

TECHNICAL DIRECTION (Jan 2006)

(a) Performance under this Agreement is subject to the technical direction of the Company's Technical Project Officer (TPO), _____. Technical direction may be (1) direction to the Seller which shifts emphasis between work areas, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to facilitate the contractual Statement of Work; (2) information which assists in the interpretation of drawings, specifications, or technical portions of the work description; or (3) review and approval of technical reports, drawings, specifications, and technical information delivered by the Seller.

(b) Technical direction must be within the scope of work stated in the Agreement. The TPO may not issue any direction that: (1) constitutes an assignment of work outside the Statement of Work; (2) constitutes a change as described in the Agreement clause entitled "Changes"; (3) causes an increase or decrease in the total estimated Agreement cost, the fee (if any), or the time required for performance; or

(4) changes any expressed provisions of the Agreement.

(c) All technical direction shall be issued in writing by the TPO.

(d) The Seller shall proceed promptly with the performance of technical direction issued by the TPO. However, if the Seller believes direction by the TPO falls within one of the categories in (b)(1) through (4) above, the Seller shall not proceed but shall notify the Subcontract Administrator in writing within 10 working days after receipt of the direction and shall request the Subcontract Administrator to modify the Agreement accordingly. Within 30 days after receipt of the Seller's notification, the Subcontract Administrator shall send a written response either: (1) advising the Seller that the technical direction is within the scope of the Agreement and does not constitute a change; (2) canceling the direction; or (3) advising the Seller that the Company will modify the Agreement.