

TP STATEMENTS LIST (01/15)

[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 Supplier Manager use only. These TP statements include, but are not limited to, those referenced in Supplier Manager'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.]

01/15 Revision

Revised TP-025 to address to address post-government employee regulatory requirements

Revised TP-030 for clarification

Revised TP-039 for clarification

Revised TP-040 for clarification

Deleted TP-041

Revised TP-046 for clarification

Revised TP-048 for clarification

Deleted TP-049

Revised TP051-for clarification

Deleted TP-053

Deleted TP-054

Deleted TP-059

Revised TP-068 for clarification

Deleted TP-069

Revised TP-104 for clarification

Revised TP-105 for clarification

Revised TP-106 for clarification

Deleted TP-202

Revised TP-204 for clarification

Revised TP-205 for clarification

Revised TP-230 for clarification

Revised TP-231 for clarification

Added TP-233 PO Placed in the Aggregate with Another PO

Revised TP-400 for clarification

Revised TP-433 for clarification

Revised TP-439 for clarification of use statement

Revised TP-461 for clarification

Revised TP-463 for clarification

Deleted TP-480 Source Inspection for Reworks

Revised TP-483 for clarification

Revised TP-487 for clarification

Revised TP-502 for clarification

Revised TP-503 for clarification

Revised TP-504 for clarification

Revised TP-505 for clarification

Revised TP-506 for clarification

Added TP-507 Allotted Funds Under a Firm Fixed Price Purchase Order with Incremental Funding

Added TP-600 Request for Equitable Adjustment (REA) Settlement and Release

Added TP-601 No Cost Settlement and Release for use after settlement post Terminations for Convenience

07/14 Revision

Revised TP-039 for clarification  
Revised TP-051 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives Requirements  
Revised TP-461 Performance Based Payments  
Added TP-454 T-Attachment Incorporation on a Purchase Order

05/14 Revision

Revised TP-040 Confirming/Definitizing Letter Subcontract  
Revised TP-048 Furnishing Material and/or Property  
Revised TP-399 Original Purchase Order Issue  
Revised TP-400 Change Notice Clause  
Revised TP-461 Performance Based Payments  
Revised TP-462 Progress Payment Authorization  
Revised TP-507 Allotted Funds Under a Firm Fixed Price Incrementally Funded Purchase Order

01/14 Revision

Edits: clean up TP statements and references, removed second issue date on all TP statements.  
Revised TP-039 for clarification  
Revised TP-046 Drop Shipment of Materials  
Revised TP-047 Ship in Place  
Revised TP-048 Furnishing Material and/or Property  
Revised TP-050 Managing Furnished Material Determined to be in Scrap Condition  
Revised TP-453 TP Statements, And Other Purchase Order Attachments  
Revised TP-461 Performance Based Payments  
Revised TP-502, 503, 504 and 505 to remove "NOTE:"  
Deleted TP-209 Production Parts Liability Dependent Upon Qualification Sample  
Deleted TP-219 Production Go Ahead After Qual Sample/First Article Acceptance  
Deleted TP-323 Capital Equipment Installation Information  
Deleted TP-415 Purchase Agreement Audit Agreement  
Deleted TP-442 Automatic Scheduling Following A Controlling Event

10/13 Revision

Revised TP-461 for clarification

08/13 Revision

Revised TP-453 for clarification  
Deleted TP-449

05/12 Revision

Added TP-039 PRISM Letter Subcontract template  
Added TP-051 to implement DFARS 252.223-7007 requirements  
Revised TP-398 to address conflicting line item information  
Revised TP-453 for clarification

05/11 Revision

Revised TP-105 to eliminate contradictory terms in section 1 and section 4.

02/11 Revisions

Added TP-046 (Drop Shipment of Materials)  
Added TP-047 (Ship in Place)  
Revised TP-048 for clarification  
Added TP-050 (Return of Scrap Material to Raytheon)  
Deleted TP-053 (Special, Emergency, Perishable And/Or GBL Shipments)  
Added TP-068 (Implementing Agreement/Release/Order)  
Revised TP-069 to require dates of standard documents being modified  
Revised TP-102 to require dates of standard documents being modified  
Revised TP-103 to require dates of standard documents being modified  
Revised TP-105 to remove repetitions when used with PRISM PO  
Revised TP-106 for clarification  
Revised TP-410 to conform to new directive requirements  
Revised TP-461 to conform to corporate policy and local command media  
Revised TP-462 for clarification  
Revised TP-502 to conform to revised FAR clauses  
Revised TP-503 to conform to revised FAR clauses  
Revised TP-504 to conform to revised FAR clauses  
Revised TP-505 to conform to revised FAR clauses  
Added TP-507 for fixed price incrementally funded contracts

#### 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 Fill-ins

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).

