

TP STATEMENTS LIST (05/09)

[Note: Previous Issues are located at Buyer's Web Site (see TP-453) under Archives]

[This lead in paragraph together with the suggested uses in []s under each title are for Buyer use only. These TP statements include, but are not limited to, those referenced in Buyer's local directives. They are to be used as prescribed therein or as otherwise deemed appropriate. Where TP statements contain blanks, the required fill-in information must be included in the purchase order.]

05/09 Revisions

Updated TP-105 to align with current versions of terms and conditions

Added TP-106 (Incorporation of Proprietary Information Agreement)

08/08 Revisions

Added TP-025 (Notification of Raytheon Retiree or Former Government Employee)

05/08 Revisions

Added TP-105 for Basic Ordering Agreements

02/08 Revisions

Deleted TP-031

Added TP-102 for exceptions to micro procurements

Added TP-230

Added TP-231

Added TP-232

Amended TP-453 to delete Commencement of Payment Terms provision

07/07 Revisions

Amended TP-453 to add Commencement of Payment Terms provision

Amended TP-503 use statement and specified sections applicable to foreign concerns

Amended TP-504 use statement

Amended TP-505 use statement

Amended TP-506 to cover additional costs occurring during contract performance

02/07 Revisions

Amended TP-040

Added TP-041

Corrected clerical error in TP-202

Amended TP-502 reference from WI to OD

Amended TP-503 reference from WI to OD

Amended TP-504 reference from WI to OD; corrected clerical error

Amended TP-505 reference from WI to OD

10/06 Revised TP-506 (11/05)

Modified language for clarity

01/06 Added TP-398 (01/06)

Added to resolve potential inconsistencies in fields containing quantities in the PRISM system

12/05 Revisions

Added: TP-439 (12/05) [re Delivery Date];
TP-461 (12/05) [re Milestone Payments]

Deleted: TP-020 (02/01); TP-065 (10/00); TP-066 (10/00); TP-067 (10/00); TP-200 (10/00);
TP-203 (10/00); TP-208 (10/00); TP-218 (10/00); TP-221 (10/00); TP-315 (10/00);
TP-431 (10/00); TP-441 (10/00); TP-455 (10/00); TP-456 (10/00); TP-458 (10/00);

TP-459 (10/00); TP-469 (10/00); TP-482 (10/00); TP-490 (04/99); TP-492 (10/00);
TP-499 (10/00); TP-500 (10/00); TP-501 (10/00); TP-507 (02/02)

Modified for clarity: TP-048 (10/00); TP-054 (10/00); TP-069 (10/00); TP-103 (03/02);
TP-202 (10/00); TP-204 (10/00); TP-205 (10/00); TP-314 (10/00);
TP-440 (10/00)

11/05 Deleted TP-460 (10/05); Modified TP-506 (02/02)

Deleted TP-460 when PRISM system adjusted to print DPAS requirement automatically. Added word
“FIXED” to TP-506 percentage fee limitations to comply strictly with FAR.

10/05 Added TP-460 (10/05)

Added to fill temporary gap caused by PRISM system’s failure to print DPAS requirement

08/05 Added TP-399 (08/05)

Added to clarify what constitutes the original issue of a PO when the PRISM Version is other than “0”

01/05 Revised TP-487 (10/00)

Deleted outdated FAR reference and modified the language

05/02 Revised TP-200 (10/00)

STE Specifications

03/02 Revised TP-506 (02/02)

Cost Type Subcontract Parameter Fill-ins

02/02 Added TP-506 (02/02)

Cost Type Subcontract Parameters Fillins

01/02 Revised TP-450 dated (05/01)

Transferred instructions on classified delivery, which now includes a new delivery point for U. S. Postal
Service delivery of hardware containing comsec material.

10/01 Revisions from previous issue dated 07/01

Deleted the following TP statements: 021, 024, 063, 206, 210, 214, 216, 319, 447, 454, 466 & 467

07/01 Revisions from previous issue dated 02/01

TP-450 revised to include special COMSEC Hardware “ship to” address

TP-453 revised to include Raytheon’s updated Ts&Cs internet URL address

TP-502 through TP-505 added to identify the possible CAS clause coverage options.

02/01 Revisions from previous issue dated 11/00

1. TP-020 revised to emphasize requirements for shipments to other than Buyer’s facility

11/00 Revisions from previous issue dated 4 Nov 99

This issue contains extensive revisions, deletions and combinations, however, existing POs should not be
affected since statements previously incorporated will generally remain unchanged (see TP-453).

TP-025 (08/08) NOTIFICATION OF RAYTHEON RETIREE OR FORMER GOVERNMENT
EMPLOYEE

[use with all purchase orders for services – cut and print out the full text of this TP statement into
the PO]

(08/08) Seller shall notify Buyer prior to the acceptance of the purchase order if the Seller or Seller's
employee(s) directly performing requested service is either a retired Raytheon employee or a former
government employee.

TP-030 (10/00) CLOSURE OF COST/T&M TYPE ORDERS

[use to closeout CR or T&M orders - such orders require Seller's execution of the exhibit]

(10/00) THIS ORDER IS CLOSED. NO FURTHER WORK MAY BE PERFORMED OR BILLED. THE
VALUE ON THIS CHANGE NOTICE CONSTITUTES FULL PAYMENT FOR COMPLETION &
SELLER'S EXECUTED ASSIGNMENT & RELEASE DOCUMENT IS INCORPORATED HEREIN.

TP-040 (02/07) CONFIRMING/DEFINITIZING LETTER SUBCONTRACT

[use in all orders confirming a prior advance authorization definitizing a letter subcontract]

(02/07) THIS ORDER SUPERSEDES & CONFIRMS/DEFINITIZES BUYER'S PRIOR LETTER
SUBCONTRACT NUMBER _____ ISSUED ON _____,
INCLUDING AMENDMENTS. PERFORMANCE UNDER SAID PRIOR DOCUMENT IS DEEMED
TO HAVE BEEN HEREUNDER.

