

Date: 02-02-00**EXHIBIT A****GOVERNMENT PROVISIONS APPLICABLE TO  
PRIME CONTRACT (PURCHASE ORDER) 02C0100001**

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 2/2/00.

<b><u>FAR/DFARS Reference</u></b>	<b><u>Title</u></b>
52.204-2	Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.211-5	New Material ("Contracting Officer" means Buyer.) <b>[Pre 10/97]</b>
52.211-7	Other Than New Material, Residual Inventory and Former Government Surplus Property ("Contracting Officer" means Buyer.) <b>[Pre 10/97]</b>
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.215-26	Integrity of Unit Prices (Excluding paragraph (c)) <b>[Pre 2/97]</b>
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.) <b>[Pre 10/97]</b>
52.216-7	Allowable Cost and Payment (JUL 91). This clause applies only to cost-type contracts.
52.219-8	Utilization of Small Business Concerns (OCT 99)
52.222-1	Notice of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-21	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)]
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97) (Applies only if hazardous material will be delivered)
52.225-3	Buy American Act-Supplies (JAN 94).
52.225-10	Duty-Free Entry (APR 84)
52.225-11	Restrictions on Certain Foreign Purchases (AUG 98) ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent (JUL 95)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements" (APR 84) (Applies if work will be performed on a military installation. "Contracting Officer" means Buyer.)

52.236-13	Accident Prevention (NOV 91) ("Contracting Officer" means Buyer.)
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)
52.246-23	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.)
52.246-25	Limitation of Liability -- Services (FEB 97)
52.247-63	Preference for U.S.-Flag Air Carriers (JAN 97)
18-52.219-74	Use of Rural Area Small Businesses (SEP 90)
18-52.223-70	Safety and Health (MAR 97) (Applies if contract involves use of hazardous materials or operations, or if it exceeds \$1,000,000.)
18-52.227-70	New Technology (JUL 95) (Applies only if the contract involves experimental, developmental or research work.)
18-52.228-72	Cross Waiver of Liability for Space Shuttle Services (SEP 93)
18-52.228-76	Cross Waiver of Liability for Space Station Operations (DEC 94)
18-52.245-73	Financial Reporting of Government-Owned/Contractor-Held Property <b>[Pre 9/96]</b>
18-52.246-73	Human Space Flight Item (MAR 97)

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

52.246-25	Limitation of Liability – Services <b>[Pre 2/97]</b>
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**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.)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 95)
- 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 (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.)
- 52.246-4 Limitation of Liability -- High-Value Items (Feb 1997) ("Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer. This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
- 18-52.244-70 Geographic Participation in the Aerospace Program (APR 85)

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

- 52.215-39 Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions. (Applicable only if certified cost or pricing data is provided.) **[Pre 10/97]**
- 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JAN 99) (Applies only if Seller is not a small business. "Contracting Officer" in paragraphs (b) and (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 (APR 96) (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.)
- 18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting (JUL 97)

**The following clauses also apply if Technical Data or Computer Software will be Generated or Delivered:**

- 52.227-16 Additional Data Requirements (JUN 87)

**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.

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.

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 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.