

# GENERAL DYNAMICS LAND SYSTEMS

38500 MOUND ROAD, STERLING HEIGHTS, MICHIGAN 48310  
GENERAL DYNAMICS LAND SYSTEMS INC.

## PURCHASE ORDER TERMS AND CONDITIONS – U.S. CONTRACT LABOR

January 1, 2015 –December 31, 2017

### 1. CONTRACT FOR SERVICES

This is a basic ordering agreement ("Agreement") for services ("Services") between General Dynamics Land Systems Inc. ("GDLS" or "Purchaser") and the Supplier named on the purchase order. Purchaser and Supplier may be individually referred to as "Party" or collectively as "Parties". Any individual persons named herein or otherwise assigned by Supplier to perform services (individually, "Supplier employee," and collectively, "Supplier personnel") shall be deemed employees or agents of Supplier and not employees or agents of Purchaser, Supplier will also provide all employment-law related disclosures and maintain all payroll records for the Supplier employees in accordance with the requirements of applicable law. Supplier will also be responsible for exercising control over the employees it assigns to Purchaser, and will pay the wages and benefits to those employees. As described herein, Supplier will also withhold, remit and report payroll taxes and workers' compensation for the employees and obtain and administer the employees' I-9 documentation and verification of employment eligibility. As used herein, the term "Agreement" shall include these Purchase Order Terms and Conditions, all attachments hereto, and all purchase orders and releases issued hereunder.

### 2. BUSINESS ETHICS AND CONDUCT

- (A) Supplier hereby agrees that any individual persons named within Purchaser's Applicant Tracking System or otherwise assigned by Supplier to perform services for Purchaser, shall adhere to the General Dynamics corporate policy on business ethics and conduct, as published in the "**General Dynamics Standards of Business Ethics and Conduct**" also known as the "**Blue Book**". The Blue Book will be provided to Supplier by Purchaser and provides detail on areas such as Business Ethics Principles, Business Ethics Model, Conducting Business, Working with the Government, Working with Others, and Protecting GDLS Resources. The Book also identifies the many resources available for any action requiring General Dynamic's attention. Supplier agrees that each individual assigned by Supplier, although not an employee or agent of Purchaser, shall conduct himself/herself in a manner consistent with this publication.
- (B) Such personnel shall particularly adhere to all relevant U.S. laws and regulations regarding post-Government employment and lobbying activities.

### 3. ASSIGNMENT OF PERSONNEL

- (A) Supplier's personnel shall be assigned to Purchaser only by releases/approvals attached to a specific job requisition within the Purchaser's Applicant Tracking System.
- (B) Assignment information that can be found in the Purchaser's Applicant Tracking System includes:
  - a. Name of the assigned individual
  - b. Starting date
  - d. Requisition Number
  - e. Bill Rates
  - f. Department Number
  - g. Assigned Location
  - h. Human Resources Point of Contact and contact information
- (C) This Agreement shall not be construed as obligating Purchaser to issue releases for assignment of Supplier personnel.

#### **4. TIME CARDS**

Supplier personnel assigned to Purchaser shall submit standard Purchaser time cards to the immediate GDLS supervisor for approval at such frequency as Purchaser may reasonably require. For Supplier personnel that use the Smart Time System for time tracking purposes, Purchaser will provide only as a courtesy the Valid Labor Report to Supplier. Supplier is responsible for obtaining an approved time card from its personnel for time tracking purposes.

#### **5. MILITARY SECURITY**

Certain Supplier personnel assigned/retained to Purchaser may need to possess or obtain a secret security clearance. Such personnel shall comply with the provisions of the clause entitled "Security Requirements," found at FAR 52.204-2 (August 1996). Failure to obtain a necessary clearance shall be cause for denial of assignment or immediate removal from assignment at no cost to Purchaser.

