

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

1. When the materials or products furnished are for use in connection with a U.S. Government prime contract or subcontract, in addition to the General Provisions, the following provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each FAR provision shall be the same version as that which appears in Buyer's Prime Contract, or higher-tier subcontract under which this Order is a subcontract. In the event of a conflict between these FAR provisions and the General Provisions, the FAR provisions shall control.
2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor", however, shall mean "Seller's Subcontractor" under this Purchase Order.

A. APPLICABLE TO ALL ORDERS:

- | | |
|--|-----------|
| 1. Security Requirements | 52.204-2 |
| 2. Material Requirements | 52.211-5 |
| 3. Continuity of Services | 52.237-3 |
| 4. Utilization of Small Business Concerns | 52.219-8 |
| 5. Notice to the Government of Labor Disputes | 52.222-1 |
| 6. Hazardous Material Identification and Material Safety Data –
"Government" means "Government and Buyer" | 52.223-3 |
| 7. Notice of Radioactive Materials | 52.223-7 |
| 8. Ozone- Depleting Substances | 52.223-11 |
| 9. Privacy Act | 52.224-2 |
| 10. Equal Opportunity | 52.222-26 |
| 11. Notification of Employee Rights Concerning Payment of Union Dues or
Fees | 52.222-39 |
| 12. Authorization and Consent - Alternate I | 52.227-1 |
| 13. Protection of Government Buildings, Equipment, and Vegetation | 52.237-2 |
| 14. Competition in Subcontracting | 52.244-5 |
| 15. Subcontracts for Commercial Items | 52.244-6 |
| 16. Government Property Furnished "As Is" | 52.245-19 |
| 17. Limitation of liability - Services | 52.246-25 |

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

- | | | |
|-----|---|-----------|
| 18. | Responsibility for Supplies | 52.246-16 |
| 19. | Preference for U.S.-Flag Air Carriers | 52.247-63 |
| 20. | Preference for Privately Owned U.S.-Flag Commercial Vessels | 52.247-64 |

B. ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:

- | | | |
|----|---|--------------|
| 1. | Walsh-Healy Public Contracts Act | 52.222-20 |
| 2. | Equal Opportunity | 52.222-26(b) |
| 3. | Equal Opportunity for Special Special Disabled Veterans, Vietnam Era Veterans of the Vietnam Era, and Other Eligible Veterans | 52.222-35 |
| 4. | Affirmative Action for Workers with Disabilities | 52.222-36 |
| 5. | Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era | 52.222-37 |

C. ORDERS OVER \$100,000 ALSO INCLUDE THE FOLLOWING:

- | | | |
|----|--|-----------|
| 1. | Restrictions on Subcontractor Sales to the Government | 52.203-6 |
| 2. | Anti-Kickback Procedures (less paragraph (c)(1)) | 52.203-7 |
| 3. | Limitation on Payments to Influence Certain Federal Transactions | 52.203-12 |
| 4. | Audit and Records–Negotiation | 52.215-2 |
| 5. | Integrity of Unit Prices (less paragraph b) | 52.215-14 |
| 6. | Toxic Chemical Release Reporting (less paragraph (e)) | 52.223-14 |
| 7. | -Value Engineering | 52.248-1 |

D. ORDERS OVER \$500,000 AND/OR THE APPLICABLE COST OR PRICING DATA THRESHOLD:

- | | | |
|----|--|-----------|
| 1. | Pension Adjustments and Asset Reversions | 52.215-15 |
| 2. | Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) other than Pensions | 52.215-18 |
| 3. | Notification of Ownership Changes | 52.215-19 |
| 4. | Small Business Subcontracting Plan – (Note to Seller: This clause requires adoption of small business subcontracting plan and reporting) | 52.219-9 |

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

E. UNLESS OTHERWISE EXEMPT ALSO INCLUDE THE FOLLOWING:

- | | | |
|----|--|-----------|
| 1. | Price Reduction for Defective Cost or Pricing Data | 52.215-10 |
| 2. | Price Reduction for Defective Cost or Pricing Data-Modifications | 52.215-11 |
| 3. | Subcontractor Cost or Pricing Data | 52.215-12 |
| 4. | Subcontractor Cost or Pricing Data-Modifications | 52.215-13 |

F. APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR ORDERS:

- | | | |
|----|---|-----------|
| 1. | Allowable Cost and Payment (cost reimbursement) – Seller agrees to execute assignment documents in order to comply with subsection (h) | 52.216-7 |
| 2. | Payment for Overtime Premiums – insert "0%" in paragraph (a) unless indicated otherwise on the face of this order | 52.222-2 |
| 3. | Limitation of Cost (if fully funded) | 52.232-20 |
| 4. | Limitation of Funds (if incrementally funded) | 52.232-22 |
| 5. | Changes – Cost-Reimbursement – applicable if this is a cost-reimbursement order | 52.243-2 |
| 6. | Subcontracts (paragraphs (h) and (i) only apply) | 52.244-2 |
| 7. | Government Property (Cost-Reimbursement, Time and Material or Labor Hour Contracts) - "Government" means "Government and Buyer". The following is substituted for paragraph (g) in cost reimbursable orders only: "Seller shall return all Government-furnished property in as good condition as when received, except for reasonable wear and tear for use of the property in accordance with the provisions hereof." | 52.245-5 |
| 8. | Inspection of Supplies (Cost-Reimbursement) – "Contracting Officer" means "Buyer's purchasing representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government or Buyer". The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government | 52.246-3 |
| 9. | Inspection of Services (Cost Reimbursement) – "Contracting Officer" means "Buyer's purchasing representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government | 52.246-5 |

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

and Buyer”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.

10. Inspection of Time and Material and Labor Hour – “Contracting Officer” 52.246-6 means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
11. Termination (Cost-Reimbursement) – “Government” means “Buyer” and 52.249-6, “Contracting Officer” means “Buyer’s purchasing representative”. In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days”, respectively. In paragraph (e) change “1 year” to “six months”. Alt IV Alternates I-IV is applicable to time and material or labor hour orders only.
12. Excusable Delay 52.249-14

3. CERTIFICATIONS

The Offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

- A. Certification Regarding Debarment, Suspension, Proposed Debarment 52.209-5 and Other Responsibility Matters
- B. Certification of Toxic Chemical Release Reporting (over \$100,000) 52.223-14

4. ADDITIONAL CLAUSES:

A. COST ACCOUNTING STANDARDS (Applicable unless otherwise exempt if noted in the Purchase Order)

- Cost Accounting Standards 52.230-2
- Administration of Cost Accounting Standards 52.230-6

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2 and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is legally privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Purchase Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

B. TRUTH IN NEGOTIATIONS (Cost and Pricing Data)

Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive of appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Seller must certify as to the accuracy, currency and completeness of its information in accordance with the FAR required Certificate of Current Cost or Pricing Data.

1. Indemnification

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Purchase Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

The phrase “cost or pricing data” as used herein shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Purchase Order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- a. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- b. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

2. Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this Purchase Order which involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing in excess of \$500,000*, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Purchase Order, Seller shall obtain such data.

*Unless otherwise required by the Buyer.

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

5. FAR CLAUSES INCORPORATED IN FULL TEXT

Clauses not applicable to this subcontract are self-deleting. Unless the context of the clause requires otherwise, wherever the words “Contracting Officer” appears, it shall mean Procurement personnel; “Procurement personnel” shall mean Raytheon Polar Services Company; “Contractor” shall mean subcontractor; “Prime Contract” shall mean the contract between Procurement personnel and the NSF; “contract” shall mean subcontract and “Government” shall mean the NSF.

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

1. Any tax or duty from which the United States Government is exempt by agreement with the Government of New Zealand, Chile, Argentina or other governments with which the United States makes an agreement with, or from which the Contractor or any subcontractor under this contract is exempt under the laws of New Zealand, Chile, Argentina or other governments, shall not constitute an allowable cost under this contract.
2. If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

52.233-1 Disputes.

As prescribed in [33.215](#), insert the following clause:

DISPUTES (JULY 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)).
 - (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
 - (c) “Claim,” as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
 - (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

1. It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor’s professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000 per occurrence.