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TP-025 (01/15) NOTIFICATION OF RAYTHEON RETIREE OR FORMER GOVERNMENT EMPLOYEE  
[use for any purchase order that include the performance of services]

SELLER SHALL NOTIFY BUYER IN WRITING PRIOR TO THE ACCEPTANCE OF THE PURCHASE ORDER IF THE SELLER OR SELLER'S EMPLOYEE(S) DIRECTLY PERFORMING REQUESTED SERVICES IS A RETIRED RAYTHEON EMPLOYEE.

ADDITIONALLY, SELLER SHALL ENSURE THAT EACH EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER WHO IS A FORMER US GOVERNMENT EMPLOYEE AND IS ASSIGNED BY SELLER TO PARTICIPATE IN THE ACTIVITIES UNDER THIS PURCHASE ORDER:

(A) HAS CONFIRMED IN WRITING THAT THEY UNDERSTAND THAT THEY ARE BOUND BY 18 USC § 207, AND WILL PROMPTLY DISCLOSE TO SELLER ANY CONCERNS RELATED TO THEIR INDIVIDUAL COMPLIANCE WITH 18 USC § 207; AND

(B) IS NOT ASSIGNED TO ANY ACTIVITY THAT INVOLVES REPRESENTING RAYTHEON TO THE US GOVERNMENT IN ANY PARTICULAR MATTER IN WHICH HE OR SHE WAS INVOLVED PERSONALLY AND SUBSTANTIALLY AS A GOVERNMENT EMPLOYEE. THIS PROVISION DOES NOT PROHIBIT BEHIND-THE-SCENES ASSISTANCE. THE TERMS "PERSONALLY AND SUBSTANTIALLY" AND "BEHIND-THE-SCENES" AS USED HEREIN HAVE MEANINGS AS DEFINED IN 18 USC § 207.

SELLER AGREES TO PROVIDE PROMPT NOTICE TO RAYTHEON OF ANY CONCERNS IDENTIFIED BY SELLER OR ANY OF SELLER'S EMPLOYEES, AGENTS OR REPRESENTATIVES UNDER THE FOREGOING PROVISION.

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TP-030 (01/15) CLOSURE OF COST/T&M TYPE ORDERS

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

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

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TP-039 (01/15) LETTER SUBCONTRACT

[use when issuing a Letter Subcontract through the PRISM/SAP system, or equivalent.]

THIS LETTER SUBCONTRACT IS ISSUED IN ORDER FOR SELLER TO IMMEDIATELY COMMENCE PERFORMANCE OF WORK AS SPECIFIED BELOW.

BY ACCEPTANCE OF THIS LETTER SUBCONTRACT, SELLER AGREES TO COMMENCE NEGOTIATIONS PROMPTLY AND IN GOOD FAITH WITH BUYER FOR PURPOSES OF EXECUTING A DEFINITIZED PURCHASE ORDER AS SET FORTH BELOW.

1. SCOPE OF WORK

SELLER SHALL COMMENCE IMMEDIATELY DESIGN, DEVELOPMENT, FABRICATION AND PROCUREMENT OF LONG LEAD TIME ITEMS AND SUCH OTHER EFFORT AS IS NECESSARY TO FABRICATE, ASSEMBLE, INSPECT, TEST AND DELIVER THE ITEMS LISTED WITHIN THIS DOCUMENT.

2. LETTER SUBCONTRACT FUNDING LIMITATION

BUYER'S MAXIMUM LIABILITY UNDER THIS LETTER SUBCONTRACT, INCLUDING TERMINATION AS PROVIDED FOR IN PARAGRAPH 4 HEREIN, IS LIMITED TO THE TOTAL VALUE STATED ON THE FRONT PAGE OF THIS DOCUMENT, INCLUDING PROFIT OR FEE, IF ANY ("AUTHORIZED FUNDING"). SELLER SHALL GIVE FIFTEEN (15) DAYS' ADVANCE NOTICE OF THE ANTICIPATED COMMITMENT OR EXPENDITURE OF 85% OF THE AUTHORIZED FUNDING HEREUNDER AND IS NOT AUTHORIZED TO INCUR COSTS IN EXCESS OF THE AUTHORIZED FUNDING WITHOUT EXPRESS WRITTEN DIRECTION FROM BUYER.

3. PERIOD OF LETTER SUBCONTRACT

THE SCHEDULE FOR DEFINITIZING THIS LETTER SUBCONTRACT SHALL BE THE EARLIEST PRACTICABLE DATE BUT NO LATER THAN 180 DAYS AFTER EXECUTION OF THIS LETTER SUBCONTRACT UNLESS: (A) BUYER BY WRITTEN NOTICE TO SELLER EXTENDS THE TIME FOR DEFINITIZATION; OR (B) IT IS TERMINATED IN ACCORDANCE WITH ONE OF THE PROVISIONS SPECIFIED IN PARAGRAPH 4 HEREOF.