#### **6. COMPENSATION AND PAYMENT**

- (A) No Supplier employee is to commence work without a prior, approved purchase order for each such person sent to Supplier's company by GDLS. If any of Supplier's contract labor personnel commences work without an individual purchase order, the work shall be performed at Supplier's risk; and any Invoice(s) submitted for payment for Supplier employee's work without an individual purchase order will be rejected by GDLS. No one at GDLS has authority to authorize work except GDLS Supply Chain Management personnel via a purchase order.
- (B) Supplier shall not discuss purchase order rate information with any individual who is outside GDLS' Supply Chain Management or Human Resources. Supplier shall not provide any copy of the purchase order or documentation to any individual outside GDLS' Supply Chain Management (SCM) or Human Resources. Only SCM and Human Resources personnel are authorized to discuss and negotiate rates on behalf of GDLS. As a service provider to GDLS, Supplier's strict adherence to GDLS' policy is expected. All questions are to be directed to Purchaser's Supply Chain Management (SCM) Buyer listed on your purchase order.
- (C) Supplier shall be paid on the basis of Supplier personnel's hours worked at the rates agreed to between Purchaser and Supplier, taking into account local labor market conditions, individuals' level of experience and nature of tasks to be performed ("Supplier Hourly Rate" or "Bill Rate") as approved in Purchaser's Applicant Tracking System.
- (D) The applicability of straight time, overtime and double-time shall be based upon federal and any applicable State laws as determined by the work location for Supplier personnel. Overtime Bill Rate shall not exceed 1.3 times the approved Standard Bill Rate. Double-time Bill Rate shall not exceed 1.7 times the approved Standard Bill Rate.
- (E) In the event that Purchaser identifies one or more individuals that it would like Supplier to utilize in rendering the Services as a Supplier employee, if the Supplier does indeed hire these individuals to perform Services under this agreement, the Supplier shall be paid a standard 1.2 markup (20%) on all Services ("Payrollee Rate") where Purchaser has identified selected candidate. Such mark up excludes any transfer of Supplier's personnel to a new Supplier due to any termination of this agreement or to affect the transfer of assigned Supplier personnel for employment with GDLS or an alternate GDLS Supplier.
- (F) Supplier shall be obligated to ensure compliance with all state, federal and other applicable laws in which Services are rendered, and the laws of any other locations Supplier personnel may be subject to that would apply to this Agreement, including all labor, employment, wage and hour, social welfare, tax, unemployment and pension laws.
- (G) The agreed upon Bill Rates and Payrollee Rate shall address Supplier's obligation to pay and be inclusive of (a) any and all applicable employment taxes and withholdings, including FICA, SUTA, FUTA, state and local taxes and disability; (b) all required insurance including, but not limited to, workers' compensation insurance, liability insurance and Defense Base & Act ("DBA") insurance; and (c) any other obligations or statutory requirements of any nature, whether mandated by federal, state, local or municipal law or regulation arising from the provision of Services under this Agreement. Except as otherwise expressly set out in this Agreement, all fees and expenses shall be paid by Supplier and there shall be no additional or other fees to be paid by Purchaser for Supplier's performance of the Services under this Agreement.
- (H) Once each month (or at more frequent intervals, if approved by Purchaser), Supplier may submit invoices for

services rendered. The Supplier invoice must include the Purchase Order number, agreed-to Bill Rate and Overtime rate and Double-time rate when applicable, or Payrollee Rates, documentation of the number of hours of Services rendered, the identity of each individual performing said Services and Supplier Personnel's GDLS Badge Number. In addition, any pre-approved travel being invoiced must be submitted via the current GDLS expense reporting system. Travel not submitted via the current GDLS expense reporting system will not be reimbursed. All Supplier invoices shall be supported by copies of daily time slips and by such other supporting documents as Purchaser may reasonably require, including documentation of GDLS pre-approval for travel.

- (I) Supplier shall submit all timecard or payment discrepancies within 60 calendar days of the final day of the month in which Services were rendered or in which reimbursable expenses were incurred. Purchaser shall not pay any timecard or payment discrepancies submitted by Supplier beyond the deadlines as specified in the preceding sentence. An exception to the foregoing 60-day deadline, Supplier shall submit all timecard or payment discrepancies for Services rendered from December 1<sup>st</sup> through December 31<sup>st</sup> by March 31<sup>st</sup> (90 days from December 31<sup>st</sup>) of the following year in which Services were rendered ("Year-End Date"). Timecard or payment discrepancies submitted after the Closed-Out Period will be not be processed or paid by GDLS. Failure of Supplier to submit timecard and payment discrepancies as required by these terms and conditions shall result in Supplier waiving its rights to payment and Supplier shall indemnify and hold harmless GDLS for any claim resulting, directly or indirectly, therefrom.
- (J) Some work at Purchaser's site is performed on an alternative work schedule ("9/80"), for which Purchaser defines its work week for the purpose of calculating overtime to be from 12:00 p.m. (noon) on Friday to 11:59 a.m. of the following Friday. If Supplier does not follow the "12:00 p.m. (noon) on Friday to 11:59 a.m. of the following Friday" work week definition for purposes of calculating overtime, then Supplier, not Purchaser, will pay and be liable for any overtime that Supplier's employee may be entitled to receive outside of the "12:00 p.m. (noon) on Friday to 11:59 a.m. of the following Friday" work week, should they be assigned to work on a 9/80 schedule.
- (K) Supplier shall send written notice to Supplier's SCM representative immediately, but in no event later than five (5) business days of each contract labor person's assignment completion/termination at each site.