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

2. An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.
3. Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3years after the end of the contract term must also be provided.
4. Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.
5. The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.
6. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

NATIONAL SCIENCE FOUNDATION FAR (NSFAR) CLAUSE INCORPORATED IN FULL TEXT

Clauses not applicable to this subcontract are self-deleting. Unless the context of the clause requires otherwise, wherever the words "Contracting Officer" appears, it shall mean Procurement personnel; "Procurement personnel" shall mean Raytheon Polar Services Company; "Contractor" shall mean subcontractor; "Prime Contract" shall mean the contract between Procurement personnel and the NSF; "contract" shall mean subcontract and "Government" shall mean the NSF.

Rights in Data (APR 84)

1. Subject Data
 - i. The term "Subject Data" as used herein includes writings, information stored in any form, sound recordings, computer programs, pictorial reproductions, drawings, or other graphic representations and works of any similar nature which are first generated, produced or composed in the performance of this contract, whether delivered or not under this contract.
 - ii. All Subject Data shall be the sole property of the Foundation. The Contractor shall not publish, reproduce, distribute or otherwise make disposition of such Subject Data in whole or in part or

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

in any manner or form, or authorize others to do so without the prior written consent of the Contracting Officer or until such time as the Government may have released such Subject Data to the public.

2. Other Data

- i. The term "Other Data" as defined herein includes writings, information stored in any form, sound recordings, computer programs, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, not generated, produced, or composed for the first time in the performance of this contract, whether or not copyrighted, which are delivered under this contract.
 - ii. The Government may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all or any part of the Other Data delivered by the Contractor to the Government under this contract except as provided by subparagraph (2)(ii)(a) below.
 - a. **Material Covered by Copyright.** The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license, throughout the world for Government purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all Other Data now or hereafter covered by copyright. No such copyrighted matter shall be included in Other Data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in this subparagraph (2)(ii)(a).
3. The terms "Subject Data" and "Other Data" as defined herein do not include financial reports, cost analyses and similar information incidental to contract administration.
 4. The Contractor shall report to the Government promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.

6. Certifications

The offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

	FAR Clause Title	FAR Ref.
A	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (over \$30,000)	52.209-6
B	Subcontractor Cost or Pricing Data (Oct 1997) (over \$500,000)	52.215-12
C	Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Jan 1999)	52.219-8

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

FAR Clause Title	FAR Ref.
D Clean Air and Water Certification (over \$100,000)	52.223-2

A. PERSONNEL SECURITY REQUIREMENTS

If required by Procurement personnel, each position under this subcontract will be assigned a position sensitivity level based upon the criteria in Chapter IX, National Science Foundation (NSF) Personnel Manual No. 14.

The position sensitivity level will be determined by the NSF.

For each position classified as sensitive, the subcontractor shall be provided appropriate security investigation forms by Procurement personnel and shall be responsible for furnishing them to the employee occupying, or proposed to occupy, the position under this subcontract. The employee must complete the forms and deliver them in person within seven (7) days from the date the forms are furnished to the subcontractor to:

National Science Foundation
Head, Personnel Processing Services Center
Division of Human Resource Management
Room 315
4201 Wilson Boulevard
Arlington, VA 22230

Failure to return the completed security investigation forms in person within seven (7) working days shall be cause for making a determination that the employee may not perform, or continue to perform in the case of subcontracts in effect at the date of issuance of this requirement, in any sensitive capacity under the subcontract, whether on-site or off-site. The employee may be eligible for reinstatement to the subcontract if the completed forms are submitted after the seven day period, at the discretion of the NSF Personnel Security Officer.

Cost for conducting the required personnel investigation will be paid by NSF. Investigations will be conducted in accordance with Office of Personnel Management minimum investigative requirements.

If an investigation report contains information which is deemed significant or derogatory, a determination will be made with regard to the Employee's eligibility to serve in the subject position by the NSF Personnel Security Officer, pending adjudication or other disposition of the case.

The subcontractor is required to insert terms that conform substantially to the language of this clause, including this paragraph, in all lower tier subcontracts under this subcontract.

B. REPLACEMENT OF PERSONNEL – SUBCONTRACTOR PERSONNEL CONDUCT

1. The subcontractor shall be responsible for the furnishing of personnel fully qualified to perform the services as provided for in this subcontract. As a designated representative of the subcontractor, subcontractor personnel are expected to perform and act in a professional manner at all times. The subcontractor shall be fully responsible for the actions of subcontractor employees during this

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

subcontract's period of performance.

