

Date: July 2002

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT **NAS8-02093****

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 July 12, 2002.

<u>FAR/NASA_</u> <u>Reference</u>	<u>Title</u>	
52.211-15	Defense Priority and Allocation Requirements (SEP 90)	
52.215-15	Pension Adjustments and Asset Reversions (OCT 97) ("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.)	
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other than Pensions (OCT 97) (Applicable only if the contract is other than firm-fixed price or if certified cost or pricing data was provided.)	
52.215-19	Notification of Ownership Changes (OCT 97)	
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).]	A/Orig.
52.219-8	(DELETED)	D/Orig.
52.222-1	(DELETED)	D/Orig.
52.222-21	(DELETED)	D/Orig.
52.222-26	Equal Opportunity (FEB 99) [Subparagraphs (b)(1) through (11)]	
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97), Alt. I (JUL 95) (Applies only if hazardous material will be delivered)	
52.227-1, Alt. I	Authorization and Consent (JUL 95), Alt I (APR 84)	
52.242-15	Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)	
52.243-1	Changes - Fixed Price (AUG 87), Alt II (APR 84)	
52.244-5	Competition in Subcontracting (DEC 96)	

52.244-6	Subcontracts for Commercial Items and Commercial Components (DEC 01)	R/Orig.
52.245-2	Government Property (Fixed Price Contracts) (DEC 89)	
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.)	
18-52.208-81	Restrictions on Printing and Duplicating (OCT 01)	R/Orig.
18-52.219-74	Use of Rural Area Small Businesses (SEP 99)	
18-52.223-70	Safety and Health (MAY 01) (Applies if contract involves use of hazardous materials or operations, or if it exceeds \$1,000,000.)	R/Orig.
18-52.223-74	Drug- and Alcohol-free Workforce (MAR 96)	
18-52.227-72	Designation of New Technology Representative and Patent Representative (JUL 97)	
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.	

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 (DEC 01)	R/Orig.
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 (DEC 01)	R/Orig.

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

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.)	
52.215-14	Integrity of Unit Prices (OCT 97) (Excluding paragraph (b)). (Not applicable if only services will be provided.)	

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). (A copy of each notice sent to the Government will be sent to Buyer.) ("Contracting Officer" means Buyer.)

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

52.219-9 Small Business Subcontracting Plan (JAN 00), Alt II (OCT 01) (Applies only if Seller is not a small business. "Contracting Officer" in paragraph (c) means Buyer.)

52.230-2 Cost Accounting Standards (APR 98) (This clause applies only if Seller is subject to R/Orig. Cost Accounting Standards (CAS).)

52.230-6 Administration of Cost Accounting Standards (NOV 99) (Add "Buyer and "before A/Orig. "Contracting Officer" in paragraph (e).)

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), Alt I as modified by NASA FAR Suppl. 1852.227- R/Orig. 14, Alt I (JUN 87)

52.227-16 Additional Data Requirements (JUN 87)

18-52.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 01)

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. (DELETED) [D/Orig.]

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. [A/Orig.]

A = ADDED

D = DELETED

R = REVISED