## **7. DISCLOSURE OF INFORMATION**

All information disclosed or accessed by Supplier personnel shall be kept confidential including, but not limited to, information which may be obtained from Purchaser regarding inventions, trade secrets, designs, methods, systems improvements, and other private matters which may be disclosed to Supplier or its personnel. Such information shall not be communicated to anyone without prior written approval from Purchaser. Supplier shall make reasonable efforts to prevent unauthorized access or disclosure of Purchaser information and Supplier shall not permit Supplier personnel to use Purchaser information for any reason other than the performance of the services for Purchaser.

From time to time the Purchaser may permit access to or furnish Supplier or Supplier's personnel with U.S. technical data, defense articles or defense services as defined by the International Traffic in Arms Regulations, 22 CFR 120 et seq. Supplier and Supplier's personnel agrees not to provide access to, disclose, or otherwise transfer U.S. technical data or defense articles, or furnish defense services to any third party or to any natural persons who are not citizens or permanent residents of the United States.

In the event that Purchaser and Supplier have executed a proprietary data or information agreement with each other, whichever nondisclosure provisions in either this Paragraph 7 or the executed proprietary data or information agreement are more restrictive, shall govern the parties' engagement.

## **8. INVENTIONS AND COPYRIGHT**

Supplier shall make written disclosure promptly to Purchaser of all inventions which are conceived or first reduced to practice in the performance of the work called for or required by this Agreement and shall sign and execute all papers necessary for conveying to Purchaser all rights in and to such inventions. Further, Purchaser shall be the owner of any and all notes, reports, memoranda and the like which are made by Supplier's personnel in the course of the work called for or required by this Agreement and they will not be copyrighted by Supplier or its personnel. Supplier shall obtain from its employees and agents engaged in work hereunder all the rights required to be conveyed to Purchaser pursuant to this clause.

Purchaser hereby perpetually owns, and Supplier hereby irrevocably and perpetually assigns and shall cause Supplier

personnel and Supplier's agents to assign, transfer, and convey perpetually to Purchaser, all worldwide rights, title and interest in (a) any and all concepts, inventions, suggestions, creative ideas, reports, plans, information, data, drawings, blueprints, computer software design, computer source or object code, renditions, mock-ups, prototypes, materials, documents or other work relating to work performed by Supplier personnel, or relating to or suggested by matters disclosed to such Supplier personnel in connection with work to be performed whether made or conceived by such Supplier personnel, solely or jointly with others, during the term of his/her assignment to Purchaser ("Work Product"), as well as any modifications, enhancements or derivatives thereof and (b) any Purchaser intellectual property that Supplier or Supplier personnel has access to under this Agreement, as well as any modifications, enhancements or derivatives thereof (together with the Work Product, the "Purchaser IP"). Supplier further acknowledges and agrees that all such Purchaser IP that is protectable by copyright is and at all times shall be considered to be a "work made for hire" as that term is defined in the United States Copyright Act (and if not deemed a work made for hire, then transferred pursuant to this Section). Supplier agrees to, and shall cause Supplier personnel and Supplier's agents to, execute any documents or take any other actions as may reasonably be necessary, or as Purchaser may reasonably request, at Purchaser's expense, to perfect Purchaser's perpetual ownership of the Purchaser IP. Any intellectual property rights retained by or assigned to Purchaser pursuant to this Section shall be freely transferable and assignable by Purchaser. Supplier hereby waives any and all of its moral rights that Supplier may have in any Purchaser IP, and any and all of its rights that Supplier may have in certain resale proceeds of certain of any Purchaser IP that may be deemed to be literary works. If Purchaser is unable because of Supplier's unavailability, refusal, or dissolution for any other reason to secure a signature by or on behalf of Supplier to apply for or to pursue any application, registration, filing or other instrument for intellectual property rights covering the Purchaser IP, then Supplier hereby irrevocably designates and appoints Purchaser and its duly authorized officers and agents as Supplier's agent and attorney in fact, to act for and on Supplier's behalf and stead to execute and file any such application, registration, filing or other instrument, and to do all other lawfully permitted acts to further the prosecution and issuance of such intellectual property rights, with the same legal force and effect as if executed by Supplier. Neither Supplier nor Supplier personnel shall at any time, in any manner, during or after the term of this Agreement, under any circumstances, be entitled to or claim any right, title or interest herein or any commission, fee or other direct or indirect benefit from Purchaser or its subsidiaries and affiliates, in respect of the Purchaser IP.

