

Date: October 2002

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT L/C F33657-97-C-0031**

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 June 1998.

**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	New Material ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements
52.215-15	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.)
52.215-18	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.)
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
52.222-1	Notice of Labor Disputes ("Contracting Officer" means Buyer.)
52.225-11	Restrictions on Certain Foreign Purchases ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent

52.227-10	Filing of Patent Applications - Classified Subject Matter (Applies only if contract will involve access to classified information)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
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
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.)
52.247-63	Preference for U.S.-Flag Air Carriers
252.215-7000	Pricing Adjustments
252.225-7002	Qualifying Country Sources
252.225-7012	Preference for Certain Domestic Commodities
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
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.)
252.239-7000	Protection Against Compromising Emanations (Applies only if classified information will be processed.)
252.247-7024	Notification of Transportation of Supplies by Sea ("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:

52.222-36 Affirmative Action for Handicapped Workers

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 (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 (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 (Excluding paragraph (b)). (Not applicable if only services will be provided.)

52.223-2 Clean Air and Water (DELETED)

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52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (A copy of each notice sent to the Government will be sent to Buyer.) ("Contracting Officer" means Buyer.)

252.203-7001 Special Prohibition on Employment

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 (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.)

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

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

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.)

252.219-7003 Small, Small Disadvantaged and Women-Owned Business Small Business Subcontracting Plan (DoD Contracts) (APR 96) A/Rev. A

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

252.211-7000Acquisition Streamlining

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 Software and Noncommercial Software Documentation

252.227-7019 Validation of Asserted Restrictions - Computer Software

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 (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
252.227-7037	Validation of Restrictive Markings on Technical Data
252.246-7001	Warranty of Data ("Contracting Officer" means Buyer.)

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. [A/Rev. A]

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. [A/Rev. A]

A = ADDED

D = DELETED

R = REVISED