TP-041 (02/07) CONFIRMING/DEFINITIZING NOTICE OF AWARD

[use in all orders confirming a prior advance authorization definitizing a notice of award]

(02/07) THIS ORDER SUPERSEDES & CONFIRMS/DEFINITIZES BUYER'S PRIOR NOTICE OF
AWARD NUMBER _____ ISSUED ON _____, INCLUDING
AMENDMENTS. PERFORMANCE UNDER SAID PRIOR DOCUMENT IS DEEMED TO HAVE
BEEN HEREUNDER.

TP-048 (12/05) FURNISHING PROPERTY (INC. REPAIR/REWORK)

[use where Buyer or Government property is/will be provided to & be in the possession of Seller
or for repair/rework/replacement (r/r/r) orders or otherwise – matrix will be blank for r/r/r orders
unless material to assist Seller in the repair of the items is provided in addition to the items to be
r/r/r'd]

(12/05) THIS CLAUSE MODIFIES BUYER'S TC-001 "CHANGES" CLAUSE & THE FAR
"GOVERNMENT PROPERTY" CLAUSE IN THAT BUYER'S ONLY LIABILITY FOR A DELAY IN
FURNISHING THE PROPERTY IS TO EXTEND SELLER'S DELIVERY SCHEDULE DAY FOR
DAY. LISTED PROPERTY IS (BUYER / GOVERNMENT) PROPERTY.

PART NO.	ITEM DESC.	LATEST RECEIPT DATE (LRD)	ITEM QTY	UNIT VALUE	ATTRITION PERCENT
•					
•					
•					
•					
•					

NOTE: BUYER DELIVERIES ARE NOT LATE IF THE LRD IS MET.

UNLESS OTHERWISE STATED, ATTRITION PERCENTAGES ARE ZERO.

REPAIR/REWORK/REPLACEMENT (R/R/R) WORK SHALL BE PERFORMED TO THE AS-BUILD CONFIGURATION UNLESS OTHERWISE STATED BY THE PURCHASE ORDER LINE ITEM. FOR WARRANTY WORK, THIS CONFIGURATION SHALL, UNLESS OTHERWISE SPECIFIED, BE THAT OF THE ORIGINAL ACQUIRING ORDER.

FOR ALL ORDERS, RETURN SHIPPING DOCUMENTS MUST IDENTIFY ANY GOVERNMENT PROPERTY AS SUCH & IN ADDITION, FOR R/R/R ORDERS, THEY MUST REFLECT REPAIR, REWORK OR REPLACEMENT, AS APPLICABLE.

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-049 (10/00) SOURCE REQUIREMENTS FOR MIL SPEC PARTS
[use as applicable]

(10/00) DELIVERABLES HEREUNDER SHALL HAVE BEEN PURCHASED DIRECTLY FROM THE MANUFACTURER FOR WHOM SELLER IS AN AUTHORIZED & FRANCHISED DISTRIBUTOR. SELLER SHALL KEEP SUPPORTING RECORDS WHICH BUYER MAY INSPECT AT ANY TIME.

TP-053 (10/00) SPECIAL, EMERGENCY, PERISHABLE AND/OR GBL SHIPMENTS
[use as applicable]

(10/00) PRIOR TO EMERGENCY &/OR PERISHABLE SHIPMENTS, NOTIFY BUYER'S RECEIVING AT (520) 633-6864, OR IF AFTER 5:00 P.M. MST, PLANT PROTECTION AT (520) 794-8313. PROVIDE BUYER'S PURCHASE ORDER NUMBER, CARRIER, FLIGHT NUMBER, AIR BILL OR WAY BILL NUMBER, ARRIVAL TIME, WEIGHT, & NUMBER OF BOXES/PALLETS. FOR GBL OR SPECIAL SHIPMENTS, OBTAIN INSTRUCTIONS TWO WEEKS BEFORE SHIPMENT FROM BUYER'S TRAFFIC DEPT. CALL (520) 794-8392 FOR GBL OR (520) 794-8402 FOR OTHER THAN GBL.

TP-054 (12/05) EQUIPMENT INSTALLATION
[to insure correct property tax assessments are made, use in conjunction with an equipment rental/lease where the equipment will not be incorporated into an end item. Modify location description, if appropriate]

(12/05) EQUIPMENT ON THIS ORDER WILL BE INSTALLED IN TUCSON (PIMA COUNTY), AZ.

TP-059 (10/00) 900,000 SERIES DRAWINGS
[use as applicable]

(10/00) WORK MUST STRICTLY COMPLY WITH BUYER'S DRAWINGS/SPECIFICATIONS.
WHEN A MANUFACTURE'S PART NUMBER IS IDENTIFIED BY A BUYER NUMBER, THE
QUALIFIED ITEM MAY NOT BE CHANGED WITHOUT BUYER'S PRIOR WRITTEN APPROVAL.

TP-069 (12/05) INCORPORATING TERMS & CONDITIONS INTO RELEASE ORDER
[use as applicable]

(12/05) THIS RELEASE IS ISSUED UNDER & INCORPORATES THE TERMS & CONDITIONS OF
AGREEMENT _____, DATED _____.

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-101 (10/00) CONFIRMING OPTION EXERCISE
[use in a change order or new PO where an option was exercised by another means, e.g. FAX,
etc.]

(10/00) THIS MODIFICATION OR NEW PURCHASE ORDER CONFIRMS BUYER'S PRIOR
"NOTICE OF EXERCISE OF OPTION" PER THE OPTION CLAUSE OF THE ORIGINAL ORDER
(INSERT ORIGINAL ORDER NUMBER ONLY IF THIS IS A NEW ORDER).

