

## Boeing Information, Space & Defense Systems Group

Date: November 1997

### EXHIBIT A

#### GOVERNMENT PROVISIONS

#### APPLICABLE TO

#### PRIME CONTRACT N62269-89-C-0276

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 1989.

#### FAR/DFARS REFERENCE

#### TITLE

|           |   |
|-----------|---|
| 52.204-2  | Security Requirements (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.) |
| 52.210-5  | New Material ("Contracting Officer" means Buyer.)   |
| 52.210-7  | Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property ("Contracting Officer" means Buyer.)              |
| 52.212-8  | Defense Priority and Allocation Requirements.   |
| 52.212-13 | Stop Work Order ("Contracting Officer" and "Government" mean Buyer.)  |

|              |   |
|--------------|---|
| 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.)   |
| 52.222-4     | Contract Work Hours and Safety Standards Act - Overtime Compensation  |
| 52.223-3     | Hazardous Material Identification and Material Safety Data (Applies only if hazardous material will be delivered)   |
| 52.227-1     | Authorization and Consent   |
| 52.227-11    | Patent Rights - Retention by Contractor (Short Form). (Applies only if Special Provision F.1 is included and Seller is a small business or non-profit organization.)          |
| 52.227-12    | Patent Rights - Retention by Contractor (Long Form) (Applies only if Special Provision F.1 is included and Seller is <u>not</u> a small business or non-profit organization.) |
| 52.244-5     | Competition in Subcontracting   |
| 252.231-7000 | Supplemental Cost Principles  |

**The following clause also applies if the contract price exceeds \$2,500:**

|           |  |
|-----------|--|
| 52.222-36 | Affirmative Action for Handicapped Workers |
|-----------|--|

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

- 52.215-1 Examination of Records by Comptroller General
- 52.215-2 Audit Negotiation
- 52.222-35 Affirmative Action for Special Disabled and Viet Nam Era Veterans

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

- 52.223-2 Clean Air and Water (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. ("Contracting Officer" means Buyer.)

**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 clauses also apply if Technical Data or Computer Software will be Generated or Delivered:**

252.227-7013

Rights in Technical Data and Computer Software

252.227-7018

Restrictive Markings on Technical Data

252.227-7030

Technical Data - Withholding of Payment ("Contracting Officer" and "Government" means Buyer.)

252.227-7036

Certification of Technical Data Conformity

252.227-7037

Validation of Restrictive Markings on Technical Data

---

**A = ADDED**

**D = DELETED**

**R = REVISED**

[Contact Us](#) | [Text Index](#) | [Site Terms](#) |  
[Privacy](#) | [Copyright](#)©Boeing. All rights  
reserved.