

**Date: September 1999****EXHIBIT A**

**GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT F33657-86-C-0421**

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 1987.

| <u>FAR/DFARS<br/>Reference</u> | <u>Title</u>   |
|--------------------------------|--|
| 52.204-2                       | Security Requirements (APR 84) (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 (APR 84) (Applies only if items to be delivered contain such items.)  |
| 52.215-26                      | Integrity of Unit Prices (APR 87)  |
| 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 Business Concerns and Small Disadvantaged Business Concerns (JUN 85)  |
| 52.222-1                       | Notice to the Government of Labor Disputes (APR 84)  |
| 52.222-26                      | Equal Opportunity (APR 84)   |
| 52.223-3                       | Hazardous Material Identification and Material Safety Data (APR 84) (Applies only if hazardous material will be delivered)   |
| 52.223-7                       | Notice of Radioactive Materials (NOV 91) (In paragraph (1) insert "sixty (60)" before "days".)   |
| 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)
- 52.227-10 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) (APR 84) (Applies only if Special Provision F.1 is included and Seller is not a small business or non-profit organization.)
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation  
  
(APR 84) (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)
- 52.242-15 Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)
- 52.244-5 Competition in Subcontracting (APR 84)
- 52.246-23 Limitation of Liability (APR 84)
- 252.204-7000 Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)
- 252.208-7000 Required Sources for Miniature and Instrumental Ball Bearings (JUL 71)
- 252.215-7000 Aggregate Pricing Adjustment (APR 85)
- 252.223-7001 Hazard Warning Labels (DEC 91)
- 252.223-7002 Safety Precautions for Ammunition and Explosives (DEC 91)  
  
(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 End Products (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.)
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 91) (Applies only if hand or measuring tools will be delivered.)
- 252.225-7017 Preference for United States and Canadian Valves and Machine Tools (APR 92)
- 252.225-7023 Restriction on Acquisition of Carbonyl Iron Powders (APR 92)

- 252.225-7025 Foreign Source Restrictions (DEC 91)
- 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.)
- 252.239-7000 Protection Against Compromising Emanations (DEC 91)  
  
(Applies only if classified information will be processed.)

**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 Workers with Disabilities (APR 84)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 88)

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

- 52.246-25 Limitation of Liability - Services

**The following clauses also apply if the contract price exceeds \$100,000:**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 85)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 90) (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 - Negotiation (APR 84) (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.)

- 52.223-2 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) ("Contracting Officer" means Buyer.)
- 52.248-1 Value Engineering (APRI 84)
- 252.203-7001 Special Prohibition on Employment (DEC 91)
- 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 (NOV 95) (In paragraph (c) "45 days" is changed to 60 days.)

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

- 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 91)
- 252.225-7026 "Reporting of Contract Performance Outside the United States.  
  
(Not applicable if only commercial products are involved.)
- 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 and Computer Software (OCT 88)
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7018 Restrictive Markings on Technical Data (MAR 75)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 88)
- 252.227-7029 Identification of Technical Data (OCT 88)
- 252.227-7030 Technical Data - Withholding of Payment (OCT 88) ("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)
- 252.246-7001 Warranty of Data (DEC 91) ("Contracting Officer" means Buyer.)

**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.

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.

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A = ADDED

D = DELETED

R = REVISED