

PURCHASE ORDER ATTACHMENT SA-001
CONSULTING AGREEMENT

This Agreement is entered into by and between Raytheon Company hereinafter referred to as "Raytheon" and _____, hereinafter referred to as CONSULTANT for Consultant Services described as follows:

1. Terms of Agreement

The term of this Agreement shall be from _____ to _____ at a total amount not to exceed \$ _____.

2. Statement of Work: (Use additional pages if necessary and attach.)

3. Payment

Raytheon agrees to pay CONSULTANT at the rate of \$ _____ per day for each day worked. Fractional parts of a day shall be prorated on the basis of an eight- (8) hour working day. In no event shall the total services to be performed hereunder exceed the term of this Agreement or \$ _____.

Raytheon will not reimburse CONSULTANT for any costs or expenses in respect to CONSULTANT'S performance under this Agreement unless and only to the extent that such costs or expenses have been approved in advance by Raytheon. In the event that CONSULTANT'S expenses are approved, Raytheon will reimburse CONSULTANT for reasonable and actual charges. Billings for such pre-approved expenses will be substantiated by receipts and verifying documents. Reimbursable expenses includes:

- a. Air travel up to the equivalent of tourist round trip airfare.
- b. Lodging for single occupancy.
- c. Meals including tips, except for alcoholic beverages.
- d. Rental of low cost automobile.
- e. Other out-of-pocket expenses which may be reimbursable if deemed reasonable by Raytheon include: baggage handling, business telephone/telefax expenses, excess baggage handling charges for business purposes, headsets on flights over six hours, laundry and dry cleaning, parcel checking, parking fees, postage, public transportation, taxis, and tools.
- f. If CONSULTANT'S personal vehicle is used for travel purposes hereunder at the direction of Raytheon, CONSULTANT shall be reimbursed at \$ _____ per mile.

4. Submission of Invoices

CONSULTANT shall keep accurate records of the time expended by CONSULTANT in performing the services hereunder. Invoices shall be submitted at the end of each month for which services have been requested and performed. Such invoices shall accurately reflect the dates and number of hours worked, shall identify any other authorized expenses incurred accompanied by supporting vouchers, and shall make reference to such agreements and to applicable Government contracts by number.

Applicable Government Contract Numbers:

All invoices shall contain the following:

- a) "I certify that the above charges are correct and just and that payment therefore has not been received."
- b) A written report describing the services performed, if applicable.

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5. Standard of Workmanship; Non-Assignment

All services hereunder shall be performed in accordance with the highest professional standards of workmanship. CONSULTANT shall not, in whole or in part, assign or subcontract any of the services to be performed hereunder without the prior written consent of Raytheon.

6. Security

In performance of this Agreement, the CONSULTANT may require access to information in connection with Government contracts classified to the level of "Secret". CONSULTANT shall conform to the security requirements as prescribed by the National Industrial Security Program Operating Manual for safeguarding classified information and will follow the instructions of Raytheon's employees under whose guidance CONSULTANT shall perform.

The clause set forth in Federal Acquisition Regulation 52.204-2 entitled "Security Requirements," is incorporated by reference herein except that the term "Contractor" shall mean CONSULTANT and the terms "Contracting Officer" and "the Government" shall mean Raytheon.

CONSULTANT agrees to keep and maintain an active security clearance commensurate with the degree of security classification designated by Raytheon for the work to be performed hereunder.

A type "A" Consultant Service Certificate is being processed under the terms of this Contract. Access to classified materials is not authorized until this Certification has been processed. No Form DD254 is required.

7. Compliance with Laws, Regulations and Certifications

CONSULTANT agrees to comply with all Raytheon policies, rules and regulations which may be in effect during the term of this agreement, as well as all Federal, State and Local Laws, Statutes, Ordinances and Regulations.

CONSULTANT also certifies compliance with the requirements of the Immigration Reform and Control Act of 1986, and in particular, CONSULTANT shall be responsible for the completion and maintenance of the applicable I-9 forms. CONSULTANT hereby indemnifies, and agrees to hold Raytheon harmless from any and all liability, damages, and penalties imposed by reason of CONSULTANT'S failure to fully comply with said Act.

8. Technical Data

For the purpose of this clause, the term "data" means all information, including drawings, prints, specifications, reports and designs.