4. TERMINATION OF LETTER SUBCONTRACT

THIS LETTER SUBCONTRACT IS SUBJECT TO TERMINATION BY BUYER ON ANY OF THE FOLLOWING BASES:

- EXECUTION OF THE DEFINITIZED SUBCONTRACT BETWEEN BUYER AND SELLER WHICH, IT IS HEREBY AGREED, SHALL SUPERSEDE AND REPLACE THE PROVISIONS OF THIS LETTER SUBCONTRACT;
- BUYER'S ISSUANCE OF A TERMINATION NOTICE, FOR EITHER CONVENIENCE OR DEFAULT; OR
- FAILURE TO DEFINITIZE THIS LETTER SUBCONTRACT WITHIN THE TIME SPECIFIED OR AS EXTENDED BY BUYER.

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TP-040 (01/15) DEFINITIZING LETTER SUBCONTRACT  
[use in all orders when definitizing a letter subcontract]

THIS PURCHASE ORDER VERSION SUPERSEDES & DEFINITIZES BUYER'S LETTER SUBCONTRACT ISSUED ON \_\_\_\_ (insert original LSC date) \_\_\_\_, INCLUDING SUBSEQUENT LETTER SUBCONTRACT VERSION(S) TO DATE.

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TP-046 (01/15) DROP SHIPMENT OF MATERIALS

THE MATERIAL ON THIS PURCHASE ORDER REQUIRES DROP SHIPMENT TO THE COMPANY AND ADDRESS SPECIFIED ON THE FACE OF THIS PURCHASE ORDER, UNLESS OTHERWISE SPECIFIED WITHIN THIS CLAUSE.

SELLER IS REQUIRED TO SUBMIT PACKING SHEET (INCLUDING SOURCE APPROVAL, IF APPLICABLE) AND CERTIFICATIONS, AS REQUIRED BY QNOTES, WITH HARDWARE TO THE RECEIVING COMPANY.

SELLER SHALL FORWARD COPIES OF THE (A) PACKING SHEET (INCLUDING SOURCE APPROVAL, IF APPLICABLE), (B) FREIGHT CARRIER'S NAME AND WAY BILL/TRACKING NUMBERS, AND (C) CERTIFICATIONS AS REQUIRED BY QNOTES

SUBMIT TO: [Orr.paperwork@raytheon.com](mailto:Orr.paperwork@raytheon.com) AND CC: THE BUYER SHOWN ON THE FRONT OF THIS PURCHASE ORDER. ONCE SELLER OBTAINS ACCESS TO SPEEDRAY, ALL SUPPORTING DOCUMENTATION MUST BE PROCESSED THROUGH SPEEDRAY.

**SUBJECT LINE ON EMAIL MUST HAVE: PROGRAM NAME (Tomahawk, EKV, etc), PURCHASE ORDER NUMBER AND PART NUMBER**

THE SUBMITTAL OF THE AFORMENTIONED PAPERWORK IS REQUIRED TO ENSURE RMS RECEIVES THE MATERIAL AGAINST THIS PURCHASE ORDER AND TO FACILITATE PAYMENT TO SELLER.

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TP-047 (01/14) SHIP IN PLACE

THE MATERIAL ON THIS PURCHASE ORDER IS BEING "SHIPPED IN PLACE" PRIOR TO PHYSICAL SHIPMENT OF THE MATERIAL TO RMS.

SUPPLIER MUST IDENTIFY ON THE PACKING SHEET THAT "SHIPMENT WAS SHIPPED IN PLACE, DO NOT DUPLICATE RECEIPT".

SELLER IS REQUIRED TO SUBMIT PACKING SHEET (INCLUDING SOURCE APPROVAL, IF APPLICABLE) AND CERTIFICATIONS, AS REQUIRED BY QNOTES TO THE BUYER SHOWN ON THE FRONT OF THIS PURCHASE ORDER.

**SUBJECT LINE ON EMAIL MUST HAVE: SHIP IN PLACE; PURCHASE ORDER NUMBER AND PART NUMBER**

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TP-048 (01/15) FURNISHING MATERIAL AND/OR PROPERTY

[Use when Raytheon and/or U.S. Government-owned material and/or property (i.e. CFM, GFM, R/R/R, ST, STE, etc.) is to be furnished to the Seller. Supplier Manager to identify furnished material and/or property information IAW bracketed instructions presented below, then delete bracketed instructions prior to issuing award. When furnishing more than one type of item, Supplier Manager copies and populates vertical table accordingly.]

RAYTHEON COMPANY'S PT-001 "PROPERTY IN POSSESSION OF SELLER" IS HEREBY INCORPORATED INTO THIS AWARD.

THE FOLLOWING MATERIAL AND/OR PROPERTY SHALL BE FURNISHED TO THE SELLER FOR USE IN PERFORMANCE OF THIS AWARD:

PART NUMBER/PROPERTY ID NUMBER: [for material, match Material Master; for property, match Property Management identifier]

DESCRIPTION: [for material, match Material Master; for property, match Property Management nomenclature]

SERIAL NUMBER: [if applicable, match IQ03; if not applicable, input "N/A"]

QUANTITY: [per Planning & Production Management or ADSUBCON, as appropriate]

UNIT VALUE: [per PO History]

ATTRITION PERCENT: [per Planning & Production Management]

SENSITIVE, IAW FAR 52.245-1: [potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability.

Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals; input "Yes" or "No"]

OWNER: [If Raytheon-owned, input "Raytheon"; if Government-owned, input "U.S. Government"]

LATEST DATE ITEM(S) TO ARRIVE ON SELLER'S DOCK: [usually 30 calendar days from award issuance]

IF FURNISHED PROPERTY IS TO BE CONSUMED IN THE SELLER'S PERFORMANCE OF WORK, THE SELLER MUST ACCURATELY REPORT FURNISHED ITEMS INVENTORY LEVEL(S), BY PART NUMBER AND DESCRIPTION FOR QUANTITY IN-STOCK, AS WELL AS QUANTITY IN-WORK, AND QUANTITY IN-TRANSIT, TO RAYTHEON, IN REFERENCE TO THIS AWARD UPON RAYTHEON'S REQUEST.

IF THIS AWARD IS FOR REPAIR/REWORK/REPLACEMENT (R/R/R) WORK NOT COVERED BY THE SELLER'S WARRANTY, THE SELLER'S WORK MUST BE PERFORMED TO THE CONFIGURATION IDENTIFIED VIA THE ORIGINAL ACQUIRING AWARD, UNLESS OTHERWISE STATED HEREIN.

IF THIS AWARD IS FOR R/R/R WORK COVERED BY THE SELLER'S WARRANTY, THE SELLER'S WORK MUST BE PERFORMED TO THE CONFIGURATION IDENTIFIED VIA THE ORIGINAL ACQUIRING AWARD.

IF THIS AWARD IS FOR R/R/R, THE SELLER'S SHIPPING DOCUMENTS TO RAYTHEON MUST IDENTIFY RETURNING ITEMS AS "REPAIR", OR "REWORK", OR "REPLACEMENT", AS APPLICABLE. THE SELLER'S SHIPPING DOCUMENTS TO RAYTHEON MUST ALSO IDENTIFY ALL GOVERNMENT-OWNED PROPERTY AS SUCH.



IMMEDIATELY NOTIFY SUPPLIER MANAGER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

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TP-050 (01/14) MANAGING FURNISHED MATERIAL DETERMINED TO BE IN SCRAP CONDITION  
[Use when Raytheon- and/or U.S. Government-owned material (i.e. CAM, CFM, GFM, R/R/R, etc.) is to be furnished to the Seller. Supplier Manager must insert the Planning and Production Management Planner's name in the bracketed space in this clause.]

WRITTEN APPROVAL FROM RAYTHEON IS REQUIRED PRIOR TO SELLER DESIGNATING ANY MATERIAL FURNISHED TO THE SELLER FOR USE/PERFORMANCE OF THIS PURCHASE ORDER TO BE IN SCRAP CONDITION. THIS INCLUDES ANY NON-CONFORMING MATERIAL THAT IS NOT SUITABLE FOR ITS INTENDED PURPOSE AND CANNOT BE ECONOMICALLY REWORKED OR CANNOT BE REPAIRED IN AN ACCEPTABLE MANNER.  
IF RAYTHEON APPROVES APPLYING THE SCRAP DESIGNATION TO SAID MATERIAL, THE SELLER SHALL FOLLOW RAYTHEON INSTRUCTIONS.

IF RAYTHEON INSTRUCTS THE SELLER TO RETURN SAID MATERIAL, RAYTHEON MAY ALSO MODIFY THIS PURCHASE ORDER TO INCLUDE A NEW LINE ITEM FOR ACCOUNTING PURPOSES. THE SELLER'S RETURN SHIPPING DOCUMENTS FOR RETURNED MATERIAL SHALL INCLUDE THE FOLLOWING STATEMENT: "Furnished material determined to be in MS Scrap condition, per OD-QUAL-431. Do not receive in system. Forward directly to Planning & Production Management Planner: [insert cognizant Planning & Production Management Planner's name]."

IF THE PLANNING & PRODUCTION MANAGEMENT PLANNER'S NAME IS LEFT BLANK, IMMEDIATELY NOTIFY THE SUPPLIER MANAGER.

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TP-051 (07/14) SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES REQUIREMENTS  
[use when DFARS 252.223-7007 or its equivalent is flowed to the Seller]

THIS PURCHASE ORDER IS SUBJECT TO SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES (DFARS 252.223-7007 OR ITS EQUIVALENT) REQUIREMENTS. PURSUANT TO THAT CLAUSE, THE REQUIREMENTS OF DOD 5100.76-M APPLY TO THE FOLLOWING ITEMS OF AA&E:

RAYTHEON PART NUMBER \_\_\_\_\_  
RAYTHEON PART NAME \_\_\_\_\_  
NATIONAL STOCK NUMBER \_\_\_\_\_  
SENSITIVITY / CATEGORY \_\_\_\_\_

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

THE SUBSTANCE OF THIS CLAUSE SHALL BE INCLUDED IN ALL PURCHASE ORDERS AT EVERY TIER FOR THE DEVELOPMENT, PRODUCTION, MANUFACTURE OR PURCHASE OF ARMS, AMMUNITION AND EXPLOSIVES (AA&E) OR WHEN AA&E WILL BE PROVIDED AS GOVERNMENT FURNISHED PROPERTY.