TP-102 (02/08) MODIFICATION OF MICROPROCUREMENT PURCHASE ORDER TERMS &
CONDITIONS
[use on all purchase orders that are under \$25,000 that are not for software or for international
suppliers when there are exceptions to Raytheon's standard terms and conditions that have not
been previously negotiated]

(02/08) Exceptions to Raytheon's standard terms and conditions of purchase are incorporated into this
purchase order as follows:

TC-001 (02/07)

Section [insert section number]. [insert section heading]
[insert agreed upon modification]

Section [insert section number]. [insert section heading]
[insert agreed upon modification]

Section [insert section number]. [insert section heading]
[insert agreed upon modification]

TP-103 (12/05) MODIFICATION OF PO TERMS & CONDITIONS
[use as applicable]

(12/05) Exceptions Dated _____

Attachment ____, TCM_____, Terms and Conditions Modifications are incorporated herein.

TP-104 (10/00) STANDARD OPTION CLAUSE
[use and/or modify appropriately to contractually define and create an option(s)]

(10/00) THE OPTIONS DESCRIBED BELOW, MAY BE EXERCISED IN WRITING BY ANY
COMMERCIALY ACCEPTABLE MEANS & CONFIRMED BY EITHER A CHANGE NOTICE
HERETO OR BY A SEPARATE ORDER. AS ADDITIONAL CONSIDERATION HEREUNDER,
SELLER GRANTS BUYER THE OPTION(S) [SOLE RIGHT, BUT NOT AN OBLIGATION], TO
PURCHASE, UNDER THE TERMS OF THIS ORDER, THE ADDITIONAL ARTICLES/SERVICES
SPECIFIED BELOW:

PART NO.	QUANTITY	MONTHLY RATE AND DELIVERY SCHEDULE	UNIT PRICE	LAST OPTION EXERCISE DATE
•				
•				
•				

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-105 (05/09) BASIC ORDERING AGREEMENT (BOA)
[use with Local Agreements using the PRISM/SAP system. Remember to fill in the date of the
Agreement in section 4 and to complete Schedule "A".]

The Parties hereby enter into this Agreement to facilitate the potential future purchase/sale of certain
"Covered Products."

Section 1. General

This is an ordering arrangement and not a purchase order, the terms and conditions contained herein are
unique hereto and deemed to supersede any conflicting preprinted terms on the Raytheon cover document,
if any. They do not, however, supersede modifications contained in said cover document where the
modifications indicate they are specifically applicable hereto. Individual orders (also referred to as
releases) are subject to their own special terms and conditions as identified in the "Order/Release Terms
and Conditions" section below.

Section 2. Covered Products

“Covered Products” are those items/services identified and, if applicable, priced as stated in Attachment A.

Section 3. Obligation (No Guarantees)

For the term of this Agreement and subject to the terms and conditions herein, Seller agrees to sell Covered Products to Buyer in the quantities and at the price(s) specified whenever Buyer issues an order therefore (see the section below entitled “Ordering”). Buyer is not obligated to Seller in any way to purchase specific items or quantities from Seller and may, at any time, acquire the Covered Products elsewhere. Accordingly, Seller may cancel this Agreement any time prior to its acceptance of the first order issued pursuant to this Agreement. Thereafter, however, in consideration for said first order, Seller may only cancel with thirty (30) days advance written notice to Buyer. This authority to cancel does not extend to individual orders which are subject to their own specific cancellation terms and conditions.

Section 4. Ordering

Buyer’s Supply Chain Management representatives and/or other of Buyer’s authorized releasers shall acquire “Covered Products” by issuing an “order/release” therefore and citing this Agreement. Orders/releases shall be in the form of separate purchase orders or, if permitted and described in a controlling cover document, by other authorized procurement mechanisms or documents (e.g. P-cards, task orders, etc.). Each order is a separate contract under the Agreement and each will specify the specific item(s) and quantities ordered, their delivery schedule, price, packaging/quality requirements, the total amount committed and Defense Priorities and Allocation System (DPAS) rating(s), as applicable. Each purchase order issued under this Agreement shall incorporate a statement similar to the following:

“This order/release is issued/placed under and subject to the terms and conditions of the Basic Ordering Agreement between the Parties dated _____.”

Notwithstanding the above, all orders issued pursuant to this Agreement are stand alone documents and the terms contained in said order(s) shall take precedence over any conflicting terms contained in this Agreement.

Unless specifically authorized, Buyer will not accept overages or short closures hereunder. In addition, shipments missing required certifications (e.g. ammo data cards, configuration certifications, evidence of source inspection, etc.) may be returned at Seller’s expense as nonconforming or defective. For parts received outside the buying facility, a copy of the certifications should be sent directly to the Buyer.

Section 5. Order/Release Terms and Conditions

The following documents shall be incorporated by reference into all Purchase Order issued under this Agreement:

1. Raytheon General Terms and Conditions of Purchase, TC-001 (04/09);
2. Raytheon General Terms and Conditions of Purchase, TC-002 (04/09) [applicable only to orders for noncommercial products or services in support of a U.S. Government prime contract or higher-tier subcontract];
3. Raytheon General Terms and Conditions of Purchase, TC-003 (04/09) [applicable only to orders for noncommercial products or services in support of a U.S. Government Department of Defense prime contract or higher-tier subcontract];
4. Purchase Order Attachment TC-019 (10/03);
5. TC-Update (issue in effect at time of issuance of subsequent orders);
6. Raytheon Additional Solicitation/Purchase Order Terms and Conditions, T-RMS (issue in effect at time of issuance of this Agreement);
7. Raytheon Q-notes; and
8. Any other terms, conditions, requirements, and/or prime contract flow downs necessitated by Buyer’s customer’s contracts shall be incorporated into individual Purchase Orders as needed.

In the event of a conflict, terms and conditions that appear automatically on Raytheon purchase orders are superseded by the terms and conditions stated above.

