

Date: July 2002**EXHIBIT A**

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT F29601-97-C-0001**

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 December 11, 1996.

FAR/DFARS**Reference****Title**

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| 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.) |
| 52.211-5 | New Material ("Contracting Officer" means Buyer.) |
| 52.211-7 | Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property ("Contracting Officer" means Buyer.) |
| 52.211-15 | 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.) |
| 52.222-1 | Notice of Labor Disputes ("Contracting Officer" means Buyer.) |
| 52.223-3 | Hazardous Material Identification and Material Safety Data (Applies only if hazardous material will be delivered) |
| 52.225-10 | Duty-Free Entry |
| 52.225-11 | Restrictions on Certain Foreign Purchases ("Contracting Officer" means Buyer) |
| 52.227-1, Alt. I | Authorization and Consent |
| 52.227-10 | Filing of Patent Applications - Classified Subject Matter (Applies only if contract will involve access to classified information) |

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| 52.227-12 | Patent Rights - Retention by Contractor (Long Form) (Applies only if Special Provision F.1 is included and Seller is <u>not</u> a small business or non-profit organization.) |
| 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 ("Contracting Officer" means Buyer) |
| 52.244-5 | Competition in Subcontracting |
| 52.244-6 | Subcontracts for Commercial Items and Commercial Components |
| 252.204-7000 | Disclosure of Information (Seller will submit requests for authorization through Buyer.) |
| 252.208-7000 | Intent to Furnish Precious Metals as Government-Furnished Material |
| 252.215-7000 | Pricing Adjustments |
| 252.223-7006, Alt. I | Prohibition on Storage and Disposition of Toxic and Hazardous Materials |
| 252.225-7002 | Qualifying Country Sources |
| 252.225-7009 | Duty-Free Entry--Qualifying Country Supplies End Products |
| 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.) |
| 252.225-7016 | Restriction on Acquisition of Anti-Friction Bearings |
| 252.225-7022 | Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber |
| 252.225-7025 | Foreign Source Restrictions |
| 252.228-7005 | Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles |
| 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 |

The following clauses also apply if the contract price exceeds \$2,500:

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| 52.222-36 | Affirmative Action for Handicapped Workers |
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The following clauses also apply if the contract price exceeds \$10,000:

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| 52.222-20 | Walsh-Healey Public Contracts Act |
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- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans
- 52.222-37 Employment Report on Special Disabled Veterans and Veterans of the Vietnam Era

The following clause also applies if the contract price exceeds \$25,000:

- 52.215-2 Audit-Negotiation
- 52.246-25 Limitation of Liability - Services

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 (DELETED) D/Rev. A
- 52.223-14 Toxic Chemical Release Reporting [Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) means Buyer.]
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement ("Contracting Officer" means Buyer.)
- 52.246-24 Limitation of Liability -- High-Value Items (Feb 1997) A/Rev. A
["Government's" shall mean Government's or Buyer's in paragraph (e). Applies to items in excess of \$100,000.
- 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

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.)

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
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- 252.227-7026 Deferred Delivery of Technical Data
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software

- 252.227-7030 Technical Data - Withholding of Payment ("Contracting Officer" and "Government" means Buyer.)
- 252.227-7036 Certification of Technical Data Conformity

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.)
- 5352.223-9001 Safety and Accident Prevention (Applies only if work will be performed on a Government installation.)

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. [A/Rev. A]

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. [A/Rev. A]