

Date: August 2001

EXHIBIT A**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT NAS2-01064**

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 April 2001.

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

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| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity |
| 52.204-2 | Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.) |
| 52.211-15 | Defense Priority and Allocation Requirements (SEP 90) |
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 97). [Contracting Officer shall mean Buyer in subparagraph (a).] |
| 52.219-8 | Utilization of Small Business Concerns (OCT 00) |
| 52.222-1 | Notice to the Government 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)] |
| 52.225-13 | Restrictions on Certain Foreign Purchases (JUL 00) ("Contracting Officer" means Buyer.) |
| 52.227-1, Alt. I | Authorization and Consent (JUL 95, APR 84) |
| 52.227-10 | Filing of Patent Applications - Classified Subject Matter (APR 84) (Applies only if contract will involve access to classified information) |
| 52.242-15 | Stop Work Order (AUG 89) ("Contracting Officer" means Buyer) |
| 52.244-6 | Subcontracts for Commercial Items and Commercial Components (OCT 98) |
| 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 (NOV 98) (Applies only if the contract involves experimental, developmental or research work.) |

- 18-52.245-70 Contractor Requests for Government-Owned Equipment (JUL 97) ("Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.
- 18-52.245-73 Financial Reporting of NASA Property in the Custody of Contractors
(SEP 96)

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

- 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 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 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.)
- 52.223-14 Toxic Chemical Release Reporting (OCT 00) (Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) 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:

- 18-52.219-75 Small Business Subcontracting Reporting (MAY 99)
- 18-52.219-76 NASA 8 Percent Goal (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)
- 18-52.227-84 Patent Rights Clauses

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.

A = ADDED

D = DELETED

R = REVISED