Section 6. Public Law Compliance

If pricing hereunder was established without certified Cost or Pricing Data, and the Truth in Negotiations Act (TINA) is later imposed upon Buyer for any particular order, Seller agrees to furnish said data, to treat existing pricing as "not to exceed" pricing, to enter into good faith negotiations with Buyer should Buyer consider that necessary, and to execute a Certificate of Current Cost or Pricing Data with an "as of date" as requested by the Buyer. Seller also acknowledges that Cost Accounting Standards (CAS) and/or other Government requirements may apply to individual orders/releases and agrees to execute appropriate CAS disclosure and/or other certification(s) as directed by Buyer.

Section 7. Disputes

Any controversy or claim that may arise out of or in connection with this Agreement that after good faith negotiations cannot be resolved to both Parties mutual satisfaction may be resolved by submitting the claim to a court of competent jurisdiction.

Pending resolution or settlement of any dispute arising hereunder, Seller will proceed diligently as directed by Buyer with the performance of this Agreement and any order issued hereunder.

Section 8. Configuration Changes

Seller shall not make any changes in the manufacture of items to be delivered pursuant to orders issued hereunder in manufacturing processes, materials, design, form, fit or function or in any other way without prior written notification to Buyer, and Buyer reserves the right to terminate this Agreement or any orders issued hereunder if any changes are made by Seller without the written approval of Buyer.

Section 9. Obsolescence

The Seller shall have a Parts Obsolescence Management Process that assesses the parts and materials used in Covered Products manufactured for the Buyer under this Agreement. This process shall evaluate the current and future availability of parts and materiel at a frequency that provides sufficient time to identify obsolescence issues, allow determination of a path of action, and take all actions necessary to eliminate an obsolescence issue that could cause hardware delivery delays. These actions should include, but not be limited to, Last-Time/Life-Time-Buys, evaluate performance and interchangeability of alternate parts, perform redesign to eliminate obsolete parts, and include necessary re-qualification actions. Buyer's approval is required prior to any advanced procurement or redesign activity concerning Covered Products. In the event there are any hardware delivery delays caused by Seller's failure to comply with Seller's responsibilities as stated herein, Seller shall pay Buyer for all reasonable costs associated with delays to Buyer's schedules and/or shall pay for all reasonable costs associated with a determination of acceptability of alternate parts and/or necessary redesign, including any re-qualification, of the Seller's products.

The Seller's Parts Obsolescence Management Process must be documented in writing including definition of the process steps, responsible parties, review of results and frequency of evaluation. The process documentation must be approved by the Seller's management. The process will be provided to Buyer within sixty (60) days of the Effective Date. Thereafter, the Parties will modify the process, if necessary, so that it is mutually acceptable. The Parties will also mutually determine the manner and frequency of future notices to Buyer of compliance with the process.

Section 10. Term and Termination

This Agreement shall begin and terminate on the dates specified on the face page of this Local Agreement, unless terminated sooner pursuant to section 3 above. Any order issued during the term shall continue in effect under the provisions hereof until performance thereunder is completed.

Section 11. Governing Law

This Agreement shall be construed in accordance with and governed by laws of the State of Arizona, without reference to its conflict of laws provisions.

Section 12. Release of Information

Seller shall not publish, distribute, or use any information developed under or about the existence of this Agreement, or use the Raytheon Company name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for products or service endorsement without prior written approval of Buyer.

Section 13. Severability Clause

The provisions of this Agreement shall be deemed severable. If any provision in this Agreement shall be found or be held to be invalid or unenforceable by any court of competent jurisdiction, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement and the remainder of the Agreement given full force and effect.

Section 14. Assignments

Neither Party shall assign any rights or obligations due or to become due under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment without such consent shall be void.

Section 15. Defense Priorities and Allocations System

Seller acknowledges that individual orders/releases hereunder may be certified for national defense use and subject to 15 CFR 700, the "Defense Priorities & Allocations System (DPAS)", and, if so certified, agrees to comply therewith. Buyer will advise Seller where a specific DPAS rating exists, and, if such order/release exceeds \$50K, Seller shall acknowledge its receipt and acceptance or rejection in writing within ten (10) working days for a DX rating or fifteen (15) working days for a DO rating. All such Purchase Orders will contain a statement in substance as follows: "This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR 700)."

Section 16. Records Retention, Audit and Pricing Errors

Seller shall maintain all books and records (e.g. catalogs, invoices, pricing and supporting documentation, etc.) related to this Agreement and any orders/releases placed hereunder for the longer of: four (4) years following Agreement expiration or termination or three (3) years following final payment under any of its orders/releases. With reasonable advance notice and with all reasonable assistance from Seller, Buyer may inspect/audit these books and records. Pricing audits shall be conducted on a sample basis consisting of a mutually agreed upon percentage of the total dollars invoiced for the period selected. The amount of any overpayment(s) by Buyer determined as a result of such audit(s) shall be promptly refunded by Seller to Buyer upon demand.

Section 17. Entire Agreement

This is the entire Agreement between the Parties pertaining to the subject matter of this Agreement. It supersedes all prior or contemporaneous written or oral agreements pertaining to said subject matter and may not be amended or modified except by subsequent agreement by the Parties in writing executed by their duly authorized officers or representatives.

SCHEDULE "A"

[Insert whatever parts, supplies, services, etc. (including quantities as needed or forecast) that are to be included in the Basic Ordering Agreement, along with all pricing agreements. The description of parts should be specific. Payment terms and technical requirements can be inserted as well.]

TP-106 (05/09) INCORPORATION OF PROPRIETARY INFORMATION AGREEMENT
[use as applicable]

(05/09) THE PARTIES' PROPRIETARY INFORMATION AGREEMENT DATED _____ APPLIES TO AND IS INCORPORATED INTO THIS PURCHASE ORDER.

