

Date: February 2002**EXHIBIT A****GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT F33615-01-2-3152**

This purchase contract will be administered in accordance with, and the Seller will comply with the applicable requirements of DoD 3210.6-R, the DoD Grant and Agreement Regulations (DoDGARs) (13 Apr 98).

The Seller shall apply to each subcontract the administrative requirements of the DoDGARs applicable to the particular type of subcontractor. DoDGARs part 32 shall be applied to awards to universities or other nonprofit organizations, DoDGARs part 33 shall be applied to awards to state and local governments, and DoDGARs part 34 shall be applied to for-profit entities. Sellers awarding contracts under this purchase contract shall assure that subcontracts awarded contain, as a minimum, the provisions in Appendix A to DoDGARs part 34. (from Article 6.020 of the prime contract)

The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a subcontract situation, "recipient" shall mean Seller. Government clauses cited elsewhere in the contract shall be those in effect December 17, 2001.

DoDGARs *

| Reference | <u>Title</u> |
|-----------------------|--|
| Appendix B to Part 25 | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions |
| Appendix C to Part 25 | Certification Regarding Drug-Free Workplace Requirements |
| Appendix A to Part 28 | Certification Regarding Lobbying |
| 34.17 | Allowable Costs |
| 34.21 | Real Property and Equipment |
| 34.22 | Federally Owned Property |
| 34.23 | Property Management System |
| 34.31 | Requirements |
| 34.42 | Retention and Access Requirements for Records |
| Appendix A to Part 34 | Contract Provisions |

* 32 CFR Parts 21-34

Special Contract Requirements:

If the purchase contract will involve experimental, developmental or research work, the following additional provisions apply:

Inventions (from Article 6.020 of prime contract)

A. The clause entitled "Patent Rights (Small Business Firms and Nonprofit Organizations)" (37 CFR 401.14) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Seller"; replace the words "agency", "Federal Agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "purchase contract"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (L), Communication, point of contact on matters relating to this clause will be the Boeing Buyer.

B. The Seller shall file Invention (Patent) Reports as of the close of each performance year and at the end of the term for this purchase contract. Annual reports are due sixty (60) days after the end of each year of performance and final reports are due ninety (90) days after the expiration of the final performance period. The Seller shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Seller shall submit the original and one copy to the Boeing Buyer.

Data Rights (from Article 6.030 of prime contract)

A. All rights and title to data, as defined in 48 CFR 27.401, generated under this purchase contract shall vest in Seller.

B. The Seller hereby grants to the U.S. Government a royalty free, world-wide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for GOEING purposes with the exception of the detailed designs and software defined in Figure 2.1-2, page 14 of Boeing's technical proposal (BOEING-STL 01P0035) as revised in the updated cost proposal, paragraph 1.4.7, dated 17 Aug. 2001, incorporated by reference herein.

C. The Seller is responsible for affixing appropriate markings indicating rights on all data delivered under the purchase contract. The Government will have unlimited rights in all data delivered without markings.

D. The Seller shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

Foreign Access to Technology (JUN 2001) (from Article 6.040 of prime contract)

A. Definitions.

"Foreign firm or institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this purchase contract, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

"Know-how" means all information including, but not limited to, discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

"Technology" means discoveries, innovations, know-how and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this purchase contract.

B. General. The parties agree that research findings and technology developments in Control of Multi-Mission UAV Systems technology may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this purchase contract by foreign firms or institutions must be carefully controlled. The controls contemplated in this article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR pt. 120 et seq.), the DOD Industrial Security Regulation (DOD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et seq.).

C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions.

1. In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C.2, C.3, and C.4 below shall apply to any transfer of technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales of licensing of technology. Transfers do not include:

a. sales of products or components, or

b. licenses of software or documentation related to sales of products or components, or

c. transfer to foreign subsidiaries of the Seller for purposes related to this purchase contract, or

d. transfer which provides access to technology to a foreign firm or institution which is an approved source of supply or source for the conduct of research under this purchase contract provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this purchase contract.

2. The Seller shall provide timely notice to the Government of any proposed transfer from the Seller of technology developed under this purchase contract to foreign firms or institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the Seller, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the Seller.

3. In any event, the Seller shall provide written notice to the Government program manager of any proposed transfer to a foreign firm or institution at least sixty (60) days prior to the proposed date of transfer. Such notice shall cite this article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) days of receipt of the Seller's written notification, the Government program manager shall advise the Seller whether the Government consents to the proposed transfer. In cases where the Government does not concur or sixty (60) days after receipt and the Government provides no decision, the Seller may utilize the procedures under the article entitled "*Claims, Disputes and Appeals*". No transfer shall take place until a decision is rendered.

4. Except as provided in subparagraph C.1 above and in the event the transfer of technology to foreign firms or institutions is not approved by the Government, but the transfer is made nonetheless, the Seller shall (a) refund to the Government the funds paid for the development of the technology and (b) negotiate a license with the Government to the technology under terms that are reasonable under the circumstances.

D. Lower Tier Agreements. The Seller shall include this article, suitably modified, to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

E. This article shall remain in effect during the term of the purchase contract and for five (5) years thereafter.

Assurances (JUN 2001) (from Article 9.010 of the prime contract)

(a) By signing or accepting funds under the purchase contract, the Seller assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

(i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195;

(ii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR part 90;

(iii) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56;

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(b) The Seller shall obtain assurances of compliance from subcontractors and recipients at lower tiers.

U.S. Flag Air Carriers (NOV 1999) (from Article 9.020 of the prime contract)

Travel supported by U.S. Government funds under this agreement shall use U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. (See General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421.)

A = ADDED

D = DELETED

Exhibit F33615-01-2-3152

R = REVISED