

Date: March 2002

**EXHIBIT A**

**GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT DAAH01-02-C-A004**

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 February 11, 2002.

<u>FAR/DFARS 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	(DELETED)	D/Orig.
52.211-15	Defense Priority and Allocation Requirements (SEP 90)	
52.215-15	Pension Adjustments and Asset Reversions (DEC 98) ("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 (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	(DELETED)	D/Orig.
52.219-8	Utilization of Small Business Concerns (OCT 00)	
52.222-21	Prohibition of Segregated Facilities (FEB 99) (Certification required.)	
52.222-26	Equal Opportunity (FEB 99) [Subparagraphs (b)(1) through (11)]	
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97) (Applies only if hazardous material will be delivered)	
52.225-8	Duty-Free Entry (FEB 00)	
52.225-13	Restrictions on Certain Foreign Purchases (JUL 00) ("Contracting Officer" means Buyer.)	
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	(DELETED)	D/Orig.
52.237-2	(DELETED)	D/Orig.

52.242-15	Stop Work Order (AUG 89), Alt. I (1984) ("Contracting Officer" means Buyer)	R/Orig.
52.244-5	Competition in Subcontracting (DEC 96)	
52.244-6	Subcontracts for Commercial Items and Commercial Components (DEC 01)	R/Orig.
52.246-23	(DELETED)	D/Orig.
52.247-63	Preference for U.S.-Flag Air Carriers (JAN 97)	
252.204-7000	Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)	
252.215-7000	Pricing Adjustments (DEC 91)	
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 91)	
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components) (AUG 00)	
252.225-7010	Duty-Free Entry--Additional Provisions (AUG 00)	
252.225-7012	Preference for Certain Domestic Commodities (AUG 00)	
252.225-7014	Preference for Domestic Specialty Metals, Alt. I (MAR 98) (Applies only if contract item contains specialty metals.)	A/Orig.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 00) (Applies only if contract item contains ball or roller bearings.)	
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China (FEB 00)	
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)	
252.231-7000	Supplemental Cost Principles (DEC 91)	
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 91). This clause applies only if this contract requires securing telecommunications.	
252.243-7001	(DELETED)	D/Orig.
252.245-7001	Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.	
252.246-7000	Material Inspection and Receiving Report (DEC 91)	
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.)	

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

52.222-20	(DELETED)	D/Orig.
52.222-35	Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 01)	R/Orig.

52.222-36	Affirmative Action for Workers with Disabilities (JUN 98)	
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 01)	R/Orig.

**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.)	
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 00)	
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.)	
52.228-5	(DELETED)	D/Orig.
52.247-64	Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 00)	A/Orig.
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 99) (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)	
252.247-7023	Transportation of Supplies by Sea (MAR 00) (In paragraph (d) "45 days" is changed to 60 days.)	

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

52.219-9	(DELETED)	D/Orig.
52.230-2	Cost Accounting Standards (APR 98) (This clause applies only if Seller is subject to Cost Accounting Standards (CAS).)	

52.230-6	Administration of Cost Accounting Standards (NOV 99) (Add "Buyer and "before "Contracting Officer" in paragraph (e).)
252.225-7026	Reporting of Contract Performance Outside the United States" (JUN 00) (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.)

**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 (NOV 95)	
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95)	
252.227-7015	(DELETED)	D/Orig.
252.227-7016	Rights in Bid or Proposal Information (JUN 95)	
252.227-7019	Validation of Asserted Restrictions - Computer Software (JUN 95)	
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 95)	A/Orig.
252.227-7030	Technical Data - Withholding of Payment (MAR 00) (This clause applies only if the delivery of data is required by this contract.) ("Contracting Officer" and "Government" means Buyer.)	
252.227-7036	Declaration of Technical Data Conformity (JAN 97)	
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 99)	
252.246-7001	(DELETED)	D/Orig.

**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.

**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.

**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.

### **Special Contract Requirements:**

#### Observation of Post Regulations

In the performance of work under this contract, the Seller and its employees shall observe all the rules and regulations of Redstone Arsenal, AL., pertaining to conduct, safety and security.

#### Conduct of Personnel

The Seller, including his/her assigned personnel, performing services on a military reservation, shall be guided by and shall observe and comply with all applicable rules, regulations, and directives and requirements pertaining to conduct of personnel on the military reservation as prescribed by the Commander of the military reservation during the performance of the required services. The Seller further agrees to recognize the authority of the responsible military Commander to suspend, restrain, or restrict the activities of Seller personnel whenever in his/her judgment such action is deemed necessary for the protection of personnel and equipment under his/her military jurisdiction.

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A = ADDED

D = DELETED

R = REVISED