TP-202 (02/07) ST/STE COST CERTIFICATION
[recommended for use on complex high dollar orders which could require the use of ST/STE]

(02/07) TO BE PAID FOR SPECIAL TEST EQUIPMENT (STE) AND/OR SPECIAL TOOLING (ST), SELLER MUST SHOW OR MUST HAVE SHOWN SUCH COSTS AS SEPARATE ITEMS IN ITS OFFER. FURTHER, ANY STE OR ST MUST COMPLY WITH THE FAR/DFARS DEFINITIONS OF STE OR ST. BUYER'S TEST EQUIPMENT SPECIFICATION (TES) 1059276. WHERE NOT SHOWN AS SEPARATE LINE ITEM(S) IN THIS ORDER, SELLER CERTIFIES THAT ST/STE, AS DEFINED IN THE FAR/DFARS, IS NOT REQUIRED HEREUNDER & NO COSTS THEREFORE ARE/WILL BE CHARGED HERETO.

TP-204 (12/05) PROPERTY – USE AUTHORIZATION
[use to authorize use of property accountable under a different order - caution: insure such alternate use is authorized by the Customer, if applicable. Note: this clause authorizes "use" only, not "rent free use"]

(12/05) THE FOLLOWING BUYER/GOVERNMENT PROPERTY ACCOUNTABLE TO PO _____ MAY BE USED HEREUNDER. USE IS RENT FREE ONLY IF SO STATED IN THE PURCHASE ORDER.

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-205 (12/05) PROPERTY TRANSFER & USE AUTHORIZATION
[use to transfer accountability for property from one order to another]

(12/05) ACCOUNTABILITY FOR THE FOLLOWING BUYER/GOVERNMENT PROPERTY IS TRANSFERRED FROM PO _____ TO THIS PO & MAY BE USED HEREUNDER:

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-209 (10/00) PRODUCTION PARTS LIABILITY DEPENDENT UPON QUALIFICATION SAMPLE
[use as applicable where 1st articles (test samples) are required]

(10/00) ABSENT BUYER'S WRITTEN AUTHORIZATION, WHICH USUALLY MEANS THAT QUALIFICATION SAMPLES PASSED REQUIRED TESTING, BUYER IS NOT LIABLE FOR ANY PRODUCTION PARTS. IF MULTIPLE CAVITIES/PATTERNS ARE TO BE USED TO PRODUCE THE PRODUCTION PARTS, QUALIFICATION SAMPLES MUST, TO THE EXTENT POSSIBLE, BE IN EQUAL NUMBERS FROM EACH & MARKED ACCORDINGLY.

TP-212 (10/00) TOOL DESIGN/PHOTOGRAPHS ON OUTSIDE RECEIVING REPORT
[use where Seller is acquiring or fabricating ST/STE for Buyer]

(10/00) PAYMENT FOR TOOLING IS NOT DUE UNTIL BUYER APPROVES THE TOOL DESIGNS AND/OR PHOTOGRAPHS WHICH MUST ACCOMPANY THE OUTSIDE RECEIVING REPORT ON WHICH TOOLING ACCEPTANCE IS INDICATED. PHOTOS MUST BE A MIN OF 5" X 7" & A MAX OF 8" X 10" WITH TOOL AND TOOL NUMBER(S) VISIBLE. FOR SIZE COMPARISON, PHOTOGRAPH A STANDARD MEASURING INSTRUMENT (E.G. A 12-INCH SCALE) WITH THE TOOL.

TP-219 (10/00) PRODUCTION GO AHEAD AFTER QUAL SAMPLE/FIRST ARTICLE ACCEPTANCE
[use to authorize production where 1st article (qualification test samples) were required]

(10/00) PER TP-209, THIS NOTICE "AUTHORIZES" PRODUCTION OF THE FOLLOWING ITEM(S):

_____.

IMMEDIATELY NOTIFY BUYER IF BLANK IN THIS CLAUSE IS NOT FILLED IN.

TP-230 (02/08) FIRM-FIXED PRICE PURCHASE ORDER PLACED IN THE AGGREGATE WITH A SEPARATE PURCHASE ORDER FOR ST/STE
[use in all FFP Letter Subcontracts and POs that use a separate PO for ST/STE; use in conjunction with TP-231]

(02/08) This Purchase Order is placed in the aggregate with PO # _____ [insert # of PO that includes the ST/STE], which includes ST/STE.

TP-231 (02/08) ST/STE PURCHASE ORDER PLACED IN THE AGGREGATE WITH A SEPARATE FFP PURCHASE ORDER THAT DOES NOT INCLUDE THE ST/STE
[use in all ST/STE Letter Subcontracts and POs containing ST/STE that are placed in the aggregate with a separate FFP purchase order that does not contain the ST/STE; use in conjunction with TP-230]

(02/08) This Purchase Order, which contains ST/STE, is placed in the aggregate with FFP PO # _____ . [insert # of FFP PO that does not include the ST/STE]

TP-232 (02/08) COST TYPE LSC OR PURCHASE ORDER CONTAINING ST/STE
[use in all cost type Letter Subcontracts and POs containing ST/STE regardless if placed in the aggregate or not]

(02/08) This Purchase Order contains ST/STE.

TP-314 (12/05) INTER-ORGANIZATIONAL TRANSFERS (IOTs)
[use on all IOTs]

(12/05) THE TERMS & CONDITIONS APPLICABLE TO THIS IOT ARE THOSE TERMS & CONDITIONS OF THE ISSUER'S CUSTOMER CONTRACT(S) CITED HEREIN. FEE IS SET BY RAYTHEON FINANCE POLICY.

IN THIS IOT DOCUMENT, THE TERM "PURCHASE ORDER" REFERS TO "IOT" AND "PRICE" REFERS TO "COST".

