

Date: October 16, 2003

**EXHIBIT A**

**GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT F19628-01-D-0016 - Delivery Order 0035**

In addition to the clauses contained in Exhibit A of F19628-01-D-0016 (AMASS Shell), 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 August 28, 2003.

**FAR/DFARS**

<u>Reference</u>	<u>Title</u>
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.)
52.222-29	Notification of Visa Denial (FEB 99)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 98)

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

52.203-6 Alt I      Restrictions on Subcontractor Sales to the Government (OCT 95)

**The following Air Force FAR Supplement clauses are applicable as indicated:**

5352.237-9001      Contractor identification (AFMC) (JUL 97)

**Additional Provisions:**

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.

**TECHNICAL REVIEW (MITRE) (MAY 97) (Clause H04 of the prime contract)**

1. The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this purchase contract.

## 2. Explanation of MITRE Role

a. Technical Review is defined as the process of continually reviewing the technical efforts of contractors. It does not include any modification, realignment, or redirection of contractor efforts under this purchase contract; such action may be effected only by the prior written direction of the Buyer.

b. The purpose of the review is to:

(1) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(2) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(3) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

c. The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

3. The Seller agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including non-sensitive cost and schedule) concerning this purchase contract to the same degree such access is accorded Government project personnel.

4. It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Seller's technical efforts and/or contract requirements shall be effected only by the written direction of the Buyer.

### **ACCESS TO GOVERNMENT INSTALLATIONS (MAR 2001) (Clause H08 of the prime contract)**

1. Prior to commencing work under the terms of a delivery order, the Seller shall contact the Buyer and security or military police and/or the sponsoring organization at the installation responsible for each installation where the work is required under that delivery order and obtain all necessary passes/access badges for persons employed by him who will require access to the installation. Employees without passes who enter the worksite for any reason will be subject to such actions and fines as described in the local security regulations and procedures.

2. The Seller agrees to abide by all regulations and procedures as stipulated by the security or military police concerned and to surrender all passes issued to him in accordance with the installation procedures.

### **SECURITY NOTIFICATION (MAR 2001) (Clause H19 of the prime contract)**

The Seller shall verbally notify the PCO and Buyer within one (1) work day of any changes to the Seller's facility clearance, mailing address, and/or location of contract performance. The verbal notification will be confirmed in writing within three (3) workdays.

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A = ADDED  
D = DELETED  
R = REVISED