

**PN-016: T- ARMS (Andover Incoming Tucson CCA and Metalfab Version) Rev 2  
dated 05/01**

\* Changes from last revision

**ADDITIONAL SOLICITATION/PURCHASE ORDER TERMS AND CONDITIONS**

This set of additional Terms and Conditions applies to all fixed price orders for products delivered for use and/or incorporation in Raytheon's facility CCA and Metalfab product lines only. This attachment does not apply to fixed price level of effort, time and materials, labor hours, software or facilities type orders. This document does not apply to commercial items as defined in FAR 2.101.

1. Special additional customer contract specific attachments: for the following customer contracts the identified Raytheon Missile Systems (Tucson) T-Attachment(s) also apply to Raytheon Andover CCA product line order as shown by a check next to the applicable customer contract below:

| Applicable,<br>if Checked below,or noted<br>on front page of p.o. | <u>Customer Contract</u>   | <u>T-Attachment(s)</u>            |
|---|--|-----------------------------------|
| [ ]   | DASG-60-98-C-0061  | T-AIT (98) [11/98]                |
| [ ]   | F29601-98-9-0001   | T-ADT (98) [4/98]                 |
| [ ]   | F29601-96-C-0031   | T-SEAD (96) [8/97]                |
| [ ]   | F33657-93-L-2257   | T-FACILITY LEASE<br>(93) [4/96]   |
| [ ]   | MDA972-98-9-0007   | T-UCAVATD (98)<br>[8/98]          |
| [ ]   | MDA972-97-3-0018   | T-AM3 [12/98]                     |
| [ ]   | N00024-98-C-5425(for<br>other than US suppliers<br>only)             | T-RAM NON-US (99)<br>[8/99]       |
| [ ]   | N00024-98-C-5441 &<br>99-C-5450(for other<br>than US suppliers only) | T-RAM LCHR NON-<br>US (99) [8/99] |
| [ ]   | 980600 (HQ0006-<br>98-C-0003)  | T-EKVLSI [6/15/99]                |
| [ ]   | UKG 712  | T-ASRAAM [3/93]                   |
| [ ]   | N00024-00-C-5487<br>(for other than US<br>suppliers only)            | T-RAM NON US (00)<br>[3/00]       |

|     |   |                                  |
|-----|---|----------------------------------|
| [ ] | N00024-00-C-5482<br>(for other than US<br>suppliers only) | T-RAM LCHR NON<br>US (00) [4/00] |
| [ ] | 104/2000  | T-104/2000 (12/00)               |
| [ ] | F33615-00-2-5904  | T-S&MEI (8/00)                   |
| [ ] | 304402  | T-AGSPDI (00) [6/00]             |
| [ ] | F08630-01-C-0001  | T-PIOS                           |
| [ ] | N00019-00-C-0133 &<br>0135                                | T-SWDR (00)                      |
| [ ] | DAAH01-00-C-0107  | T-TOWF&F (00)                    |
| [ ] | *ALMC1/3399   | T-PAVWY                          |

**A copy of the above T-attachment(s) which are checked off or noted on front page of purchase order as applicable are attached hereto and incorporated herein as if fully set forth below. In any event, it is Seller's responsibility to obtain and review copies of the above listed incorporated documents, at the revision shown, from the Raytheon internet web site – URL**

**address: <http://www.eseb.raytheon.com/tandc/html/escaltx.htm>**

2. In addition to the above, all orders include the following:

a. TYPE PO: For all orders, unless otherwise stated, this order is fixed price.

3. SPI and Required Materials and Process Specifications (TP-490 [4/00])

Because Single Process Initiatives (SPI) are so beneficial, Raytheon expects use of those which are authorized and will assist with requests for any others. To this end, and for this Raytheon order, Raytheon hereby approves seller's immediate/continued use/flow down of those SPIs listed below and of any others previously or later approved by Buyer in writing. It is not mandatory, however, to requalify or change materials and processes currently in use which are compliant with existing requirements. Hardware need only conform to the minimum acceptance criteria of the listed specifications whenever that hardware is produced using any of the materials and processes listed below:

Soldering and Electronics Assembly  
Hybrid Microelectronics Manufacturing

J-STD-001B, Class 3  
MIL-PRF-38534

|                                     |  |
|-------------------------------------|--|
| Printed Wiring Board Fabrication    | MIL-PRF-31032  |
| Quality System                      | ANSI/ISO/ASQC Q9001-1994   |
| Calibration System                  | ANSI/NCSL Z540   |
| Test Equipment Prove-In             | TES 1059276  |
| Stainless Steel Passivation         | ASTM-A380  |
| Configuration & Data Management     | MIL-STD-973, MIL-STD-974,<br>ISO 13003-230                                       |
| (Production Programs Only):         | CLASS 1 & MIL-T-31000  |
| Software Development                | ISO/IEC 12207  |
| Military Specifications & Standards | Authority is granted to use latest<br>RELEASED revision                          |
| Non-Fire Retardant Packaging        | Use of commercial non-fire retardant<br>foam-in place packaging is<br>authorized |
| Electrostatic Discharge Control     | MIL-STD-1686, Revision C   |

