

APPENDIX A

I. DEFINITIONS

1. “Document(s)” means, without limitation, any written, printed, typed, photographed, recorded or otherwise reproduced or stored communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any combination thereof. This definition includes copies or duplicates of documents contemporaneously or subsequently created which have any non-conforming notes or other markings and the backsides of any communication or representation which all contain any of the above. “Document(s)” includes, but is not limited to: correspondence; memoranda; notes; drafts; records; letters; envelopes; telegrams; messages; electronic mail; analyses; agreements; accounts; working papers; reports and summaries of investigations; trade letters; press releases; comparisons; books; notices; drawings; diagrams; instructions; manuals; calendars; diaries; articles; magazines; newspapers; brochures; guidelines; notes or minutes of meetings or of other communications of any type, including inter- and intra-office or company communications; questionnaires; surveys; charts; graphs; photographs; films or videos; tapes; discs; data cells; bulletins; printouts of information stored or maintained by electronic data processing or word processing equipment; electronic claims filing, invoices, all other data compilations from which information can be obtained including electromagnetically sensitive stored media such as floppy discs, hard discs, hard drives and magnetic tapes; and any preliminary versions, drafts or revisions of any of the foregoing.

2. The term “document(s)” also means any container, file folder, or other enclosure bearing any marking or identification in which other “documents” are kept, but does not include file cabinets. In all cases where any original or non-identical copy of any original is not in the possession, custody or control of the company, the term “document(s)” shall include any copy of the original and any non-identical copy thereof.

3. “Department of Defense” (DoD) refers to the United States Department of Defense, including any and all departments, agencies, and subordinate organizations thereof.

4. “DCIS” means the Defense Criminal Investigative Service.

5. “**Company Name**” means **(Company’s Full Name)** and any subsidiaries, affiliates, d/b/a, predecessor-in-interest, any wholly or partially owned subsidiary, or other affiliated companies or businesses, segments, divisions, or other units, whatsoever titled, both presently existing and those which previously existed, and any present or former officers, directors, employees, consultants, contractors, agents, or members of the board of directors and any other persons working for or on behalf of the foregoing at any time during the period covered by this subpoena.

6. “**Secondary Company Name**” means **(Company’s Full Name)** and any, subsidiaries, affiliates, d/b/a, predecessor-in-interest, any wholly or partially owned subsidiary, or other affiliated companies or businesses, segments, divisions, or other units, whatsoever titled, both presently existing and those which previously existed, and any present or former officers, directors, employees, consultants, contractors, agents, or members of the board of directors and any other persons working for or on behalf of the foregoing at any time during the period covered by this subpoena.

7. “You” or “your” means the person or entity listed as the recipient of this subpoena. If an entity, “you” or “your” includes any subsidiaries, affiliates, segments, divisions, both presently existing and those which previously existed, of such entity, and any present or former officers, directors, employees, consultants, contractors, attorneys, agents, and members of the board of directors of any of the foregoing entities. If a person, “you” or “your” includes your attorneys, representatives, agents, and all persons or entities acting or purporting to act on your behalf.

8. The term “Contract(s)” or “Contract(s) at Issue” means contract number(s) XXXXXXXXXXXX between **(Company Name)** and the **(Defense Agency)**, and all modifications or extensions to the Contract.

9. The term “Subcontract at Issue” means the contract between **(Company 1 Name)** and **(Company 2 Name)**, in support of **(Defense Agency and prime contract number)**, and any and all modifications or extensions to the Subcontract at Issue.

10. The terms “with regard to,” “regarding,” “relates,” “relating to,” “referencing,” and “concerning” means relating to, regarding, constituting, referring to, reflecting, describing, embodying, showing, discussing, evidencing, or in any way pertaining to.

11. The words “and” and “or” in this subpoena shall be read in both the conjunctive and the disjunctive (i.e., “and/or”), so as to give the document request its broadest meaning.

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12. The term “any and all” means all documents and records that respond in whole or in part to any part or clause of any paragraph of this subpoena, and shall be produced in their entirety, including all attachments and enclosures. The term “any” shall be construed to include the word “all” and the term “all” shall be construed to include the word “any.”

13. The terms “technical publication” and “technical publications” mean any and all technical orders, time compliance technical orders, country standards, military specifications (MILSPEC), federal specifications (FEDSPEC) and any other technical manual, book, or publication which (*Company Name*) utilized and/or relied upon when performing work under the Contract.

14. “Concerning” means referring to, describing, evidencing, or constituting.

15. “Communication” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

16. The term “correspondence” means any recorded material from one individual or entity to another, to include, but not limited to, electronic mails, notes, letters, telephone logs, facsimile, facsimile logs, voice recordings or other form of communication.

II. INSTRUCTIONS

1. The recipient of this subpoena shall identify a qualified custodian of records who may be required to appear and testify at a date to be determined in the future concerning the production and authentication of documents and records required to be produced by this subpoena.

2. Upon completion of the production of documents and records pursuant to this subpoena, the recipient (if the recipient is an individual, then that individual; if the recipient is a corporation, then a corporate officer; if the recipient is a partnership, then a partner; if the recipient is a sole proprietorship, then the owner) shall complete and execute the Certificate of Compliance accompanying this subpoena and deliver same to the individual at location identified on the face of the subpoena. Failure to complete and execute the Certificate of Compliance shall be deemed willful non-compliance with the subpoena.

