

Date: 1/17/2005

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT F34601-95-C-0270**

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 on April 1, 1995.

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<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.)
52.208-1	Required Source for Jewel Bearings and Related Items (Applies only if items to be delivered contain such items.) (APR 84)
52.210-5	New Material ("Contracting Officer" means Buyer.) (APR 84)
52.210-7	Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property ("Contracting Officer" means Buyer.) (APR 84)
52.212-8	Defense Priority and Allocation Requirements. (SEP 90)
52.222-1	Notice of Labor Disputes ("Contracting Officer" means Buyer.) (APR 84)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (MAR 86)
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 (APR 02) [Subparagraphs (b)(1) through (11)]
52.225-10	Duty-Free Entry (APR 84)
52.225-11	Restrictions on Certain Foreign Purchases (MAY 92) ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent (APR 84)
52.227-3	Patent Indemnity (APR 84)
52.242-15	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer) Change "90 days" to "100 days" and "30 days" to "20 days". The "Termination for Convenience" clause shall refer to the "Termination for Convenience" clause of this contract.)
52.243-1	Changes - Fixed Price (AUG 87)
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 95)
52.246-23	Limitation of Liability (APR 84) (This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
252.204-7000	Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)
252.215-7000	Pricing Adjustments (DEC 91)
252.223-7005	Hazardous Waste Liability (OCT 92) (Applies only if work will be performed on a Government installation.)
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 91)

- 252.225-7009 Duty-Free Entry--Qualifying Country Supplies (End Products and Components) (DEC 91)
- 252.225-7010 Duty-Free Entry--Additional Provisions (DEC 91)
- 252.225-7012 Preference for Certain Domestic Commodities (DEC 91)
- 252.225-7014 Preference for Domestic Specialty Metals, Alt I (DEC 91) (Applies only if contract item contains specialty metals.)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 93) (Applies only if contract item contains ball or roller bearings.)
- 252.225-7025 Foreign Source Restrictions (APR 93)
- 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)
- 252.235-7003 Frequency Authorization (DEC 91) (Applies only if contract involves developing, producing, testing or operating a device requiring radio frequency authorization.) (And Alt. 1)
- 252.243-7001 Pricing of Contract Modifications (DEC 91)
- 252.243-7002 Requests for Equitable Adjustment (MAR 98)
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 00)
- 252.246-7000 Material Inspection and Receiving Report (DEC 91)

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

- 52.222-20 Walsh-Healy Public Contracts Act (APR 84)
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)
- 52.222-36 Affirmative Action for Handicapped Workers (APR 84)
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 88)

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

- 52.215-2 Audit-Negotiation (FEB 93)

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.)
- 52.223-2 Clean Air and Water (APR 84) (Also applicable if Seller's facility has been the subject of a conviction under the Clean Air Act or Federal Water Pollution Control Act.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 84) (This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer.) ("Contracting Officer" means Buyer.)

- 52.246-24 Limitation of Liability -- High-Value Items (APR 84) (This clause applies only if this contract exceeds \$100,000. "Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer. This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
- 52.248-1 Value Engineering (MAR 89) [excluding subparagraph (f)]. (This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.)
- 252.203-7001 Special Prohibition on Employment (APR 93) (This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and 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 (DEC 91)
- 252.247-7023 Transportation of Supplies by Sea (DEC 91) (In paragraph (c) "45 days" is changed to 60 days.)
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (AUG 93) In paragraph (e), "two weeks" is changed to 10 days.)

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

- 52.230-2 Cost Accounting Standards (AUG 92) (This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000. Per 52.230-6(e)(1), self-deleting clauses shall not be used.)
- 252.225-7026 Reporting of Contract Performance Outside the United States" (APR 93) (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.)
- 252.249-7001 Notification of Substantial Impact on Employment (DEC 91)

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 (JUN 95)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95)
- 252.227-7016 Rights in Bid or Proposal Information (JUN 95)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)
- 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 Certification of Technical Data Conformity (MAY 87)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (APR 88)

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

- 5352.204-9000 Notification of Government Security Activity (SEP 85) (Applies only if work will be performed on a Government installation.)

5352.223-9000 Safety and Accident Prevention (Applies only if work will be performed on a Government installation.) (APR 84)

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 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.

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.

A = ADDED
D = DELETED
R = REVISED