

Date: September 2002**EXHIBIT A**

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT **NRO000-02-C-0343****

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 September 17, 2002.

FAR/NAM Reference

<u>Title</u>	
52.211-5	Material Requirements (AUG 00) ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
52.219-8	Utilization of Small Business Concerns (OCT 00)
52.222-19	Child Labor -- Cooperation with Authorities and Remedies (FEB 01)
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) paragraphs (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)
52.227-12	Patent Rights - Retention by Contractor (Long Form) (JAN 97) [Applies only if Special Provision F.1 is included. If Seller is a small business or nonprofit organization, include FAR 52.227-11, Patent Rights - Retention by the Contractor (Short Form), in such subcontract or purchase order instead of this clause.]
52.242-15	Stop Work Order (AUG 89), Alt I (APR 84) ("Contracting Officer" means Buyer)
52.244-5	Competition in Subcontracting (DEC 96)
52.244-6	Subcontracts for Commercial Items and Commercial Components (DEC 01)
52.246-23	Limitation of Liability (FEB 97)
52.246-25	Limitation of Liability -- Services (FEB 97)
52.247-63	Preference for U.S.-Flag Air Carriers (JAN 97)
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (SEP 99)
N52.209-008	Organizational Conflicts of Interest: General (MAR 96)
N52.215-002	Intention to Use Consultants (JAN 98)
N52.223-005	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (OCT 97)

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

52.222-20	Walsh-Healey Public Contracts Act (DEC 96)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 98)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)

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.)

52.227-2 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.)

52.246-24 Limitation of Liability -- High-Value Items (Feb 1997) ["Government's" shall mean Government's or Buyer's in paragraph (e).

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 00)

N52.203-003 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 99) (DFARS 252.203-7001)

N52.209-001 Acquisition from Subcontractors Subject to On-Site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (MAR 96)

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)

52.227-16 Additional Data Requirements (JUN 87)

252.227-7018 Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program (JUN 95)

N52.227-015 Rights in Technical Data: Noncommercial Items (JUL 96) (DFARS 252.227-7013)

N52.227-017 Validation of Restrictive Markings on Technical Data (DEC 99) (DFARS 252.227-7037)

N52.227-021 Rights in Bid or Proposal Information (MAR 96) (DFARS 252.227-7016)

N52.227-033 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAR 96), Alt I (MAR 96) (DFARS 252.227-7014)

Additional Provisions:

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