

CONTINUITY OF SERVICES (Dec 2005)

(a) The Seller recognizes that the services under this Agreement are vital to the Company and must be continued without interruption and that, upon Agreement expiration, a successor, either the Company or another subcontractor, may continue them. The Seller agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Seller shall, upon the Company's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this Agreement expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Company's approval. The Seller shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

(c) The Seller shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Seller also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Seller shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Seller shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Agreement expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Agreement.