

Appendix A
Domestic Business Development Consultant Attachment
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Agreement Monitor

Seller's primary contact with Company shall be the individual listed below, referred to as the Agreement Monitor.

Proprietary and Sensitive Information

Company may, from time to time, furnish Seller with literature, data, or technical information which Company considers necessary to Seller for the performance of services pursuant to this Agreement. In the event any of the furnished material is proprietary or sensitive, Company shall so inform Seller and Seller agrees to disclose this information only to individuals or organizations approved by Company. Seller also agrees to return all such materials as Company may request or upon the expiration of this Agreement, whichever shall occur first.

Government and Competitor Data and Information

Seller agrees that it shall not solicit, attempt to obtain, or receive any information that is unclassified, security classified or procurement sensitive, directly or indirectly, for the Government or any other source, except in strict accordance with all laws and regulations and Company policies and procedures, or where there is reason to believe that such information can not lawfully be in Company's possession. The same prohibitions apply to information of another company that is confidential, proprietary, or competitive information. For the purpose of this Agreement, the term "information" includes documents, video and audio materials, oral transmissions, electronic data, and any other method or means by which information might be conveyed.

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Certifications and Representations

- A. By execution of this Agreement, Seller represents and certifies that all responses to the forms and certifications completed by Seller prior to award of this Agreement are current, accurate and complete, that Seller has not been convicted of or pleaded guilty to a federal offense involving fraud, corruption or moral turpitude and not listed by any federal agency as debarred, suspended, or proposed for suspension or debarment, or otherwise ineligible from federal procurement programs. If Seller is an entity other than an individual, the representations and certifications shall apply not only to the individual(s) who shall be performing the consulting services, but also to the principal officers and owners of the business organization.
- B. In performing this Agreement, Seller agrees to comply with applicable laws and regulations and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform any unlawful act.
- C. When requested to do so by the Company, Seller agrees to provide supporting information and to execute certifications as may be required to permit the Company to fully comply with applicable government regulations which may become effective during the term of this Agreement.
- D. Failure or refusal to furnish in a timely manner any required certificate or disclosure upon request from either the Company or a U.S. Government procurement authority shall be the basis for immediate termination of this Agreement. Seller further agrees that with regard to all certifications contained herein or executed as part of this Agreement, Seller shall notify the Company promptly of any change in Seller's status. Failure to provide prompt notice shall be cause for immediate termination of this Agreement.
- E. Seller represents that Seller has and shall make full disclosure during the term of this Agreement of each instance where Seller is currently providing a supplier, customer, or competitor of Seller services similar to those provided for hereunder or has provided such services during a period of twelve (12) months prior to the date of award. Seller further represents that he or she shall make disclosure to Seller prior to entering into any such arrangements in the future.

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Certifications and Representations (cont.)

- F. Compliance with Contracting Restrictions:
- (I) Seller certifies that he or she is familiar with and shall comply with all federal laws and regulations relating to federal conflict of interest (“Revolving Door”) concerns.
 - (ii) Seller further certifies that, to the best of his or her knowledge and belief, Seller is not prohibited by law from performing services contracted for under this Agreement.
- G. Seller represents that he or she shall not, in performance under this Agreement, have any contact with any foreign company customer or any foreign government official for the purpose of collecting marketing intelligence or providing marketing-related services for markets outside the U.S.
- H. Seller acknowledges receipt of a copy of the Code of Ethics and Business Conduct, Setting the Standard, attached hereto as Exhibit 1. Seller acknowledges that he or she shall comply with the applicable provisions thereof.
- I. Compliance with Lobbying Prohibitions:
- (I) Seller represents that he or she shall comply with 31 U.S. Code 1352 and implementing regulations contained in the Federal Acquisition Regulation (FAR) which prohibits use of federal appropriated funds to influence or attempt to influence any federal actions. Seller represents that he or she shall promptly inform Seller of any instance which may involve efforts to influence or attempt to influence agency or congressional personnel with respect to federal action (as these terms are defined by Section 1352 and its implementing regulations). Seller represents that his or her invoices shall separately identify any time spent under this Agreement for such efforts.
 - (ii) Seller represents that he or she shall not engage in any effort on behalf of the company to lobby (i.e., to influence or attempt to influence) Congress, any federal agency, any Member of Congress, any federal officer, or any federal agency employee or employee of a Member of Congress, unless such activity is expressly directed or approved by the President or designee in writing.

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Certifications and Representations (cont.)

- J. Company shall pay Seller for services performed hereunder within 30 days following receipt and approval of a proper invoice based on the rate and expenses contained herein. With each invoice Seller shall submit a Consultant Activity Report Form No. C-703-2, attached hereto as Exhibit 2, for the period covered by the invoice. The invoice must contain an itemized breakdown of any time spent under this Agreement, segregating any efforts to influence or attempt to influence federal actions from activities not involving efforts to influence federal actions. For invoices claiming reimbursement for expenses, Seller is required to attach receipts for such expenditures in a form satisfactory to Company.

Gratuities/Kickbacks

No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Seller, to an employee of Company with a view toward securing favorable treatment as a subcontractor.

Termination

In addition to any other rights of the Company, this Agreement shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder, improper payments are made, unlawful conduct is engaged in, or any part of the expenses (or fee if applicable) payable under this Agreement is for an illegal purpose.