NOTIFICATION TO THE COGNIZANT DEFENSE SECURITY SERVICE (DSS) FIELD OFFICE IS REQUIRED WITHIN TEN (10) DAYS AFTER AWARD OF THIS PURCHASE ORDER.

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TP-068 (01/15) INCORPORATING TERMS & CONDITIONS INTO AGREEMENT/RELEASE/ORDER  
[use as applicable, but usually used for releasing off of a separate agreement, such as a long term agreement, enterprise agreement, requirements contract, etc.]

THIS RELEASE or ORDER IS ISSUED/PLACED UNDER & INCORPORATES THE TERMS & CONDITIONS OF AGREEMENT (insert agreement number), DATED (insert agreement date).

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

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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.]

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).

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TP-102 (02/11) MODIFICATION OF MICROPROCUREMENT PURCHASE ORDER TERMS & CONDITIONS  
[use on all purchase orders where there are limited exceptions to Raytheon's standard terms and conditions, approved in accordance with OD-SCM-302/4, to be listed in the PO header text rather than included as an attachment to the PO]

MODIFICATIONS TO RAYTHEON'S STANDARD TERMS AND CONDITIONS OF PURCHASE ARE INCORPORATED INTO THIS PURCHASE ORDER AS FOLLOWS:

TC-001 (INSERT DATE)

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]

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TP-103 (02/11) MODIFICATION OF PO TERMS & CONDITIONS  
[use as applicable, but normally used to incorporate a TCM document or a PO attachment containing the terms and conditions modifications specific to the PO being issued]

EXCEPTIONS DATED (*insert date*), ATTACHMENT (*insert attachment number*), TCM (*insert agreement number*), TERMS AND CONDITIONS MODIFICATIONS ARE INCORPORATED HEREIN. THIS TCM MODIFIES TC-001 (*insert date*) [add TC-002, TC-003, etc., as appropriate, with the dates of those documents].

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TP-104 (10/00) STANDARD OPTION CLAUSE

[use and/or modify appropriately to contractually define and create an option(s)]

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
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[if using quantity points, then include how we are determining price between points]

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

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TP-105 (01/15) BASIC ORDERING AGREEMENT (BOA)

[use when issuing a BOA through the PRISM/SAP system, or equivalent. Stand-alone agreements NOT using PRISM/SAP or equivalent should use the stand-alone BOA template in SMART, which is a more complete version than the below. Remember to fill in the date of the Agreement in section 4 and to complete Schedule "A".]

THIS AGREEMENT, BETWEEN THE PARTIES IDENTIFIED ON THE FACE PAGE, FACILITATES 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.

SECTION 2. COVERED PRODUCTS

"COVERED PRODUCTS" ARE THOSE ITEMS/SERVICES IDENTIFIED AND, IF APPLICABLE, PRICED AS STATED IN SCHEDULE A.

SECTION 3. OBLIGATION

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 BUYER 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 (*insert date*)."

#### SECTION 5. 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 6. TERM AND TERMINATION

THIS AGREEMENT SHALL BEGIN ON \_\_\_\_\_, AND TERMINATE ON \_\_\_\_\_, UNLESS CANCELLED SOONER PURSUANT TO SECTION 3 ABOVE. DESPITE SUCH CANCELLATION, ANY ORDER ISSUED DURING THE TERM SHALL CONTINUE UNDER THE PROVISIONS HEREOF UNTIL PERFORMANCE THEREUNDER IS COMPLETED.

#### SECTION 7. 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 8. 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 9. 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 10. 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.]

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#### TP-106 (01/15) INCORPORATION OF PROPRIETARY INFORMATION AGREEMENT

[use as applicable]

THE PARTIES’ PROPRIETARY INFORMATION AGREEMENT DATED (*insert date*), INCLUDING ANY AMENDMENTS ISSUED TO DATE OF PURCHASE ORDER ISSUANCE, APPLIES TO AND IS HEREBY INCORPORATED INTO THIS PURCHASE ORDER.

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#### TP-204 (01/15) 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”]

THE FOLLOWING BUYER/GOVERNMENT PROPERTY ACCOUNTABLE TO PURCHASE ORDER (*insert PO number*) MAY BE USED HEREUNDER. USE IS RENT FREE ONLY IF SO STATED IN THIS 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]

ACCOUNTABILITY FOR THE FOLLOWING BUYER/GOVERNMENT PROPERTY IS TRANSFERRED FROM PURCHASE ORDER (*insert PO number*) TO THIS PURCHASE ORDER & MAY BE USED HEREUNDER:

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

---

TP-212 (10/00) TOOL DESIGN/PHOTOGRAPHS ON OUTSIDE RECEIVING REPORT

[use where Seller is acquiring or fabricating ST/STE for Buyer]

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" SCALE) WITH THE TOOL.