3. If a claim of privilege is asserted in response to any document requested by

this subpoena, and such document, or any part thereof, is not produced on the basis of such claim, for each such document or part thereof that is not produced, you are directed to provide a privilege log wherein you identify the type of document being withheld (e.g., letter, memorandum, handwritten notes, marginalia, etc.), all actual and intended recipients of the document, its date, and the specific privilege being asserted, all with sufficient particularity so as to comply with Federal Rule of Civil Procedures 26(b)(5). In addition, where a document is pulled for privilege, please insert a colored piece of paper containing the same bates-number as the document pulled so that it is clear from whose files the privileged documents were pulled.

4. Scope of Search Required: This subpoena calls for all documents in your possession, custody or control, including, but not limited to, documents in the possession of your officers, directors, employees, agents, and consultants. You are required to search all files, including electronic sources, reasonably likely to contain responsive documents, including files left behind by former officers, directors, agents, and employees or that are otherwise in the possession, custody or control of **(Company Name)**.

5. Electronic Records: Unless kept in electronic format in the ordinary course of business, all documents provided in response to this subpoena must be the original paper documents, to include all copies that differ in any respect (such as marginalia and/or notations), and all markings and post-it notes and other similar documents attached thereto, as well as all attachments referred to or incorporated by the documents. To the extent that the Department of Defense Inspector General agrees to accept duplicates of any original paper document, such copies must be exact duplicates of the original in format and substance, to include all staples, paper clips, files, labels, marginalia, and condition as single or double-sided documents. To the extent records are kept electronically in the normal course of business, they are required to be produced in that format, with sufficient identification of software and provision of any proprietary software as required to access and manipulate the documents to the same extent accessed and manipulated by **(Company Name)**. Questions concerning the compatibility of the software should be addressed with Special Agent _____ at **phone number**.

6. Manner of Production: All documents produced in response to this subpoena shall comply with the following instructions:

a. You shall conduct a search for responsive documents in a manner sufficient to identify the source and location where each responsive document is found.

b. All documents produced in response to this subpoena shall be segregated and labeled to show the document request to which the documents are responsive and the source and location where the document was found.

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c. To the extent that documents are found in file folders, computer disks, hard drives and/or other storage media which have labels or other identifying information, the documents shall be produced with such file folder and label information intact.

7. To the extent that documents are found attached to other documents, by means of paper clips, staples or other means of attachment, such documents shall be produced together in their condition when found.

8. All records responsive to this subpoena are required, regardless of media involved (e.g., paper, electronic, magnetic, photo-optical, or other). Electronic records must be provided in a useable storage device such as a compact disk. Identify the computer software used to create, manipulate, and/or operate all electronic data.

9. The singular form of a word shall be construed to include within its meaning the plural form of the word, and vice versa, and the use of any tense of any verb shall be considered to also include all other tenses.

10. Notwithstanding the language of numbered paragraph II. 1. above, copies may be provided in response to this subpoena. If copies are provided, the originals must be maintained and safeguarded and made available to us on request.

11. In the event there are no documents responsive to a particular subpoena request, please specify that you have no responsive documents.

12. If you know of documents you once possessed or controlled, but no longer possess or control, which would have been responsive to this subpoena, state what disposition was made of such documents, including identification of the persons who are or are believed to be in possession or control of such documents currently.

13. To facilitate the handling and return of the submitted documents, please mark each page with an identifying logo or the first three letters of your company's name and number each page sequentially beginning with "00001." The marks should be placed in the lower right hand corner of each page but should not obscure any information on the document. All documents should be produced in enclosures bearing your name, the date of the subpoena and the paragraph(s) of the subpoena to which the documents respond.

14. To the extent that **(Company Name)** claims that documents produced fall within the scope of the Trade Secrets Act (18 U.S.C. §1905), the Freedom of Information Act (5 U.S.C. §552), or other statutory or common law provision that purports to regulate the ability of the United States to handle and make use of the document, you must mark each passage(s) or page(s) with a legend which clearly identifies the basis of your claim; e.g., "TSA – Trade Process Information," "TSA – Income Information," "FOIA Exemption 4."

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15. Production shall be made in such a manner as to ensure that Special Agents of the **(DCIO)** may readily determine the source and location of each document.

16. Upon completion of the production of documents and records pursuant to this subpoena, the recipient (if the recipient is an individual, then that individual; if the recipient is a corporation, then a corporate officer; if the recipient is a partnership, then a partner; if the recipient is a sole proprietorship, then the owner) shall complete and execute the Certificate of Compliance accompanying this subpoena and deliver same to the individual at location identified on the face of the subpoena. Failure to complete and execute the Certificate of Compliance shall be deemed willful non-compliance with the subpoena.

III. TIME PERIOD

Unless otherwise indicated, the relevant time period for each document request in this subpoena shall be from **inclusive dates** , and shall include all documents created, prepared, dated, sent, received, altered, in effect, or which came into existence during this period, or which refer or relate to that period, regardless of when the documents were created or prepared.

IV. DOCUMENTS REQUIRED

Any and all documents relating to the Contracts at Issue, as described below:

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