

Date: January 2000

**EXHIBIT A****GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT S99-22**

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 1, 1999.

<b><u>FAR/DFARS_</u></b> <b><u>Reference</u></b>	<b><u>Title</u></b>
52.211-5	Material Requirements (OCT 97) ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.215-26	Integrity of Unit Prices (Excluding paragraph (c))
52.215-40	Notification of Ownership Changes (FEB 95)
52.222-1	Notice of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-26	Equal Opportunity (APR 84) [Subparagraphs (b)(1) through (11)]
52.225-11	Restrictions on Certain Foreign Purchases (OCT 96) ("Contracting Officer" means Buyer.)
52.227-1, Alt. I	Authorization and Consent (JUL 95, APR 84)
52.227-10	Filing of Patent Applications - Classified Subject Matter (APR 84) (Applies only if contract will involve access to classified information)
52.227-11	Patent Rights - Retention by Contractor (Short Form) (JUN 89) (Applies only if Special Provision F.1 is included and Seller is a small business or non-profit organization.)
52.227-12	Patent Rights - Retention by Contractor (Long Form) (JAN 97) [Applies only if Special Provision F.1 is included. If Seller is a small business or nonprofit organization, include FAR 52.227-11, Patent Rights - Retention by the Contractor (Short Form), in such subcontract or purchase order instead of this clause.]
52.242-15	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)
52.244-2	Subcontracts (AUG 98) - ALT I (AUG 98)

252.204-7000	Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)
252.223-7002	Safety Precautions for Ammunition and Explosives (MAY 94)  (Applies only if contract involves ammunition or explosives.)
252.223-7003	Change in Place of Performance -- Ammunition and Explosives  (DEC 91) (Applies only if DFARS 252.223-7002 applies.)
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)
252.225-7016	Restriction on Acquisition of Anti-Friction Bearings (MAR 96)
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)
252.231-7000	Supplemental Cost Principles (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 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)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95)
252.227-7016	Rights in Bid or Proposal Information (JUN 95)
252.227-7019	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)
252.227-7030	Technical Data - Withholding of Payment (OCT 88) (This clause applies only if the delivery of data is required by this contract.) ("Contracting Officer" and "Government" means Buyer.)
252.227-7034	Patents - Subcontracts (APR 84)
252.227-7036	Declaration of Technical Data Conformity (MAY 87)
252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 95)

#### **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 ten working days after receipt of DO rated or five days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer.

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A = ADDED

D = DELETED

R = REVISED