

April 17, 2003

EXHIBIT A
GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT N00019-00-C-0183

The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a purchase contract situation, "Contractor" shall mean Seller. Government clauses cited elsewhere in this purchase contract shall be those in effect in July 2000.

FAR/DFARS
Reference

Title

52.204-2	Security Requirements (AUG 96) (Applies only if this purchase contract requires access to classified information, "Government" means Buyer or the Government.)
52.211-5	Material Requirements (OCT 97) ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.215-15	Pension Adjustments and Asset Reversions (DEC 98) ("Contracting Officer" means Buyer and Seller's cognizant ACO.) (Applicable only if this purchase 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 (OCT 97) (Applicable only if this purchase contract is other than firm-fixed price or if certified cost or pricing data was provided.)
52.215-19	Notification of Ownership Changes (OCT 97)
52.219-8	Utilization of Small Business Concerns (OCT 99)
52.222-1	Notice of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-20	Walsh-Healey Public Contracts Act (DEC 96)
52.222-26	Equal Opportunity (FEB 99) [Subparagraphs (b)(1) through (11)]
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (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)
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".)
52.223-9	Certification and Estimate of Percentage of Recovered Material Control for EPA Designated Items (OCT 97)
52.225-8	Duty-Free Entry (FEB 00)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 00) ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent (JUL 95)
52.227-10	Filing of Patent Applications – Classified Subject Matter (APR 84) (Applies only if this purchase 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 <u>not</u> a small business or non-profit organization.)
52.227-14	Rights in Data – General (JUN 87)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (DEC 94)

52.242-15, Alt I	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)
52.244-2	Subcontracts (AUG 98) (Applies only to subcontracts in support of prime contract line items that are fixed price.)
52.244-2, Alt I	Subcontracts (AUG 98), Alt I (AUG 98) (Applies only to subcontracts in support of prime contract line items that are cost-plus.)
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 98)
252.204-7000	Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer; "45" days is changed to "60" days.)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (DEC 91)
252.215-7000	Pricing Adjustments (DEC 91)
252.223-7002	Safety Precautions for Ammunition and Explosives (MAY 94) (Applies only if this purchase 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.)
252.225-7009	Duty-Free Entry-Qualifying Country Supplies (End Products and Components) (MAR 98)
252.225-7010	Duty-Free Entry—Additional Provisions (MAR 98)
252.225-7012	Preference for Certain Domestic Commodities (MAY 99)
252.225-7014	Preference for Domestic Specialty Metals, Alt. I (MAR 98) (Applies only if this purchase contract item contains specialty metals.)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (AUG 98)
252.225-7037	Duty-Free Entry – NAFTA Country End Products and Supplies (MAR 98)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 98)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)
252.231-7000	Supplemental Cost Principles (DEC 91)
252.234-7001	Earned Value Management System (MAR 98) (if applicable to Seller pursuant to the prime contract).
252.235-7003	Frequency Authorization (DEC 91) (Applies only if this purchase contract involves developing, producing, testing or operating a device requiring radio frequency authorization.)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (MAR 00)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 00) ("Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" means Buyer.)
252.248-7000	Preparation of Value Engineering Change Proposal (MAY 94)

The following clauses also apply if this purchase contract price exceeds \$100,000:

52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 95)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 97)
	Seller shall reimburse Buyer, by purchase contract price adjustment or otherwise, the amount by which Buyer's price or fee is reduced pursuant to this clause, and
	(2) Buyer shall have the right to terminate this purchase contract for default.
	The rights and remedies of Buyer provided for under this clause are in addition to any other

rights and remedies provided by law or under this purchase contract. The rights and obligations set forth in this clause shall survive completion of, final payment under, and termination of this purchase contract.

- 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 (JUN 99) (Applies only if this purchase contract is other than Firm-Fixed-Price, if cost or pricing data was required or if cost, funding or performance reports will be furnished.)
- 52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 97) (“Contractor” shall mean Buyer and “Subcontractor” shall mean Seller.)
- 52.215-14 Integrity of Unit Prices (OCT 97) (Excluding paragraph (b)). (Not applicable if only services will be provided.)
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 95)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96) ("Contracting Officer" means Buyer.)
- 52.248-1 Value Engineering (FEB 00) [excluding subparagraph (f)]. (This clause applies only if this purchase 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 purchase 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 (NOV 95)
- 252.225-7026 Reporting of Contract Performance Outside the United States (MAR 98) (not applicable if only commercial products are involved.)
- 252.247-7023 Transportation of Supplies by Sea (MAR 00) (In paragraph (c) "45 days" is changed to 60 days.)
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96) In paragraph (e), "two weeks" is changed to 10 days.)

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

- 252.211-7000 Acquisition Streamlining (DEC 91)
- 252.225-7032 Waiver of United Kingdom Levies (OCT 92)

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 or Computer Software (APR 88)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 88)
252.227-7030	Technical Data - Withholding of Payment (MAR 00) ("Contracting Officer" and "Government" means Buyer.)
252.227-7036	Declaration of Technical Data Conformity (JAN 97)
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 99)

Additional Provisions:

PRICING OF ADJUSTMENTS. When costs are a factor in any determination of a purchase contract price adjustment pursuant to the "Changes" clause or any other provision of this purchase contract, or when the allowability of costs under this purchase 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 purchase contract, this is a rated order certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700). Including accepting or rejecting this purchase 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 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 purchase 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 purchase 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 purchase contract. Seller shall reimburse Buyer any amount by which this purchase 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 Buyer as a result of Seller's or 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 purchase 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 purchase contract. Seller shall reimburse Buyer any amount by which this purchase 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 Buyer as a result of Seller's or Seller's subcontractor's defective pricing.