2. Performance of subcontract services may involve work and/or residence on Government and other national Antarctic program facilities. Subcontractor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all (both Government and non-Government) personnel working or residing on such facilities.
3. As a team member, cooperation, within the scope of this subcontract, is essential to successful completion of work. Personnel who perform ineffectively, refuse to cooperate in the fulfillment of the project objectives, are unable or unwilling to adapt to living conditions, or whose general performance is unsatisfactory or otherwise disruptive, shall be replaced by the subcontractor.
4. If notified by Procurement personnel of unsatisfactory performance by subcontractor personnel an opportunity for corrective action may be afforded. When directed by Procurement personnel, the Contractor agrees to replace unacceptable personnel within a mutually agreeable time period.

C. YEAR 2000 WARRANTY

The subcontractor warrants that each hardware, software, and firmware product delivered under this subcontract and shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the subcontractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the subcontract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to Procurement personnel for breach of this warranty shall be defined in, and subject to, the terms and limitations of the subcontractor's standard commercial warranty or warranties contained in this subcontract, provided that notwithstanding any provision to the contrary in such commercial warranties, the remedies available to Procurement personnel shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the subcontractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies Procurement personnel may otherwise have under this subcontract with respect to defects other than Year 2000 performance.

D. MEDICAL AND DENTAL REQUIREMENTS FOR DEPLOYMENT

1. The SUBCONTRACTOR shall furnish personnel who are medically fit. Medical examinations of SUBCONTRACTOR personnel shall meet the requirements specified in the Raytheon Polar Services Company (RPSC) Deployment Packet provided by RPSC Medical. These packets will be complete including all needed instructions. Each SUBCONTRACTOR individual shall be responsible for scheduling and completing the exams and tests, per the instructions contained in the Deployment Packet. Results of the medical examinations for each selected SUBCONTRACTOR employee, subject to the specifications and procedures in said Deployment Packet, shall be furnished for complete review to the address on the Deployment Packet provided to the SUBCONTRACTOR by RPSC Medical personnel. Final medical acceptability for deployment to Antarctica shall be at the discretion and determination of the RPSC Medical Office. Results of examinations shall be submitted to RPSC for review and deployment to Antarctica shall not be allowed until medical acceptability is determined. Any questions pertaining to this process

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

may be directed to the RPSC Medical Department at 303-790-8606 prompt 2.

2. In addition to the medical requirements above, all SUBCONTRACTOR personnel selected to perform Winter-Over duties are required to undergo psychological and gallbladder screening. RPSC shall provide the service of qualified medical personnel at Palmer Station, South Pole Station, McMurdo Station, Christchurch, New Zealand, or at a location to be determined in the United States during the summer season in order to accomplish the psychological screening. Gallbladder screening can be conducted at the Stations for Winter-Over personnel, if not previously completed prior to deployment. Only those personnel found suitable for duty in Antarctica during the Winter-Over period shall be considered qualified for performance of such services.
3. Medical and dental costs for pre-deployment purposes only shall be reimbursed to the SUBCONTRACTOR employee by RPSC, not including any G&A and profit, as approved by the RPSC Medical Department. Employees must file first with their personal insurance for these expenses. **All medical and dental expense invoices, not including costs reimbursed by employees personal health insurance, shall be submitted in a timely manner, to RPSC for reimbursement.** Copies of receipts, indicating payment in full, must be provided as backup to the SUBCONTRACTOR'S original itemized invoice for medical and dental expenses.
4. The SUBCONTRACTOR or the SUBCONTRACTOR'S employee is responsible for paying the doctor and dentist at the time of receiving service.
5. Costs reimbursable by RPSC include usual, customary and reasonable fees paid (Subcontractor's invoiced cost) for:

Medical:

Tests, such as a chest x-ray, EKG, cervical Pap smear, and tetanus shots,

The office visit,

Draw or venipuncture fees for blood tests,

Winter-Over requirements, i.e. gallbladder screening and psychological exam

Other tests required by reviewing physician to determine physical clearance (i.e., Treadmill stress tests, etc.) and

Handling fees for preparing the samples for transport.