CONSULTANT agrees that all data furnished by Raytheon to CONSULTANT for use in connection with this Agreement, all data required to be delivered to Raytheon under this Agreement, and all data arising out of the work called for under this Agreement shall be and remain the sole property of Raytheon. CONSULTANT further agrees that all such data as well as any that may be observed within any Raytheon facility shall (1) be kept in confidence and not disclosed to third parties without the prior written approval of Raytheon, and (2) shall not be used in the production, manufacture or design of any article or material, without Raytheon's prior written consent. These obligations shall survive the termination of this agreement. CONSULTANT shall deliver all data to Raytheon upon Raytheon's request, and in any event upon the completion or termination of all work hereunder, whichever first occurs, and Consultant shall be fully responsible for the care and protection of data until such delivery.

When assigned a Raytheon Engineering Notebook, the notebook shall remain the property of Raytheon. CONSULTANT agrees to maintain a daily log of all calculations, sketches and other data relevant to CONSULTANT's consultancy in accordance with the instructions in the Notebook. This Notebook shall be returned to Raytheon upon termination of this Agreement.

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9. Copyrights and Mask Works

CONSULTANT agrees that all right, title, and interest in and to all original works of authorship, including mask works fixed in a semiconductor chip product, which CONSULTANT produces or composes in conjunction with the services to be performed hereunder for Raytheon or any of its subsidiaries shall belong to Raytheon and Raytheon shall have the right to obtain registrations of copyright or mask work thereon throughout the world. To the extent permitted by The Copyright Act (Title 17, United States Code), all works produced or composed under this agreement shall be considered works made for hire and belong to Raytheon. CONSULTANT agrees to assign, and does hereby assign, to Raytheon CONSULTANT'S rights to all other works of authorship or mask works produced or composed in connection with this Agreement. CONSULTANT further agrees to cooperate with Raytheon to secure or protect its interest in any copyright or mask work relating to this Agreement.

10. Termination and Release

- a. In addition to any other rights of Raytheon hereunder and not in limitation thereof, this Agreement may be terminated by thirty (30) days written notice at no cost, provided that all rights of the parties arising by calls or work assignments of Raytheon under the Agreement issued prior to the time of such termination shall survive such termination (see B. below).
- b. Calls or work assignments under this Agreement may be terminated by giving written notice thereof to CONSULTANT. Upon receipt of Notice of Termination, CONSULTANT shall terminate all work and deliver to Raytheon the results of CONSULTANT'S performance to that time. Any advance payment made shall be prorated to the date of termination and any excess payment shall be returned to Raytheon.
- c. Since this Agreement requires that CONSULTANT services be provided by personnel of CONSULTANT, this Agreement may be terminated by Raytheon upon CONSULTANT'S inability to provide adequate personnel or inability to provide a particular employee, with no further payment by Raytheon due to CONSULTANT.
- d. Either party shall have the right to terminate this Agreement upon a written notice in the event of any breach in the obligations of the other party. Cure time in the event of a breach of this contract shall be 20 days.
- e. Prior to and as a condition of final payment, CONSULTANT shall deliver to Raytheon a release in form and substance satisfactory to Raytheon, discharging it and the Government, its officers, agents, and employees of all liabilities, obligations, and claims arising out of this order and the performance thereof.

11. Examination of Records

CONSULTANT agrees that Raytheon Company or, where appropriate, the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment, under this agreement, have access to and the right to examine any of CONSULTANT'S directly pertinent books, documents, papers, and records involving transactions related to this Agreement.

12. Covenant Against Contingent Fees

CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any understanding that a commission, percentage, brokerage, or contingent fee will be paid. For breach or violation of this warranty, Raytheon shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the payments due, or recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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13. Patents

As a part of this Agreement, and without additional compensation, CONSULTANT agrees to and does hereby sell, assign, and transfer to Raytheon, its successors and assignees, the entire right, title and interest in and to any and all inventions, discoveries, or improvements which are conceived or first actually reduced to practice in the performance of this Agreement, and to all applications for and Letters Patent covering same, as well as any reissues, divisions, and extensions of said applications or Letters Patent. CONSULTANT further agrees to furnish Raytheon with complete information on each such invention, discovery, or improvement and to make, execute and deliver to Raytheon any and all patents or patent applications, as well as all papers, documents, affidavits, statements, or other instruments, in such form, terms and contents as required by Raytheon in or incident to the prosecution of any and all applications for patent filed by CONSULTANT or Raytheon with respect to such inventions, discoveries, or improvements or in the adjustment or settlement of any interferences or other actions or proceedings in which such applications may become involved.