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TP-230 (02/08) FIRM-FIXED PRICE PURCHASE ORDER PLACED IN THE AGGREGATE WITH A SEPARATE PURCHASE ORDER FOR ST/STE

[use in all Letter Subcontracts and FFP POs that use a separate PO for ST/STE; use in conjunction with TP-231 for the separate PO for ST/STE]

THIS PURCHASE ORDER (PO) 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

[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]

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]

THIS PURCHASE ORDER CONTAINS ST/STE.

---

TP-233 (01/15) PURCHASE ORDER (PO) IS PLACED IN THE AGGREGATE WITH ANOTHER/OTHER PO(s)

[use in all Letter Subcontracts and POs that are placed in the aggregate with another or other PO(s)]

THIS PO # (*insert PO number*) IS PLACED IN THE AGGREGATE WITH PO # (*insert # of PO or POs*).

---

TP-314 (12/05) INTER-ORGANIZATIONAL TRANSFERS (IOTs)

[use on all IOTs]

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".

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TP-398 (02/12) INCONSISTENT LINE ITEM QUANTITIES/DPAS RATINGS

[use as applicable]

IN THE EVENT THE "ITEM TEXT" FIELD CONTAINS CONTRACT NUMBERS AND DPAS RATINGS, THIS INFORMATION WILL SUPERSEDE THE CONTRACT NUMBERS AND DPAS RATINGS CONTAINED IN THE "LINE ITEM" FIELD.

---

TP-399 (05/14) ORIGINAL ISSUE OF PURCHASE ORDER OR LETTER SUBCONTRACT

[use on release of original purchase order or letter subcontract 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"]

VERSION \_\_\_\_\_ IS THE ORIGINAL ISSUE OF THIS PURCHASE ORDER OR LETTER SUBCONTRACT.

---

TP-400 (01/15) CHANGE NOTICE CLAUSE

[use for every change order issued]

THE FOLLOWING CHANGES APPLY TO THIS PURCHASE ORDER:

[list change(s)]

EXCEPT FOR THE CHANGES DESCRIBED ABOVE, ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED.

---

TP-410 (02/11) PART NUMBER SUFFIX CODE

ALL DOCUMENTATION SHALL INCLUDE THE SUFFIX OF THE PART NUMBER CALLED OUT ON THE PO ("MATERIAL NO:" FIELD). ACTUAL PART MARKINGS SHALL BE IN ACCORDANCE WITH THE TOP LEVEL DRAWING.

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TP-433 (01/15) SUBCONTRACT MANAGEMENT  
[use as directed]

BUYER IS REQUIRED BY PRIME CONTRACT TO DESIGNATE CERTAIN PURCHASE ORDERS (POs) 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; and/or
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.

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TP-439 (01/15) DELIVERY DATE  
[Hard-coded to print in every Purchase Order]r]

FOR U.S. SUPPLIERS, THE DELIVERY DATE LISTED ON THE PURCHASE ORDER IS THE DATE THE SHIPMENT MUST ARRIVE ON THE RAYTHEON DOCK.

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TP-440 (12/05) SCHEDULE INCENTIVE  
[use where premium/expedite costs are negotiated]

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).

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TP-450 (01/02) DD FORM 254  
[use in solicitations and/or awards where Seller will require access to classified]

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.

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TP-453 (01/14) TP STATEMENTS, AND OTHER PURCHASE ORDER ATTACHMENTS



UNLESS OTHERWISE STATED, THIS PURCHASE ORDER INCLUDES THE LATEST ISSUE OF T-RMS. HOWEVER, FOR MODIFICATIONS OR CHANGES TO EXISTING PURCHASE ORDERS, THE TERMS & CONDITIONS, INCLUDING ATTACHMENTS, SUCH AS T-RMS, TP-STATEMENTS, Q-NOTES, ETC., CONTAINED IN THE ORIGINAL PURCHASE ORDER REMAIN UNCHANGED.

TP STATEMENTS (e.g. TP-502, etc.) ARE BUYER CLAUSES WHICH ARE PRINTED IN FULL TEXT ON THIS PURCHASE ORDER. HOWEVER, FOR ANY TP-STATEMENT NOT PRINTED IN FULL OR OTHERWISE UNREADABLE FOR ANY REASON, THE OFFICIAL TEXT IS THAT FOUND IN THE "TP STATEMENTS LIST" DOCUMENT ON THE WEB SITE IDENTIFIED BELOW. STATEMENTS WITH NO DATE OR DATES EARLIER THAN THOSE ON THE CURRENT TP "LIST" CAN BE FOUND ON PREVIOUS "LISTS" UNDER ARCHIVES.