Dental:

Dental examination and perioprobe, and

Bitewing x-rays and panograph

Costs that are not reimbursable by RPSC include:

Wages for time required to undergo medical and dental examinations,

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

Travel to and from medical and dental examinations,

Dental procedures such as prophylaxis or cleaning, fillings, root canals, and third molar or other extractions,

Eye Exams, Eyeglasses, sunglasses, and contact lenses.

Cost of routine urine and blood tests performed in the examining doctor's office exceeding \$85.00. RPSC provides a contract laboratory service for these tests.

Any test that is NOT listed as required for clearance in the Deployment Packet will NOT be reimbursed.

6. RPSC provides healthcare to all USAP personnel while in Antarctica free of charge, through the clinics located at the three USAP stations. However, it is still recommended that SUBCONTRACTOR employees carry their own health insurance coverage, should needs arrive en-route or for a medical evacuation off the continent. The medical clinics will maintain medical records, including information from the medical and dental screening examinations, to help medical staff provide and document appropriate care. Anyone taking medications, whether prescription or over-the-counter, must bring sufficient supplies to last them the length of their deployment, as the clinics cannot refill prescriptions.

E. INSURANCE - WORK ON A GOVERNMENT INSTALLATION

1. The SUBCONTRACTOR shall, at its own expense, provide and maintain during the entire performance of this Subcontract, at least the kinds and minimum amounts of insurance required below and elsewhere in the Subcontract.

The Subcontractor shall provide the following minimum amounts of insurance for the duration of the subcontract:

<u>Insurance Type</u>	<u>Amount</u>		<u>Coverage</u>
	<u>Each Person</u>	<u>Property</u>	<u>Per Accident</u>
Comprehensive			
General Liability	\$500,000	\$500,000	\$1,500,000
Automobile Liability	\$500,000	\$500,000	\$1,000,000

A supplemental umbrella policy for \$5,000,000.

Workman's Compensation – As required by law at the job site.

2. Before commencing work under this Subcontract, the SUBCONTRACTOR shall deliver to the RPSC ASG Representative (RPSC PR) one or more certificates evidencing that all the required insurance has been obtained. The policies evidencing required insurance shall contain an

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

endorsement to the effect that any cancellation, or any material change adversely affecting RPSC's interest shall not be effective: (a) for such period as the laws of Colorado, or United States territories or possessions, in which this Subcontract is to be performed prescribe, or (b) until 30 days after the insurer or the SUBCONTRACTOR gives written notice to the RPSC ASG, whichever period is longer. **Such Certificate(s) shall also indicate that RPSC has been named as an additional insured on all such coverage and that the right of subrogation has been waived.**

3. The SUBCONTRACTOR shall insert the substance of this clause, including this paragraph 3, in all lower-tier subcontracts under this Subcontract that require work on a Government installation and shall require lower-tier subcontractors to provide and maintain the insurance required in this paragraph B.1 or elsewhere in the Subcontract. The SUBCONTRACTOR shall maintain a copy of all lower-tier subcontractors' proofs of required insurance, and shall make copies available to the RPSC ASG upon request.
4. Except for losses caused solely by acts of employees of RPSC or the Government, the SUBCONTRACTOR assumes responsibility for and hereby agrees to indemnify the National Science Foundation, RPSC, and other RPSC business units, their agents, servants, from all demands, and claims connected with, or arising out of, any injury or alleged injury, including death, or damage or alleged damage to persons or property, contamination of or adverse effects on the environment sustained or alleged to have been sustained in connection with, or arising out of, the performance of the work by the SUBCONTRACTOR, its lower-tier subcontractor(s), and its agents, servants, and employees, including losses, expenses, or damages sustained by RPSC, and/or the Government.