Before final payment is made under this Agreement, CONSULTANT shall furnish to Raytheon complete information in respect of inventions, discoveries, or improvements conceived or actually reduced to practice in connection with the services performed hereunder; or a statement that no inventions, discoveries, or improvements emanated from such services. Such information or statement shall be forwarded to Raytheon's Patent Department, Office of the General Counsel, through the Raytheon buying representative named herein.

14. Conflict of Interest

CONSULTANT agrees that during the period this Agreement is in force not to accept tasks from or render services to other companies, which are in conflict with the tasks or services to be rendered to Raytheon under the terms of this Agreement. CONSULTANT recognizes that Raytheon is a contractor to the U.S. Government. CONSULTANT shall refrain from activities on behalf of Raytheon and the Government, which could be interpreted as creating a conflict of interest for CONSULTANT. CONSULTANT warrants and represents that to the best of CONSULTANT'S knowledge there exists no direct or indirect private interest of CONSULTANT (including corporate stockholdings or other business agreement or obligations) which is or may appear to be incompatible with CONSULTANT'S service under this Agreement. CONSULTANT is hereby informed of the existence of FAR Subpart 9.5 and the Office of Federal Procurement Policy Letter 89-1, which pertains to the requirement for Organizational Conflicts of Interest.

15. Ethics

CONSULTANT hereby represents that it has neither received nor given any gifts or gratuities, not participated in any other unethical conduct in connection with this Agreement. If, at any time, Raytheon determines that CONSULTANT is in violation due to the foregoing representation, Raytheon may cancel this Agreement upon written notice to CONSULTANT and Raytheon shall have no further obligation to CONSULTANT. The parties hereto further agree that any breach of this representation by CONSULTANT shall be a material breach of each and every contract between Raytheon and CONSULTANT and Raytheon shall have, in addition to all contractual remedies, all remedies available at law or in equity.

CONSULTANT shall comply with Raytheon's standards of business ethics while performing this Agreement. CONSULTANT also agrees that during the term of this Agreement and subsequently, that it will refrain from utilizing any information and concepts derived from its performance and association with Raytheon under this Agreement which in any way could be potentially damaging to the interests of Raytheon. Further, CONSULTANT shall cause each of its personnel assigned to participate in the activity of this Agreement to complete, sign and return Exhibit B to Raytheon. CONSULTANT shall comply with the provisions of Subsection 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), 'Procurement Integrity', which are hereby referenced and made an integral part hereof.

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16. Limitations on Communications with the Federal Government

CONSULTANT shall not represent Raytheon, directly, or indirectly, in communications that attempt to influence an officer or employee of the Executive or Legislative Branch of the Federal Government in connection with the award/modification of a Federal Contract/Subcontract, Grant, Loan, or Cooperative Agreement or the extension, continuation, renewal, amendment or modification thereof. CONSULTANT may provide professional or technical services hereunder in connection with directly preparing, submitting or negotiating a proposal, providing such services are within CONSULTANT'S professional or technical discipline. The foregoing prohibitions do not apply to communications made by CONSULTANT, if authorized to do so by RAYTHEON, regarding (i) claims and settlements, (ii) independent research and development or (iii) market planning, including market research and analysis and generalized management planning concerned with the contracts/subcontracts. CONSULTANT, by acceptance of this Agreement, certifies that he is in full compliance with the Lobbying Disclosure Act of 1995 (P/L 104-65, eff 1/86).

17. Relationship

CONSULTANT will at all times during the period of his Agreement, and in connection with any services rendered by it to Raytheon, be an independent contractor, and CONSULTANT shall have no authority, expressed or implied, to commit, obligate, or make representations on behalf of Raytheon. No relationship of employer/employee or agent/principal is created by this Agreement or by the services of CONSULTANT'S personnel, and CONSULTANT recognizes that it and its personnel will not be covered by Worker's Compensation Insurance or by any other employee insurance or benefit of Raytheon by virtue of this Agreement. CONSULTANT shall not make any public disclosures nor publicize in any manner whatsoever its relationship with Raytheon under this Agreement unless specifically authorized and/or approved in writing in advance by Raytheon. Notwithstanding the foregoing, CONSULTANT may advise existing or potential customers that CONSULTANT is or has been a CONSULTANT to Raytheon, provided that CONSULTANT will not refer to Raytheon by name in any public advertising or promotional/collateral materials without Raytheon prior written consent. CONSULTANT hereby represents that all services being provided hereunder will be performed only by bona fide employees or independent contractors of CONSULTANT and that CONSULTANT will make all necessary payroll withholding and payments as may be required by federal and state laws with respect to such employees.