FOR ANY OTHER CLAUSES, OR THOSE CLAUSES INCORPORATED BY REFERENCE, SUCH AS Q-NOTES, ENGINEERING, OR PURCHASE ORDER ATTACHMENTS, 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, SELLER CAN OBTAIN HARD COPIES FROM BUYER.

ALL CLAUSES REFERENCED HEREIN ARE PRESUMED TO BE IN SELLER'S POSSESSION.

<https://tandc.rms.raytheon.com/>

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TP-454 (07/14) [FOR USE ON PURCHASE ORDERS OR RFPs REQUIRING A T-ATTACHMENT TO INCORPORATE UNIQUE PRIME CONTRACT REQUIREMENTS. BUYER MAY DELETE RFP or PURCHASE ORDER AS APPLICABLE.] THIS RFP OR PURCHASE ORDER INCORPORATES T-ATTACHMENT, (*INSERT NAME OF T-ATTACHMENT HERE*), BY REFERENCE. THIS T-ATTACHMENT CONTAINS ADDITIONAL CLAUSES AND REQUIREMENTS FOR PERFORMANCE OF THIS PURCHASE ORDER. T-ATTACHMENTS ARE ACCESSIBLE ON THE INTERNET WEBSITE AT THE FOLLOWING URL ADDRESS:

<https://tandc.rms.raytheon.com/>

NOTE: URL ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE, AND IF NEEDED, SELLER CAN OBTAIN HARD COPIES OF T-ATTACHMENT FROM BUYER.

ALL ATTACHMENTS AND REQUIREMENTS REFERENCED HEREIN ARE PRESUMED TO BE IN SELLER'S POSSESSION.

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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.

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TP-461 (01/15) PERFORMANCE BASED PAYMENTS  
[use on all purchase orders that have performance based payments]

PERFORMANCE BASED PAYMENTS ARE HEREBY AUTHORIZED TO BE LIQUIDATED AT THE RATE OF *(insert liquidation rate)* %.

Event Number	Performance Event Description	Severable/ Cumulative and events #s completion is dependent on	Verification of Completion	Payment Amount	Anticipated Date of Completion
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IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN. INVOICES FOR PBP EVENTS ARE ONLY ACCEPTED ONCE PER MONTH AND EACH INVOICE MUST BE ACCOMPANIED BY A COMPLETED FN-004 CERTIFICATION TO RECEIVE PAYMENT.

FAR 52.232-32, PERFORMANCE BASED PAYMENTS, IS HEREBY INCORPORATED BY REFERENCE.

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TP-462 (05/14) PROGRESS PAYMENT AUTHORIZATION  
[used by Buyer to authorize progress payments to a supplier]

PROGRESS PAYMENTS ARE HEREBY AUTHORIZED PER FAR 52.232-16 "PROGRESS PAYMENTS" AT THE RATE OF \_\_\_\_\_%.

Invoice Approver: \_\_\_\_\_

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

FAR 52.232-16, PROGRESS PAYMENTS, IS HEREBY INCORPORATED BY REFERENCE.

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TP-463 (01/15) EARLY DELIVERY AUTHORIZATION  
[use when early delivery is permitted; input "TP-463" in RQN field for each line item where applicable]

BUYER'S RESTRICTION ON EARLY DELIVERY IS WAIVED FOR LINE ITEMS THAT INCLUDE "TP-463" WITHIN THE RAYTHEON QNOTE FIELD. SELLER SHALL SHIP "TP-463" LINE ITEM DELIVERABLES AS SOON AS POSSIBLE.

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TP-483 (01/15) MAKE-OR-BUY COMPETITION

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

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 INTERESTS OF BUYER & BUYER'S CUSTOMER.

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TP-487 (01/15) TINA COMPLIANCE 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.]

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.

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

[use as required]

GROUP B/C TESTING IS NOT REQUIRED FOR THIS PURCHASE ORDER.

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TP-502 (01/15) COST ACCOUNTING STANDARDS

[use for the implementation of full CAS as per Seller's completed CR-001]

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

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TP-503 (01/15) DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES

[use for the implementation of modified CAS as per Seller's completed CR-001]

THIS IS A CAS COVERED SUBCONTRACT/PURCHASE ORDER. 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.

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TP-504 (01/15) DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES--FOREIGN CONCERNS

[use for the implementation of accounting standards for foreign concerns as per Seller's completed CR-001]

THIS IS A CAS COVERED SUBCONTRACT/PURCHASE ORDER. FAR 52.230-4 "DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES--FOREIGN CONCERNS" APPLIES.

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TP-505 (01/15) COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION

[use for the implementation of educational CAS as per Seller's completed CR-001]

THIS IS A CAS COVERED SUBCONTRACT/PURCHASE ORDER. FAR 52.230-5 "COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION" AND FAR 52.230-6 "ADMINISTRATION OF COST ACCOUNTING STANDARDS" APPLY.

