific, engineering or to other technical field of discipline matters directly related to the work to be performed; such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the order.
- (b) In the performance of this order, Seller agrees to co-operate with other contractors designated by Buyer by responding to invitations from authorized personnel to meetings, by providing access to technical information and research and development planning data and by discussing technical matters related to this order. Subject to applicable security requirements, designated contractor personnel engaged in general system engineering efforts pertaining to work under this order are authorized access to any technical and cost information concerning work under this order.
- (c) The designated contractors are not authorized to direct Seller in any manner. Whenever the process of technical guidance generates a need for a modification of this order, this will be accomplished by a formal modification to the order signed by Buyer. This clause does not relieve Seller or the responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between Buyer and Seller's subcontractors.
- (d) Seller will place in of its subcontracts supporting this order a clause requiring compliance with the response and access provisions outlined above, subject to co-ordination with Seller.

Enabling Clause for Architecture-Level Engineering Support

Buyer has entered into a contract for architecture-level engineering support, which includes" transition planning and co-ordination; configuration management process administration; interface definition and maintenance; verification of architecture-level requirements; and the obtaining of the data required to perform any of the identified functions. In the performance of this order, Seller agrees to co-operate with the contractor identified by Buyer for architecture-level engineering support. "Co-operation" is defined as: responding to requests to attend meetings; providing access to technical, schedule, performance and risk data; discussing matters relating to architecture-level integration responsibilities; providing access to Seller facilities used to support this order; and allowing observation of necessary technical activities by appropriate personnel. No representative of the architecture-level engineering support contractor is authorized to issue technical direction or changes in the scope of the order to Seller. Seller agrees to include in each of its subcontracts supporting this order a provision requiring compliance by the subcontractor with the response and access provisions set forth above, subject to co-ordination with Seller. This clause does not relieve Seller of its responsibility to manage its subcontracts effectively; nor is it intended to establish privity of contract between the architecture-level engineering support contractor and Seller's subcontractors.

A = ADDED
D = DELETED
R = REVISED