F. WORKERS' COMPENSATION COVERAGE AND INDEMNITY

1. The SUBCONTRACTOR agrees that its employees designated to work on this Subcontract are covered by Workers' Compensation provisions and other coverage required by State law for employees and further agrees that upon request of RPSC, SUBCONTRACTOR shall furnish evidence satisfactory to RPSC of such coverage. Notwithstanding the lack of state law governing Workers Compensation coverage in Antarctica, the SUBCONTRACTOR is required to maintain Workers Compensation coverage and other coverage required by State law for employees for all its employees working in Antarctica as required by applicable law in the State where the primary offices of the SUBCONTRACTOR are located. The SUBCONTRACTOR further agrees that if RPSC should legally incur any costs whatsoever under the State or Federal Workers' Compensation Laws by reason of SUBCONTRACTOR'S employees injury or death while in performance of the Subcontract work, the SUBCONTRACTOR shall indemnify and hold harmless RPSC and the Government for such costs which RPSC may legally be required to pay to employees of the SUBCONTRACTOR.
2. The SUBCONTRACTOR'S insurance shall be primary to any insurance that may be carried by RPSC.
3. The SUBCONTRACTOR shall not hire workers on a contract basis, without payment of applicable Worker Compensation coverage and other coverage required by State law for employees, unless the SUBCONTRACTOR has specifically indicated the intent to use contract workers in its proposal and the proposal was accepted by RPSC on that basis.

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

G. AIRFARE/TRANSPORTATION/LODGING AND PER DIEM OF SUBCONTRACTOR

1. Placement of airline reservations and payment of airfare for the SUBCONTRACTOR and lower-tier subcontractor personnel shall be the responsibility of RPSC unless otherwise provided for in this Subcontract. Prior authorization in the form of a Technical Event shall be obtained before deployment to Antarctica. Air travel shall be scheduled with the Deployment Specialists Group (DSG) of RPSC at (303) 790-8606, prompt 3.
2. Transport of SUBCONTRACTOR personnel to South Pole and/or McMurdo Station, Antarctica, from Christchurch, New Zealand, and return shall be on U.S. Government aircraft or surface vessel at U.S. Government expense. In the event the Subcontract is terminated in its entirety, regardless of the reason, U.S. Government transport will only be provided to Christchurch, New Zealand, via U.S. Government aircraft or surface vessel at U.S. Government expense.
3. Transport of SUBCONTRACTOR personnel to Palmer Station, Antarctica, from Punta Arenas, South America, and return shall be on U.S. Government surface vessel at U.S. Government expense. In the event the Subcontract is terminated in its entirety, regardless of the reason, U.S. Government transport will only be provided to Punta Arenas, South America, via U.S. Government surface vessel at U.S. Government expense.
4. When traveling to Chile or New Zealand, lodging and per diem expenses, to the extent not arranged and paid for by RPSC, shall be reimbursed by RPSC to the SUBCONTRACTOR up to the maximum allowable in accordance with the current Federal Travel Regulations (FTR) Foreign Lodging and Per Diem Rates. Partial days per diem shall be reimbursed to a maximum of 75% of these allowed rates. Car rental is not authorized. Privately owned vehicles usage shall be reimbursed by RPSC at the current FTR mileage rate.
5. To be reimbursed for travel expenses, the SUBCONTRACTOR shall provide the RPSC ASG an original invoice supported by receipts.

SUBCONTRACTOR PERSONNEL ARE NOT AUTHORIZED ON ANY INTRACONTINENTAL FLIGHTS IN THE ANTARCTIC CONTINENT, EITHER BY HELICOPTER OR AIRPLANE, UNLESS WRITTEN AUTHORIZATION IS GIVEN BY THE RPSC STATION MANAGER AND/OR RESIDENT MANAGER.

H. SUBCONTRACTOR PERSONNEL IDENTIFICATION

All SUBCONTRACTOR personnel traveling to Antarctica shall have (a) a passport and (b) a driver's license with picture or company ID card with picture.

I. SUBCONTRACTOR EMPLOYEE GRIEVANCES

All SUBCONTRACTOR employee grievances or labor disputes relating to the terms and conditions of their employment shall be resolved by the SUBCONTRACTOR and the employee and will not interfere with the SUBCONTRACTOR'S performance. All labor disputes between the SUBCONTRACTOR and its employees will be resolved at the SUBCONTRACTOR'S place of business and NOT in Antarctica, and shall in no way involve RPSC or the U.S. Government.

J. SAFETY RULES AND REGULATIONS

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

In performing the services required hereunder, the SUBCONTRACTOR shall conform to all safety rules and regulations applicable to United States Antarctica Program (USAP) personnel which are in effect during the time of performance of this Subcontract and shall take such other precautions as may be reasonably required hereunder to assure accident-free performance. All accidents, however, which may arise out of, or in connection with the performance of services required hereunder, and which result in injury, death or property damage, shall be reported, in writing, to the on-site RPSC ASG Technical Representative within 24 hours after such accident occurs. Such reports shall give full details of parties involved, including statements of witnesses. If any claim is made by a third party against the SUBCONTRACTOR on account of any accident, which occurs in connection with performance of this Subcontract, the SUBCONTRACTOR shall promptly report the facts, in writing, to the RPSC ASG.