TP-323 (10/00) CAPITAL EQUIPMENT INSTALLATION INFORMATION
[use as applicable]

(10/00) WITHIN 30 DAYS ARO, SELLER MUST FURNISH, IN A NARRATIVE OR ON ITS DRAWINGS, EQUIPMENT ENGINEERING & INSTALLATION INFORMATION TO INCLUDE PHYSICAL LOCATION, SIZE, INPUT & OUTPUT REQUIREMENTS FOR ELECTRICITY, GAS, WATER, INERT GASES, AIR DRAINS, & EXHAUSTS. ALSO INCLUDE WEIGHT & MOUNTING REQUIREMENTS WITH FOUNDATION SPECIFICATIONS AS NEEDED. DISCONNECTS SHALL BE SPECIFIED AS TO SIZE & INTERCONNECTING WIRING BETWEEN UNITS SHALL BE FULLY DOCUMENTED OR SELLER SHALL BE RESPONSIBLE FOR PERFORMING THE WORK.

TP-398 (01/06) INCONSISTENT QUANTITY FIELDS
[use as applicable]

(01/06) IN THE EVENT THE "CONTRACT QTY" FIELD AND THE "ORDER QTY" FIELD DO NOT MATCH ON RFQs OR ON INDIVIDUAL PURCHASE ORDER LINE ITEMS, ALWAYS DEFAULT TO THE "ORDER QTY" AMOUNT. THE PRIME CONTRACT NUMBER AND DPAS RATING ARE CORRECT BY LINE ITEM.

TP-399 (08/05) ORIGINAL PURCHASE ORDER ISSUE

[use on release of original purchase order when the PO has not yet been transmitted to the Supplier and the “Version” on the face page of the PO is anything other than “0”]

(08/05) THIS IS THE ORIGINAL ISSUE OF THIS PURCHASE ORDER REGARDLESS OF THE “VERSION” NUMBER SHOWN ABOVE.

TP-400 (10/00) CHANGE NOTICE CLAUSE

[use as applicable]

(10/00) EXCEPT AS SPECIFIED HEREIN, ALL TERMS & CONDITIONS REMAIN UNCHANGED.

TP-410 (10/00) PART NUMBER SUFFIX CODE “V”

[use as applicable]

(10/00) SELLER SHALL DISREGARD ANY PART NUMBER SUFFIX CODE “V” WHEN PRODUCING & MARKING PARTS. THIS CODE IS FOR BUYER’S INTERNAL USE ONLY.

TP-415 (10/00) PURCHASE AGREEMENT AUDIT AGREEMENT

[use for other than FFP agreements or where releases will be made]

(10/00) IF BUYER FINDS PRICING ERRORS, AFTER AUDITING 25% OR MORE OF THE TOTAL DOLLARS INVOICED FOR ANY SPECIFIC AUDIT PERIOD, THE ERROR RATE WILL BE DOCUMENTED & EXTRAPOLATED OVER THE PERIOD’S UNAUDITED BILLINGS. WITHIN 30 DAYS, OR SUCH LONGER TIME AS BUYER MAY PERMIT, SELLER MAY REVIEW BUYER’S REPORT, INCLUDING INVOICES EXAMINED, & POINT OUT ANY MISTAKES/DISCREPANCIES. BUYER SHALL THEN ADJUST THE ERROR RATE, IF APPROPRIATE, & SELLER SHALL PROMPTLY SUBMIT PROPER DEBIT OR CREDIT MEMOS AS DIRECTED BY BUYER.

TP-433 (10/00) SUBCONTRACT MANAGEMENT

[use as directed]

(10/00) BUYER’S CUSTOMER REQUIRES BUYER TO DESIGNATE CERTAIN SUBCONTRACTS AS “MAJOR/CRITICAL” BASED UPON POTENTIAL COST, SCHEDULE OR TECHNICAL IMPACT. IF THIS PO IS SO DESIGNATED, SELLER AGREES, AT BUYER’S REQUEST, TO:

1. PERIODICALLY REPORT ON EXISTING & POTENTIAL TECHNICAL, QUALITY, COST (IF APPROPRIATE) & SCHEDULE PROBLEMS & SELLER’S PROPOSED SOLUTIONS.
2. CONDUCT PERIODIC PROGRAM REVIEWS WITH BUYER, WHICH MAY BE ATTENDED BY BUYER’S CUSTOMER REPRESENTATIVES.

3. ALLOW VISITS TO SELLER'S FACILITIES (WITH ADVANCE NOTIFICATION) BY BUYER AND/OR REPRESENTATIVES OF BUYER'S CUSTOMER.

THIS CLAUSE DOES NOT ESTABLISH PRIVITY OF CONTRACT BETWEEN BUYER'S CUSTOMER & SELLER.

TP-439 (12/05) DELIVERY DATE

[use in every domestic purchase order for hardware deliverables]

(12/05) FOR U.S. SUPPLIERS, THE DELIVERY DATE LISTED ON THE PURCHASE ORDER IS THE DATE THE SHIPMENT MUST ARRIVE ON THE RAYTHEON DOCK.

TP-440 (12/05) SCHEDULE INCENTIVE

[use where premium/expedite costs are negotiated]

(12/05) SCHEDULE INCENTIVE PAYMENT(S) IS(ARE) HEREBY AUTHORIZED AS SET FORTH ELSEWHERE HEREIN; BUT, UNLESS OTHERWISE STATED, THEY MUST BE EARNED AND WILL BE PAID ONLY IF SELLER MEETS ALL SPECIFIED DELIVERY DATE(S).

TP-442 (10/00) AUTOMATIC SCHEDULING FOLLOWING A CONTROLLING EVENT.

[use as applicable]

(10/00) ALTHOUGH SELLER'S SCHEDULE IS CONTINGENT UPON THE OCCURRENCE OF describe the event or happening upon which the delivery schedule is predicated, SELLER AGREES THAT DELIVERY WILL NOT EXCEED insert the agreed upon number of days/weeks/months AFTER SAID CONTROLLING EVENT & THAT NO FORMAL PO AMENDMENT IS REQUIRED TO DOCUMENT THE EVENT OR SELLER'S RESULTANT SCHEDULE REQUIREMENT.