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TP-506 (01/15) COST TYPE PURCHASE ORDER (PO) PARAMETERS  
[use for all Cost Type POs]

THIS IS A COST TYPE POWITH 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 POVALUE (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 PO, 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 POTOTAL 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 PO 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 "LIMITATION 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 PO AS A WHOLE AND/OR ANY SEPARATELY ACCOUNTABLE SUBDIVISION THEREOF HAVE BEEN EXPENDED OR COMMITTED.

---

TP-507 (01/15) ALLOTTED FUNDS UNDER A FIRM FIXED PRICE PURCHASE ORDER WITH INCREMENTAL FUNDING

[use when issuing a firm fixed-price incrementally funded PO]

THIS IS A FIRM FIXED PRICE INCREMENTALLY FUNDED PURCHASE ORDER. THE "PO TOTAL" ON THE FACE OF THIS PURCHASE ORDER IS THE CURRENT ALLOTTED FUNDING LIMIT AVAILABLE FOR PAYMENT. AT NO TIME SHALL BUYER'S OBLIGATIONS UNDER THIS PURCHASE ORDER EXCEED THE ALLOTTED FUNDING. IMMEDIATELY NOTIFY THE SUBCONTRACT MANAGER IF 75% OF THE CURRENT ALLOTTED FUNDS FOR THE PURCHASE ORDER HAVE BEEN EXPENDED OR COMMITTED.

THE TOTAL FORECASTED/ESTIMATED PURCHASE ORDER VALUE (NTE) IS: \_\_\_\_\_. FN-001 IS HEREBY INCORPORATED INTO THIS PURCHASE ORDER.

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TP-600 (01/15) REQUEST FOR EQUITABLE ADJUSTMENT (REA) SETTLEMENT AND RELEASE

[use when issuing a PO or change order for payment in response to a REA]

BUYER AND SELLER MUTUALLY AGREE THAT THIS SETTLEMENT CONSTITUTES PAYMENT IN FULL OF ANY AND ALL AMOUNTS DUE SELLER PURSUANT TO THE REA SUBMITTED BY SELLER ON (INSERT DATE HERE), IN CONNECTION WITH THE PERFORMANCE OF THIS PURCHASE ORDER (PO), AND INCLUDES ANY AND ALL AGREED-UPON CHANGES TO DATE OF THIS PO.

FULL AND FINAL RELEASE.

ACCORDINGLY, SELLER, FOR ITSELF AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SUBSIDIARIES AND PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES BUYER AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SUBSIDIARIES AND PARENT COMPANIES, AFFILIATES, DIVISIONS, REINSURERS, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS, LIEN RIGHTS, ACTIONS, CAUSES OF ACTION, SUITS, DEMANDS, LOSSES, DAMAGES (BOTH ACTUAL AND PUNITIVE), AWARDS, JUDGMENTS, INTEREST, ATTORNEY'S FEES, COSTS, EXPENSES, OR LIABILITIES OF WHATSOEVER KIND OR NATURE, KNOWN OR UNKNOWN, WHICH NOW EXIST OR WHICH MAY HEREAFTER ACCRUE, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SELLER'S REA DATED, (INSERT DATE HERE).

SELLER EXPRESSLY WAIVES ANY RIGHTS, BENEFITS AND PRIVILEGES IT MAY HAVE UNDER CONTROLLING LOCAL LAW AS A CREDITOR WHERE A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN ITS FAVOR AT THE TIME IT ACCEPTS THIS CHANGE ORDER.

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TP-601 (01/15) NO COST SETTLEMENT AND RELEASE

[use when issuing a change order for a no cost termination for convenience]

THE PARTIES MUTUALLY AGREE THAT THE SETTLEMENT SET FORTH IN THIS PURCHASE ORDER IS A NO-COST CHANGE TO THIS PURCHASE ORDER.

FULL AND FINAL RELEASE.

ACCORDINGLY, SELLER, FOR ITSELF AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SUBSIDIARIES AND PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES BUYER AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SUBSIDIARIES AND PARENT COMPANIES, AFFILIATES, DIVISIONS, REINSURERS, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS, LIEN RIGHTS, ACTIONS, CAUSES OF ACTION, SUITS, DEMANDS, LOSSES, DAMAGES (BOTH ACTUAL AND PUNITIVE), AWARDS, JUDGMENTS, INTEREST, ATTORNEY'S FEES, COSTS, EXPENSES, OR LIABILITIES OF WHATSOEVER KIND OR NATURE, KNOWN OR UNKNOWN, WHICH NOW EXIST OR WHICH MAY HEREAFTER ACCRUE, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SELLER'S PERFORMANCE OF THIS PURCHASE ORDER.

SELLER EXPRESSLY WAIVES ANY RIGHTS, BENEFITS AND PRIVILEGES IT MAY HAVE UNDER CONTROLLING LOCAL LAW AS A CREDITOR WHERE A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN ITS FAVOR AT THE TIME IT ACCEPT THIS CHANGE ORDER.