In the event the SUBCONTRACTOR is terminated due to physical attacks/fighting, regardless of the reason, U.S. Government transport will only be provided to Christchurch, New Zealand or Punta Arenas, South America, via U.S. Government aircraft or surface vessel at U.S. Government expense.

K SUBSTANCE ABUSE

1. RPSC reserves the right to determine when abuse of alcoholic beverages occurs, either on or off duty, and may restrict or prohibit the sale of alcoholic beverages to any SUBCONTRACTOR personnel and may prohibit such personnel from having access to club facilities that serve alcoholic beverages. The use of alcoholic beverages while on duty is strictly forbidden and any violation shall be cause for an immediate order for removal of the offender(s) by the SUBCONTRACTOR from further work under this Subcontract and may be subject to applicable legal jurisdiction/laws.
2. The use of or possession of narcotics or drugs not prescribed by a physician while in transit to or on the Antarctic Continent by SUBCONTRACTOR personnel is strictly forbidden. RPSC shall reserve the right to determine when drugs are medically indicated. Any violation shall be cause for an immediate order for removal of the offender(s) by the SUBCONTRACTOR from further work under this Subcontract and may be subject to any applicable legal jurisdiction/laws.
3. In the event the SUBCONTRACTOR is terminated due to substance abuse, regardless of the reason, U.S. Government transport will only be provided to Christchurch, New Zealand or Punta Arenas, South America, via U.S. Government aircraft or surface vessel at U.S. Government expense.
4. Pursuant to USAP policy applicable to both RPSC and SUBCONTRACTOR personnel, measures will be taken to prevent the introduction and utilization of illegal drugs, and related paraphernalia into work areas, berthing, and recreation spaces.

L. ASSIGNMENT

All Subcontracts awarded by the Contractor for which the cost of the subcontract is being reimbursed to the Contractor as a direct cost (regardless of subcontract type, or property, and/or services being acquired) shall reserve NSF's rights to unilaterally assign the subcontract for administration to the Foundation or any other organization selected by NSF.

M. SUBCONTRACTOR PERSONNEL LIVING QUARTERS AND MEALS

General Terms and Conditions of Purchase

Raytheon Company

TC-002 – U.S. Antarctic Program Government Contract Provisions

General Provisions – TC-002 – USAP Revision

1. Living quarters and meals in Antarctica will be provided by RPSC for SUBCONTRACTOR personnel during the period of the Subcontract. The use of such provided spaces shall be governed by regulations established by RPSC, and such regulations shall be strictly enforced by the SUBCONTRACTOR or his authorized representative. The SUBCONTRACTOR will be responsible for the maintenance of all quarters and other assigned areas in a neat, sanitary and safe condition. Periodic inspections of living quarters, adjoining spaces and outside areas assigned the SUBCONTRACTOR will be conducted by RPSC to ascertain compliance with sanitary and safety regulations. Any areas found not to be in compliance shall be immediately corrected for re-inspection.
2. If the SUBCONTRACTOR requires improvements or modifications to the living quarters, written proposals for all living quarters modifications or improvements shall be submitted for prior approval by the RPSC Resident or Station Manager via the on-site RPSC ASG technical representative. All such improvements or modifications proposed by the SUBCONTRACTOR shall be in compliance with the applicable RPSC instructions and regulations. In no instance shall any work be performed without the prior written approval of the Resident or Station Manager. If any such improvement or modification is approved, equipment/materials and labor will be provided by RPSC. The acceptance of a formal work request does not bind RPSC to act upon the request.

N. COMPLIANCE WITH LAWS, TREATIES, REGULATIONS, AND POLICIES

The SUBCONTRACTOR shall uphold all provisions and obligations of the Antarctic Conservation Act of 1978 (U.S. Public Law 95-541), the Agreed Measures for the Conservation of Antarctic Fauna and Flora and all Annexes thereto, and the Antarctic Treaty. The SUBCONTRACTOR and its personnel shall also comply with all USAP regulations and policies while in Antarctica.