

Date: September 1999

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT 3033380**

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 September 2, 1999.

<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.)
52.208-1	Required Source for Jewel Bearings and Related Items (Applies only if items to be delivered contain such items. Applicable to Purchase Orders over \$25,000)
52.214-26	Audit and Records - Sealed Bidding (OCT 97). (Applicable to Purchase Orders over \$10,000). This clause applies only if it is expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modification - Sealed Bidding (Applicable to Sealed Bidding Solicitations and Purchase Orders over \$100,000, or, for DoD, Coast Guard, and NASA Solicitations and Purchase Orders over \$500,000).
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed bidding (OCT 97)
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.)

- 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 99)
- 52.222-1 Notice of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
- 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)
- 52.223-7 Notice of Radioactive Materials (JAN 97) (In paragraph (1) insert "sixty (60)" before "days".)
- 52.225-10 Duty-Free Entry (APR 84)
- 52.225-11 Restrictions on Certain Foreign Purchases (AUG 98) ("Contracting Officer" means Buyer.)
- 52.227-1 Authorization and Consent (JUL 95)
- 52.227-1, Alt. I Authorization and Consent (JUL 95, APR 84)
- 52.227-3 Patent Indemnity (APR 84)
- 52.227-9 Refund of Royalties (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 Patent Rights - Retention by Contractor (Long Form) (JAN 97) (Applies only if Special Provision F.1 is included and Seller is not a small business or non-profit organization.)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 84)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 84)
- 52.228-5 Insurance - Work on Government Installation (JAN 97). Seller shall provide and maintain insurance as set forth in this contract.
- 52.230-4 Consistency in Cost Accounting Practices (applicable to Contracts over \$500,000 if exempted from CAS solely due to Seller being a United Kingdom Firm and the Purchase Order is to be performed substantially in the United Kingdom.)
- 52.230-5 Administration of Cost Accounting Standards (Applicable if FAR 52.230-2 and 52.230-4 apply to the purchase order.)
- 52.236-13 Accident Prevention (NOV 91) ("Contracting Officer" means Buyer.)

52.242-15	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)
52.244-5	Competition in Subcontracting (DEC 96) (Applicable to Purchase Orders over \$25,000)
52.246-23	Limitation of Liability (FEB 97) (Applicable to Purchase Orders over \$25,000)
52.247-63	Preference for U.S.-Flag Air Carriers (JAN 97) (Applicable to Purchase Orders over \$25,000)
252.204-7000	Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (DEC 91) (Applicable to Purchase Orders over \$25,000)
252.215-7000	Pricing Adjustments (DEC 91)
252.222-7000	Restrictions on Employment of Personnel
252.223-7001	Hazard Warning Labels (DEC 91)
252.223-7002	Safety Precautions for Ammunition and Explosives (MAY 94) (Applies only if contract involves ammunition or explosives.)
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 (DEC 91)
252.225-7009	Duty-Free Entry-Qualifying Country End Products (MAR 98)
252.225-7010	Duty-Free Entry--Additional Provisions (MAR 98)
252.225-7014	Preference for Domestic Specialty Metals, Alt. I (MAR 98) (Applies only if contract item contains specialty metals.)
252.225-7025	Restriction on Acquisition of Forgings (JUN 97) (Applies only if delivered items could contain forging items)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 91)
252.225-7030	Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate (OCT 92)

- 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) (Applicable to Purchase Orders over \$25,000)
- 252.235-7002 Animal Welfare (Applicable if Purchase Order Involves Research on Live Vertebrate Animals)
- 252.235-7003 Frequency Authorization (DEC 91) (Applies only if contract involves developing, producing, testing or operating a device requiring radio frequency authorization.)
- 252.243-7000 Engineering Change Proposals (OCT 98)
- 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95) ("Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" means Buyer.) (Applicable to Purchase Orders over \$25,000)

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

- 52.222-20 Walsh-Healy Public Contracts Act (DEC 96)
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 98)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 98)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 99)

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

- 52.246-25 Limitation of Liability - Services (FEB 97) (Applicable to Purchase Orders over \$25,000)
- 252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain (DEC 91). This clause applies only if restricted welded shipboard anchor or mooring chain are being delivered under this contract.

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 (AUG 96) (Applies only if contract is other than Firm-Fixed-Price, 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 (JUL 95)
- 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 (AUG 96) ("Contracting Officer" means Buyer.) (Applicable to Purchase Orders over \$25,000)
- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels
(JUN 97)
- 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 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 99) (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.) (Applicable to Purchase Orders over \$25,000)
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95) (Applicable to Purchase Orders over \$25,000)
- 252.225-7026 Reporting of Contract Performance Outside the United States (Applicable only to first-tier Purchase Orders over \$100,000, except for Purchase Orders for Ores, National Gases, Utilities, Petroleum Products and Crudes, timber (Logs), and Subsistence).
- 252.247-7023 Transportation of Supplies by Sea (NOV 95) (In paragraph (c) "45 days" is changed to 60 days.) (Applicable to Purchase Orders over \$25,000)

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.)
- 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JAN 99) (Applies only if Seller is not a small business. "Contracting Officer" in paragraphs (b) and (c) means Buyer.)
- 252.249-7001 Notification of Substantial Impact on Employment

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

- 252.210-7003 Acquisition Streamlining (Applicable to Purchase Orders over \$1,000,000)
- 252.225-7032 Waiver of United Kingdom Levies (OCT 92) (Applicable to Purchase Orders over \$1,000,000 with a United Kingdom Firm and this Clause is in Buyer's Prime Contract.)

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)
252.227-7016	Rights in Bid or Proposal Information (JUN 95)
252.227-7018	Restrictive Markings on Technical Data
252.227-7019	Validation of Asserted Restrictions - Computer Software (JUN 95)
252.227-7026	Deferred Delivery of Technical Data (APR 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 88)
252.227-7029	Identification of Technical Data
252.227-7030	Technical Data - Withholding of Payment (OCT 88) ("Contracting Officer" and "Government" means Buyer.)
252.227-7036	Certification of Technical Data Conformity
252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 95)
252.246-7001	Warranty of Data (DEC 91) ("Contracting Officer" means Buyer.)

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.

A = ADDED

D = DELETED

R = REVISED