18. Price Representation

CONSULTANT hereby warrants that the fees and other compensation set forth herein are as low as those CONSULTANT has charged to similar customers for the same or similar services and same or similar quantities of services during the same general time period.

19. Independent Contractor

CONSULTANT agrees and acknowledges that, as an independent contractor, it is solely responsible for the payment of any taxes and/or assessments imposed on account of the payment of compensation to, or the performance of consulting services by, CONSULTANT or its personnel pursuant to this Agreement including, without limitation, State Unemployment Insurance Taxes, Federal and State Income Taxes, Federal Social Security (FICA) payments, and State Disability Insurance Taxes. CONSULTANT hereby indemnifies and holds Raytheon harmless from any and all liability, loss, damages, expenses and/or judgments, incurred by Raytheon incident to or arising out of any failure by CONSULTANT to make payments of taxes and/or assessments required to be made by CONSULTANT pursuant to this Agreement.

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20. Indemnification

CONSULTANT shall indemnify and hold harmless Raytheon; its officers, employees, agents and invitees from and against all claims, judgments, liabilities, losses and injuries, and damages of every nature (including costs and expenses incident thereto) caused by the acts of omissions to act by CONSULTANT, its employees, agents, invitees or vendors, directly or indirectly arising out of the performance of this Agreement or any act by CONSULTANT'S subcontractors or suppliers.

21. Insurance Requirements

In the event CONSULTANT is required to perform services on premises, CONSULTANT shall comply with the insurance requirements set forth in Attachment SA-004, which is incorporated herein by this reference.

22. Disputes

CONSULTANT and Raytheon agree to make a good faith attempt to settle any dispute arising under or related to this Agreement without resort to legal action. If such good faith attempts fail, Raytheon, at its option, may submit the dispute to binding arbitration in the State and County in which the Agreement was issued in accordance with the commercial arbitration rules of the American Arbitration Association. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with Raytheon's decision.

23. Applicable Attachments and Exhibits

The following attachments and exhibits are incorporated into this Agreement:

Exhibit "A", 'Industrial Property Rights Agreement'

Exhibit "B", 'Certificate of Compliance with Conflict of Interest Statement, Ethical Business Standards and Federal Anti-Kickback Act'

Attachment SA-004, 'Insurance Protection, Indemnification, and Security Requirements'.

24. Acknowledgment

Any acknowledgment hereof shall be deemed an acceptance of these terms upon receipt of such acknowledgment by _____ and any other terms proposed by CONSULTANT shall not be binding upon _____ unless expressly accepted by _____ in writing.

Raytheon Company

Consultant

Date

Date

END OF DOCUMENT

The text of this document shall not be changed except by written agreement between Buyer and Seller.

Purchase Order Number:

EXHIBIT "A"

Industrial Property Rights Agreement

I, _____, in consideration of my being granted access to Raytheon _____ (hereinafter referred to as "____") facility for the purpose of performing under my employer's contract with _____, do hereby agree as follows:

