

Date: April 2001

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT 00-S437-013-C2**

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 on September 5, 2000.

FAR/DFARS

Reference

Title

52.211-5	New Material ("Contracting Officer" means Buyer.) (MAY 95)
52.211-7	Other Than New Material, Residual Inventory and Former Government Surplus Property ("Contracting Officer" means Buyer.) (MAY 95)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.215-26	Integrity of Unit Prices (Excluding paragraph (c)) (JAN 97)
52.215-27	Termination of Defined Benefit Pension Plans (MAR 96) ("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.)
52.215-40	Notification of Ownership Changes (FEB 95)
52.222-1	Notice to the Government 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	Authorization and Consent (JUL 95), Alt. I (APR 84)
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.]
52.237-2	Protection of Government Buildings, Equipment and Vegetation (APR 84) (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)
52.244-5	Competition in Subcontracting (DEC 96)
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 95)
52.246-23	Limitation of Liability (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)
- 252.223-7001 Hazard Warning Labels (DEC 91)
- 252.225-7009 Duty-Free Entry--Qualifying Country Supplies (End Products and Components) (JAN 97)
- 252.225-7012 Preference for Certain Domestic Commodities (NOV 95)
- 252.225-7014 Preference for Domestic Specialty Metals (NOV 95), Alt. I (DEC 91) (Applies only if contract item contains specialty metals.)
- 252.225-7016 Restrictions on the Acquisition of Ball and Roller Bearings (SEP 96)
- 252.225-7025 Foreign Source Restrictions (SEP 96)
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate (OCT 92)
- 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)
- 252.245-7001 Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.

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 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 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 (AUG 96) (Applies if the contract is cost reimbursement, incentive, time-and-materials, labor hour, or price redeterminable type or any combination of these; if cost or pricing data was required; or if cost funding or performance reports will be furnished.)
- 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 Special Prohibition on Employment (NOV 95) (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 clause also applies if the contract price exceeds \$500,000:

52.215-39 Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions (MAR 96) (Applicable only if certified cost or pricing data is provided.)

252.225-7026 Reporting of Contract Performance Outside the United States" (NOV 95) (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 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)

252.227-7036 Certification of Technical Data Conformity (JAN 97)

252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 95)

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.

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.

TRUTH IN NEGOTIATIONS ACT - Modifications. (Applies if certified cost or pricing data was not provided.) Seller shall comply with the provisions of FAR 52.215-23 and 52.215-25 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.