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-449 (10/00) SUPPLIER CHARGE-BACK

[use for warranty work]

(10/00) LISTED ITEMS ARE BEING RETURNED FOR WARRANTY REPAIR/REPLACEMENT & AS SUCH YOUR ACCOUNT IS BEING DEBITED ACCORDINGLY: _____

IMMEDIATELY NOTIFY BUYER IF BLANK IN THIS CLAUSE IS NOT FILLED IN.

TP-450 (01/02) DD FORM 254

[use in solicitations and/or awards where Seller will require access to classified]

(01/02) PERFORMANCE HEREUNDER REQUIRES SELLER'S ACCESS TO CLASSIFIED INFORMATION/MATERIAL THROUGH THE LEVEL OF _____, & DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DATED _____ IS INCORPORATED HEREIN. IF THIS IS A REPAIR/REWORK/REFURBISHMENT ORDER, THE DD 254 NOTED ABOVE MAY BE THAT OF THE ORIGINAL ACQUIRING ORDER. SEE T-RMS FOR CLASSIFIED HARDWARE DELIVERY INSTRUCTIONS.

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-453 (02/08) TP STATEMENTS, PURCHASE ORDER ATTACHMENTS & COMMENCEMENT OF PAYMENT TERMS

(02/08) UNLESS OTHERWISE STATED, NEW AWARDS CITING ATTACHMENT TC-001/PR-07, ARE ALSO DEEMED TO INCLUDE THE LATEST ISSUE OF T-RMS, WHEREAS, FOR MODS/CHANGE ORDERS, EXISTING TERMS & CONDITIONS (E.G. ATTACHMENTS, TP-STMTS, ETC.) REMAIN UNCHANGED.

TP STATEMENTS (e.g. TP-502, etc.) ARE RMS CLAUSES WHICH PRINTED IN FULL TEXT PRIOR TO 11/1/00. NOW, HOWEVER, MANY WILL BE INCORPORATED BY NUMBER & DATE ONLY, WITH THE OFFICIAL TEXT BEING THAT FOUND IN THE "TP STATEMENTS LIST" DOCUMENT ON THE WEB SITE IDENTIFIED BELOW, BUT WHERE ACTUALLY PRINTED ON THE PO, THE PO TEXT IS OFFICIAL. OFFICIAL TEXT FOR STATEMENTS WITH NO DATE OR DATES EARLIER THAN THOSE ON THE CURRENT TP "LIST", CAN BE FOUND ON PREVIOUS "LISTS" UNDER ARCHIVES.

APPLICABLE ENGINEERING/PURCHASE ORDER ATTACHMENTS/TP STATEMENTS ARE IN SELLER'S POSSESSION. MOST ARE ACCESSIBLE ON THE INTERNET WEB SITE AT THE FOLLOWING URL ADDRESS (NOTE ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE), HOWEVER IF NEEDED, OBTAIN HARD COPIES FROM BUYER.

<http://www.eseb.raytheon.com/tandc>

TP-457 (10/00) DPAS RATED RELEASES

[use for agreements under which releases charged to the Government might be issued]

(10/00) SINCE RELEASES/ORDERS HEREUNDER MAY BE CERTIFIED FOR NATIONAL DEFENSE USE & SUBJECT TO 15 CFR 700 THE "DEFENSE PRIORITIES & ALLOCATIONS SYSTEM (DPAS)", BUYER HEREBY INCORPORATES DX/DO PRIORITY RATING PROVISIONS INTO THIS INITIAL AGREEMENT & ACKNOWLEDGMENT IS REQUIRED ACCORDINGLY. BUYER WILL ALSO VERBALLY ADVISE SUPPLIER OF ANY RATING OF AN INDIVIDUAL RELEASE AND, WHERE SUCH RELEASE IS OVER \$50K, SELLER SHALL ACKNOWLEDGE ITS RECEIPT & ACCEPTANCE TO BUYER IN WRITING WITHIN TEN (10) WORKING DAYS FOR A DX RATING OR FIFTEEN (15) WORKING DAYS FOR A DO RATING.

TP-461 (12/05) MILESTONE PAYMENTS

[use on all purchase orders that have milestone payments]

(12/05) PERFORMANCE BASED MILESTONE PAYMENTS ARE HEREBY AUTHORIZED PER FAR 52.232-32 TO BE LIQUIDATED AT THE RATE OF _____%.

Milestone events/performance criteria	How completion is verified	Payment amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-462 (10/00) PROGRESS PAYMENT AUTHORIZATION

[used by Buyer to authorize progress payments to a supplier]

(10/00) PROGRESS PAYMENTS ARE HEREBY AUTHORIZED PER FAR 52.232-16 "PROGRESS PAYMENTS" AT THE RATE OF _____%.

IMMEDIATELY NOTIFY BUYER IF BLANK IN THIS CLAUSE IS NOT FILLED IN.

TP-463 (10/00) [delivery schedule]

[use when early delivery is permitted]

(10/00) BUYER'S RESTRICTION ON EARLY DELIVERY IS WAIVED & SELLER SHALL SHIP AS SOON AS POSSIBLE.

TP-480 (10/00) SOURCE INSPECTION FOR REWORKS

[use as prescribed for rework POs but optional for others, as applicable]

(10/00) SOURCE INSPECTION IS REQUIRED PRIOR TO SHIPMENT FROM YOUR PLANT. UPON RECEIPT OF THIS ORDER, PROMPTLY FURNISH A COPY TO THE BUYER & GOVERNMENT REPRESENTATIVES WHO NORMALLY SERVICE YOUR PLANT.

TP-483 (10/00) MAKE-OR-BUY COMPETITION

[use in competitive RFQ/RFPs where the make or buy decision has not yet been made]

(10/00) YOUR OFFER WILL COMPETE AGAINST THAT OF A RAYTHEON SUBSIDIARY. BUYER, AT ITS SOLE DISCRETION, WILL MAKE SUCH MAKE-OR-BUY SELECTION AS IT DETERMINES TO BE IN THE OVERALL BEST INTEREST OF BUYER & BUYER'S CUSTOMER.

