

Date: September 1999**EXHIBIT A****GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT 961551**

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 January 1995.

**FAR/DFARS
Reference****Title**

52.208-1	Required Source for Jewel Bearings and Related Items (Applies only if items to be delivered contain such items.)
52.211-5	New Material ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.215-25	Subcontractor Cost or Pricing Data - Modifications (DEC 94)
52.215-26	Integrity of Unit Prices (Excluding paragraph (c))
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.)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 90)
52.222-1	Notice of Labor Disputes (OCT 95) ("Contracting Officer" means Buyer.)
52.222-26	Equal Opportunity (OCT 95)
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 91) (Applies only if hazardous material will be delivered)
52.223-7	Notice of Radioactive Materials (NOV 91) (In paragraph (1) insert "sixty (60)" before "days".)
52.225-11	Restrictions on Certain Foreign Purchases (MAY 92) ("Contracting Officer" means Buyer.)

- 52.227-1 Authorization and Consent (JUL 95)
- 52.242-15 Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)
- 52.246-23 Limitation of Liability
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97)
- 252.225-7002 Qualifying Country Sources (DEC 91)
- 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)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 18-52.219-74 Use of Rural Area Small Businesses (SEP 90)
- 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)
- 18-52.228-78 Cross Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (SEP 93)

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

- 52.222-20 Walsh-Healy Public Contracts Act (APR 84)
- 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 Disabled Veterans and Veterans of the Vietnam Era (MAR 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)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 91) (Seller's signed proposal provided the required certification.)

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 90)
- 52.215-2 Audit and Records-Negotiation (OCT 95)
- 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 (OCT 95) ("Contracting Officer" means Buyer.)
- 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.)
- 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (OCT 95) (Applies only if Seller is not a small business. "Contracting Officer" in paragraphs (b) and (c) means Buyer.)
- 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:

- 52.227-14 Rights in Data - General (JUN 87)
- 252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95)
- 252.227-7014 Rights in Noncommercial Software and Noncommercial Software Documentation (JUN 95)
- 252.227-7016 Rights in Bid or Proposal Information (JUN 95)
- 252.227-7030 Technical Data - Withholding of Payment (OCT 88) ("Contracting Officer" and "Government" means Buyer.)
- 18-52.227-14 Rights in Data -- General (Undated)

Additional Provisions:

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.

A = ADDED

D = DELETED

R = REVISED