

**Boeing Information, Space & Defense Systems**

**Date: August 1998**

**EXHIBIT A**

**GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT F34601-98-C-0125**

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 listed below or cited elsewhere in the contract shall be those in effect in October 1997.

**FAR/DFARS  
Reference**

**Title**

52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
52.222-1	Notice of Labor Disputes ("Contracting Officer" means Buyer.)
52.225-10	Duty-Free Entry
52.242-15	Stop Work Order ("Contracting Officer" means Buyer)
252.225-7012	Preference for Certain Domestic Commodities

**The following clauses also apply if the contract price exceeds \$10,000:**

52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-37	Employment Report on Special Disabled Veterans and Veterans of the Vietnam Era.

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

52.246-25	Limitation of Liability - Services [Pre 2/97]
-----------	---

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.215-2 Audit and Records-Negotiation (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.)

**The following clause also applies if the contract price exceeds \$500,000:**

- 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. (Applies only if Seller is not a small business. "Contracting Officer" in paragraphs (b) and (c) means Buyer.)

**The following clause also applies if Technical Data or Computer Software will be Generated or Delivered:**

- 252.227-7037 Validation of Restrictive Markings on Technical Data

**The following Air Force FAR Supplement clauses are applicable as indicated:**

- 5352.204-9000 Notification of Government Security Activity (Applies only if work will be performed on a Government installation.)
- 5352.223-9001 Health and Safety on Government Installations (Applies only if work will be performed on a Government installation.)

**The following prime contract clause is applicable if contract work is performed outside the United States:**

- (a) The Government shall make available KC-10 bed-down bases, subject to local customs and policies and the individual capability limitations of the bases therein and the approval of the respective theater/base commanders, as well as the controlling provisions of the applicable inter-governmental agreement, the following support activities/privileges to the contractor U.S. Citizen personnel (and their dependents):
  - (1) Entry into and exit from specified foreign countries as "Exempt Personnel."
  - (2) Duty free import/export into and from specified foreign countries.
  - (3) U.S. Customs exemptions under PL 89-436.

- (4) U.S. Customs exemptions under the Tariff Act of 1930.
  - (5) Use of U.S. dollars and military banking facilities.
  - (6) Use of recreation facilities.
  - (7) Purchase of U.S.F.J. kerosene, diesel fuel, gasoline and garage services.
  - (8) Purchase at military exchanges, commissaries, beverage sales outlets and other similar appropriated and non-appropriated fund outlets.
  - (9) Membership in open messes, golf clubs, etc.
  - (10) APO privileges.
  - (11) Routine and emergency medical and dental care (if customarily available to other contractor and DOD civilian personnel). Rates and charges will be IAW applicable directives.
  - (12) Dependent schools (Priority II - space-required tuition paying).
  - (13) Exchange theaters.
  - (14) Registration of POV in U.S. Forces Status.
  - (15) U.S.F.J. operators permit.
  - (16) Laundry and dry cleaning facilities.
  - (17) Mortuary services.
  - (18) B.O.Q. on a space available basis.
- (b) The Seller supervisory and key personnel shall be afforded DoD GS-12 civilian grade status. When the support activities are made available the Seller personnel shall be subject to normal charges for these facilities/services. If at any time some or all of the above privileges should be revoked or made unavailable to the Seller personnel by reason of actions of the host country or change in the controlling inter-governmental agreement, the Seller agrees to be governed by such revocation. If the Seller determines that such revocation presents an undue hardship, the Seller may request an equitable adjustment to the contract. Any negotiated adjustment will be subject to Government approval.

**The following prime contract clause is applicable if contract work is performed on a Government installation:**

- (a) In performing work under this contract on a Government installation, the Seller shall -
- (1) Conform to the specific safety requirements established by this contract;
  - (2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;
  - (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the Buyer or Contracting Officer may reasonably require for safety and accident prevention purposes.

- (b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Seller shall comply with the safety rules of that Government installation, in effect on the date of this contract.
- (c) The Buyer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
- (d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the Cancellation-Default clause.

---

A = ADDED

D = DELETED

R = REVISED