TP-487 (01/05) TINA FOR OPTIONS WITHOUT TINA

[use for options for which TINA data was not obtained but which could ultimately exceed the TINA threshold and be charged direct to a non-exempt U.S. Government prime or higher tier subcontract.]

(01/05) OPTION PRICING WAS ESTABLISHED WITHOUT THE USE OF (CERTIFIED) COST OR PRICING DATA. ACCORDINGLY, SHOULD THE TRUTH IN NEGOTIATIONS ACT LATER BE IMPOSED UPON BUYER, SELLER AGREES TO FURNISH SAID DATA, TO TREAT THE EXISTING OPTION AS A "NOT TO EXCEED" OPTION, & TO EXECUTE A CERTIFICATE OF CURRENT COST OR PRICING DATA WITH AN "AS OF DATE" AS CLOSE AS POSSIBLE TO THE DATE BUYER REQUESTS SUCH CERTIFICATE.

TP-495 (10/00) GROUP B/C WAIVER

[use as required]

(10/00) GROUP B/C TESTING IS NOT REQUIRED FOR THIS PURCHASE ORDER.

TP-502 (02/07) FULL CAS

[use for the implementation of full CAS per OD-SCM-360]

NOTE: THIS IS A CAS COVERED SUBCONTRACT. FAR 52.230-2 "CAS" AND FAR 52.230-6 "ADMINISTRATION OF COST ACCOUNTING STANDARDS" APPLY.

TP-503 (07/07) MODIFIED CAS

[use for the implementation of modified CAS per OD-SCM-360]

NOTE: THIS IS A CAS COVERED SUBCONTRACT. FAR 52.230-3 "DISCLOSURE AND CONSISTENCY IN COST ACCOUNTING PRACTICES" AND FAR 52.230-6 "ADMINISTRATION OF COST ACCOUNTING STANDARDS" APPLY; EXCEPT THAT REFERENCES TO 48 CFR 9904.405 AND 48 CFR 9904.406 DO NOT APPLY TO FOREIGN CONCERNS.

TP-504 (07/07) UK CAS

[use for the implementation of UK CAS per OD-SCM-360]

NOTE: THIS IS A CAS COVERED SUBCONTRACT. FAR 52.230-4 "UK CAS" APPLIES.

TP-505 (07/07) EDUCATIONAL CAS

[use for the implementation of educational CAS per OD-SCM-360]

NOTE: THIS IS A CAS COVERED SUBCONTRACT. FAR 52.230-5 "EDUCATIONAL CAS" AND FAR 52.230-6 "ADMINISTRATION OF COST ACCOUNTING STANDARDS" APPLY.

TP-506 (07/07) COST TYPE SUBCONTRACT PARAMETERS

[use for all Cost Type POs/Subcontracts]

THIS IS A COST TYPE SUBCONTRACT WITH COST AND FEE STRUCTURE AS FOLLOWS:

1. COST:

(A) TOTAL ESTIMATED FEE-BEARING COST	\$ _____	
(B) TOTAL ESTIMATED OVERRUN COST	\$ _____	
(C) TOTAL ESTIMATED UNDEFINITIZED COST	\$ _____	
(D) COST OF MONEY (COM), IF APPLICABLE	\$ _____	
(E) TOTAL ESTIMATED COST [(A) THROUGH (D)]		(NTE) \$ _____

2. FEE:

(F) FIXED FEE	[% OF (A) ____]	\$ _____	
(G) AWARD FEE	[% OF (A) ____]	\$ _____	
(H) INCENTIVE FEE	[% OF (A) ____]	\$ _____	
(I) TOTAL FEE [(F)+(G)+(H)]	[% OF (A) ____]		\$ _____

3. TOTAL

(J) TOTAL ESTIMATED SUBCONTRACT VALUE (NTE) [(E)+(I)] (NTE) \$ _____

CAUTION: NOTWITHSTANDING ANYTHING TO THE CONTRARY SHOWN ABOVE OR ELSEWHERE HEREIN, IN NO EVENT SHALL THE SUM OF ALL FIXED FEE(S) PAYABLE HEREUNDER FOR THIS SUBCONTRACT, AS A WHOLE OR FOR ANY SEPARATELY ACCOUNTABLE SUBDIVISION THEREOF, EXCEED THE STATUTORY FEE LIMITATIONS SET FORTH IN FAR 15.404-4 (C)(4)(I) AND REITERATED BELOW, AS A PERCENTAGE OF THE SUBCONTRACT'S TOTAL ESTIMATED FEE-BEARING COST [SEE (A) ABOVE]:

15% FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK;
6% FOR ARCHITECT-ENGINEER SERVICES WORK; AND
10% FOR OTHER COST PLUS WORK.

4. FUNDING STATUS

THE "PO TOTAL" ON THE FACE OF THE ORDER IS THE CURRENT FUNDING LIMIT/AMOUNT AVAILABLE FOR PAYMENT. IF THIS VALUE EQUALS THE VALUE IN 3(J) ABOVE, THIS SUBCONTRACT IS FULLY FUNDED AND SUBJECT TO FAR 52.232-20 "LIMITATION OF COST". IF NOT, IT IS INCREMENTALLY FUNDED, AND SUBJECT TO FAR 52.232-22 "LIMITAION OF FUNDS".

5. NOTIFICATION

IMMEDIATELY CONTACT THE SUBCONTRACT MANAGER IF ALL BLANKS ABOVE ARE NOT FILLED IN, IF THE PO TOTAL EXCEEDS THE VALUE IN 3(J) ABOVE, AND/OR IF 75% OF THE CURRENT AVAILABLE FUNDS FOR THE SUBCONTRACT AS A WHOLE AND/OR ANY SEPARATELY ACCOUNTABLE SUBDIVISION THEREOF HAVE BEEN EXPENDED OR COMMITTED.
