

Date: November 2000

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT DCA100-00-C-4015**

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 September 29, 2000.

**FAR/DFARS
Reference**

Title

52.204-2	Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.215-15	Pension Adjustments and Asset Reversions (DEC 98) ("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.)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other than Pensions (OCT 97) (Applicable only if the 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 to the Government of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
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 (FEB 99) [Subparagraphs (b)(1) through (11)]
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 97) (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, Alt. I (AUG 98)
52.244-5	Competition in Subcontracting (DEC 96)
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 98)
52.246-25	Limitation of Liability -- Services (FEB 97) (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)
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 91)
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components) (MAR 98)
252.225-7012	Preference for Certain Domestic Commodities (MAY 99)
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)
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 (MAR 00)
252.239-7000	Protection Against Compromising Emanations (DEC 91) (Applies only if classified information will be processed.)
252.245-7001	Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.
252.246-7000	Material Inspection and Receiving Report (DEC 91)
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.)

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 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)

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-12 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 contract is other than Firm-Fixed-Price, if cost or pricing data was required or if cost, funding or performance reports will be furnished.)
- 52.215-14 Integrity of Unit Prices (OCT 97) (Excluding paragraph (b)). (Not applicable if only services will be provided.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96) (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.)
- 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.)
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95)

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

- 52.219-9 Small Business Subcontracting Plan (OCT 99), Alt II (JAN 99) (Applies only if Seller is not a small business. "Contracting Officer" in paragraph (c) means Buyer.)
- 52.230-2 Cost Accounting Standards (APR 98) (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.)
- 52.230-6 Administration of Cost Accounting Standards (NOV 99) (Add "Buyer and "before "Contracting Officer" in paragraph (e).) (This clause applies only if FAR 52.230-2 or -3 is contained in the prime contract.)
- 252.225-7026 Reporting of Contract Performance Outside the United States" (MAR 98) (not applicable if only commercial products are involved.) (This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.)

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

- 252.211-7000 Acquisition Streamlining (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 (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 (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	Declaration of Technical Data Conformity (JAN 97)
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 99)
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.

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.

Special Contract Requirements:

Nondisclosure of Sensitive and/or Proprietary Data

The Seller recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers and other private or public entities. The Seller agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (A) through (D) below.

A. Indoctrination of Personnel. The Seller agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the Seller has possession of or access to the information. Seller personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Seller Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the Buyer for retention, prior to work commencing. The Seller shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

DEFENSE INFORMATION SYSTEMS AGENCY

NONDISCLOSURE AGREEMENT FOR SELLER EMPLOYEES

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

I, _____ (print or type name), as an employee of _____ (insert name of company), a contractor performing under contract to the _____ (insert organization/directorate), pursuant to contract number DCA100-00-C-4015, agree not to disclose to any individual, business entity or anyone within _____ (insert name of employee company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: (1) any planning, programming, and budgeting system (PPBS) information, or (2) sensitive, proprietary or source selection information contained in or accessible through this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The Seller's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5 (b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the Government or the Buyer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

 (Signature of Seller Employee) (Date)

 (Seller) (Telephone No.)

B. Signed Agreements.

1. The Seller further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the Seller will inform all parties of its

agreement to allow certain Government designated contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the Buyer. These shall be signed prior to work commencing.

2. In addition the Seller shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The Seller shall discuss and attempt to resolve any problems between the Seller and those contractors designated by the Government. The Buyer shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner. Furnish the Buyer copies of communications between the Seller and associate contractor(s) relative to contract performance. Further, the close interchange between contractor(s) may require access to or release of proprietary data. In such an event, the Seller shall enter into agreement(s) with the Government designated contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Buyer.

C. Government Designated Contractors. The Seller agrees to allow the below listed Government-designated support contractors, possessing appropriate nondisclosure agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Buyer.

List of designated contractors:

All Government-designated contractors stated herein, or added at a future date, shall also enter into nondisclosure agreements with all parties providing proprietary information to the Seller, and the nondisclosure agreements shall be signed before work commences.

D. Remedy for Breach. The Seller agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this Seller or its subcontractors.

A = ADDED

D = DELETED

R = REVISED