4. All US Government orders include:

1. Product Oriented Survey (POS) Audit  
Per DFARS 246.103, the Government may conduct a product oriented survey (s) of Seller to determine compliance with requirements of the contract. Should such surveys be required under purchase orders of less than \$500K, any additional costs therefore shall be negotiable under the changes clause.
2. Notice of Radioactive Materials – FAR 52.223-7
3. Responsibility for Supplies – FAR 52.246-16
4. FAR 52.232-16 Progress Payments - applicable only if approved by Buyer elsewhere in this PO. Alt I applies if Seller is a small business; Alt II applies if the PO is a letter contract. In addition, the following changes, in accordance with FAR 32.504 (e), are made to this FAR clause: To protect the Government’s rights as it relates to title and the vesting of title property, there is no substitution for the word Government. In paragraph (d)(2)(iv) the terms “Government” is changed to “Contractor”. In paragraph (g) the term “Government” is expanded to “Government or Prime Contractor” and the term “Contracting Officer” is expanded to “Contracting Officer or Prime Contractor”.
5. DFARS 252.232-7004 DoD Progress Payment Rates applicable only if this is an order under a DoD prime contract & Buyer makes FAR 52.232-16 above applicable.
6. DFARS 252.225-7008 “Supplies to be Accorded Duty Free Entry applicable only where DFE authorized through the cognizant Raytheon Buyer.
7. DFARS 252-225-7043 “Antiterrorism/Force Protection Policy for Defense

Contractors Outside the US applies only if travel or performance outside the US is required.

8. Exclusion of Mercury Electronics (applicable to US Navy Programs only)
  1. Supplies furnished shall contain no free mercury (metallic form) or mercury compounds (e.g. mercuric oxide & mercuric chloride) without written approval of NAVSEA. Note: Seller shall perform a review to the extent necessary for a reasonable assurance that mercury is not being used in the supplier (e.g. review of drawing parts lists and material lists)
  2. Mercury bearing instrument and equipment (i.e. those instruments containing free mercury) shall not be used in the manufacture, fabrication, assembly, testing etc. of any supplies. Note:
    - a. The most probable causes of mercury contamination are direct connected manometers, mercury vacuum pumps, mercury seals, mercury-in-glass thermometers or handling free mercury in the immediate vicinity of supplies.
    - b. The Subcontractor shall perform a review of his facilities to provide reasonable assurance that supplies are not in danger or mercury contamination (e.g. check of instruments and Test Equipment (TE)).
    - c. In case of doubt or question regarding mercury, contact NAVSEA for assistance.
    - d. For accidents involving actual or suspected mercury contamination of supplies, contact NAVSEA immediately.
  3. Seller shall develop the same assurance and confidence of compliance with the mercury exclusion clause as it does with other specification requirements (e.g. toxic materials, flammable materials, fragile materials and radioactive materials).
  4. The Subcontractor shall require all Subcontractors to comply with the mercury exclusion requirements.
9. Plastic Encapsulated Devices Prohibition (applies to the RAM Program only)

Use of plastic encapsulated devices is prohibited without prior written approval of Raytheon obtained through the cognizant Buyer.
10. Special Foreign Access Restrictions

For the specific customer contracts identified below, written Government approval, obtained through the cognizant Raytheon Buyer, must be obtained prior to assigning or granting access to work, equipment or technical data generated or delivered under the contract to foreign persons or their representatives:

F33615-98-C-1373  
PO 1436003-164 (DAAH01-98-C-0105)  
PO 1436005-164

- \*11. US Government orders over \$100K include the following clause:

Pending publication of other implementing instructions in the Federal Acquisition Regulation (FAR), this clause implements the flowdown requirements of Executive Order 13201, hereinafter referred to as the Executive Order or Order. The Order is effective 18 April 2001 and, unless otherwise exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of the Executive Order, applies to all Purchase Orders (Contracts) which exceed the U.S. Government "Simplified Acquisition Threshold" as defined in the Office of Federal Procurement Policy Act (41 U.S.C. 403).

"a. During the term of this contract, the Seller agrees to post a notice, of such size and in such form as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the last sentence shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)):

#### "NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

"If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

"For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.

Washington, D.C. 20570

"To locate the nearest NLRB office, see NLRB's website at [www.nlr.gov](http://www.nlr.gov)."

"b. The Seller will comply with all provisions of the Executive Order, and related rules, regulations, and orders of the Secretary of Labor.

"c. In the event that the Seller does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this Purchase Order may be cancelled, terminated, or suspended in whole or in part, and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to the Executive Order p. Such other sanctions or remedies may be imposed as are provided in Executive Order or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.