I. DISCLOSURE OF INFORMATION

- a. I do understand and agree that any and all computer software, technical data, or other information developed or modified together with any reports submitted by me during my performance under my employer's contract with RSC shall not be divulged by me to other parties verbally or in writing except when the U.S. Government has an independent right to such computer software or other information, without prior written approval of RSC except on a need-to-know basis to personnel of RSC required for said performance. Notwithstanding any other provisions of this agreement, it is agreed that RSC retains the unilateral and unrestricted right to use the herein-produced computer software or other information in any and all ways RSC may deem necessary.
- b. I hereby agree that any information disclosed by personnel of RSC or observed by me within any facility of RSCs will be used solely by me in performing under my employer's contract with RSC and shall not otherwise be used by me or disclosed to others except RSC personnel on a need-to-know basis as required for my performance and that documents disclosing said computer software or other information shall not be duplicated or portions copied without prior written permission of RSC. The above restrictions shall not apply to documented information already in my possession, to documented information already in the public domain, or to documents rightfully received from a third party without restriction.
- c. I hereby agree that if given access to Raytheon's internal data communications network (RDNet) that I shall use it solely for the purposes of the programs that they are on, shall limit my time on RDNet to only the amount of time necessary to accomplish work necessary under the program, and shall treat all information obtained through the use of RDNet as Raytheon Proprietary Information, whether or not said information contains a restrictive or proprietary legend. I also, shall not under any circumstances, attempt to access information not directly related to its specific work on the program. Further, should I, while using RDNet, inadvertently access information not related to the Program, I will immediately report the matter to Raytheon. I understand that Raytheon reserves the right to deny access to the RDNet at any time.
- d. I further agree that no information which is disclosed to any RSC employee during or as a result of my performance is to be deemed disclosed or received in confidence unless pursuant to an agreement in writing between RSC and my employer.
- e. I agree that the restrictions on use and disclosure of information set forth herein shall survive completion of termination of my employer's contract with RSC.

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II. COPYRIGHTABLE MATERIAL

With respect to all reports, technical data, and computer software programs, hereinafter defined as "works" first produced by me and furnished in the performance of this order, I hereby grant and assign exclusively to RSC, to the extent of my right to do so, for its use any and all rights of whatsoever kind or nature now or hereafter protected by the Copyright Laws of the United States (common or statutory) and all subsidiary rights and, without limiting the generality of the foregoing, I hereby grant to RSC the sole and exclusive right to obtain registration of the copyright in the aforementioned works.

III. INVENTIONS

- a. I hereby agree to promptly disclose directly to RSC in writing, any and all inventions, developments, improvements, or discoveries (whether or not patentable) which I may make or conceive, either solely or jointly with others, which relate to my performance for RSC; excepting, however, inventions (patented or unpatented) which have been made or conceived and have been disclosed in writing to others prior to the date of this agreement.

- b. At all times during my performance and thereafter, whenever requested to do so by RSC, I agree to execute and deliver to RSC any and all applications, assignments, and other instruments which may be necessary in order to apply for and obtain or protect, for RSC' s benefit, letters patent of the United States and/or foreign countries covering said inventions, developments, improvements or discoveries and which may be necessary to assign or convey to RSC or its nominee the sole and exclusive right, title, and interest therein. These obligations shall be binding upon my assigns, executors, administrators, or their legal representatives.

Employer

Signature _____

Date

The text of this document shall not be changed except by written agreement between Buyer and Seller.

Purchase Order Number:

Certification of Compliance with Raytheon Company’s Conflict of Interest Statement, Ethical Business Standards and Federal Anti-Kickback Act

Exhibit “B”

Conflicts of Interest

The following is a complete list of all business activities, investments and other interests that I (and those who will be working for me in performing the Agreement, and members of our immediate families) have that could be construed as possibly conflicting with Raytheon’s interests:

List; if none, write “None”:

If any other potential or actual conflicts arise during the term of the Agreement, I will notify you in writing of them. You may terminate this Agreement if any such conflict arises. I am familiar with the Ethics in Government Act, which restricts the activities of former employees of the Federal Government. I, and anyone working for me in performing this Agreement, will comply with the Acts provisions.

In performing this Agreement, neither I nor anyone working for me will take any action which would be a violation of any obligation owed to any former employer or organization for whom we have performed services; nor will we use any non-public information in any way that would violate the rights of others.

Business Ethics

CONSULTANT, its officers, partners, agents and employees are fully aware of the prohibitions contained in Title 41 United States Code, Sections 51-54, as amended, commonly known as the Anti-Kickback Act and will not violate the Anti-Kickback Act in any of its future dealings with Raytheon.

CONSULTANT further represents that it has neither received nor given any gifts or gratuities, nor participated in any other unethical conduct in connection with this Order. If, at any time, Raytheon determines that CONSULTANT is in violation due to the foregoing representation, Raytheon may cancel this Order upon written notice to CONSULTANT and Raytheon shall have no further obligation to CONSULTANT. The parties hereto further agree that any breach of this representation by CONSULTANT shall be a material breach of each and every contract between Raytheon and CONSULTANT and Raytheon shall have, in addition to all contractual remedies, all remedies available at law or in equity.

Consultant

Date

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