## **9. INSURANCE**

Supplier shall provide insurance coverage for personnel working at the Purchaser's assigned location(s) during performance hereunder in accordance with all applicable legal requirements and the clause set forth in the attached Insurance Rider (Attachment A), including applicable workers compensation insurance, unemployment insurance, and any required social welfare insurance, and furnish certificates of insurance reflecting compliance therewith.

Supplier shall also provide group health plan insurance for personnel working at the Purchaser's assigned location. The group health plan coverage offered by Supplier will comply with the Affordable Care Act and meet the definition of "minimum essential coverage" as defined in 26 U.S.C § 5000A. The parties intend that Supplier and not Purchaser be deemed the "common law employer" (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of the personnel placed at the Purchaser's assigned location(s) by Supplier, and such employees shall be deemed the common law employees of Supplier and not Purchaser. Despite the forgoing, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by Supplier is treated as an offer of coverage by Purchaser for all purposes of Code § 4980H, provided that certain criteria are satisfied. Purchaser therefore agrees to pay Supplier an additional fee in the amount of 0.25 per hour for each employee placed with Purchaser by Supplier during the period in which that employee is enrolled in group health plan coverage offered by Supplier that complies with the Affordable Care Act.

## **10. TERMINATION**

- (A) Purchaser may, at its option, direct Supplier to remove any Supplier employee from an assignment to perform services under this Agreement.
- (B) Purchaser may terminate this Agreement and Purchase Order for its convenience, in whole or from time to time in part, by delivering to Supplier written notice of such termination. Purchaser's obligation in such event shall be limited to pay Supplier for services rendered up to and including the date of termination.

- (C) Further, Purchaser may, by giving notice to Supplier, terminate this Agreement or any or all assignments, in whole or in part, as of a date specified in a notice of termination if: (i) Supplier breaches in any material respect any of its obligations under this Agreement, which breach is not cured within 10 days after notice of breach from Purchaser to Supplier; ii) Supplier breaches in any material respect any of its obligations under this Agreement, which breach is not capable of being cured within 10 days; or (iii) Supplier commits numerous or repeated breaches of its duties or obligations under this Agreement, even if cured. Purchaser may, in such instances, seek all possible remedies, legal and equitable, available for breach damages.

## **11. TAXES**

Supplier shall be solely responsible for, and hereby agrees to pay, its employees in accordance with all requirements imposed by the applicable tax laws, government-required pension and social welfare laws, unemployment insurance laws, and any other legally required employee payment and/or withholding statute, regulation, or government ruling. Supplier represents and acknowledges that Purchaser does not accept liability for Supplier's compliance with these requirements and that Purchaser shall not make any applicable payments, deductions, or withholdings pursuant to these laws for Supplier and/or its employees.

## **12. FACILITIES**

Purchaser will furnish Supplier personnel office space and such other facilities and supporting services as necessary for performance of a given Purchase Order. Supplier shall not be required to furnish nor shall Supplier be reimbursed for materials such as stationery, supplies, or outside services of any kind.

## **13. TRAVEL**

- (A) In the event Purchaser requires Supplier personnel to travel to a location other than the Supplier employee's normal work location in performance of work hereunder, Supplier will be solely responsible for paying any and all related travel expenses. However, so long as Supplier employees' travel is pre-approved by Purchaser, Supplier may obtain reimbursement from Purchaser for those expenses that comply with Purchaser's standard practices. Such practices include proper submission of expenses in Purchaser's expense reporting system. Travel expenses not properly submitted in Purchaser's current expense reporting system will not be reimbursable under this Agreement. In no event will Purchaser pay travel expense reimbursements directly to Supplier's employees.
- (B) Purchaser will not pay Supplier any indirect costs or markups on travel expenses.
- (C) Unless otherwise (i) agreed-to by an authorized representative of Purchaser and Supplier in writing as part of a particular assignment or (ii) required by law, in no event shall travel time to and from a work location, or between work locations, be considered a billable Service under this Agreement. Supplier shall use its best efforts to use local resources that do not require air travel or lodging to perform the Services.

## **14. OTHER TERMS AND CONDITIONS**

- (A) Supplier shall comply with all applicable laws and regulations, including but not limited to, U.S. Foreign Corrupt Practices Act, as well as, with directives issued by the United States Secretary of Labor and with executive directives/orders of the federal government pertaining to fair labor standards, wages and hours, equal opportunity, affirmative action, and persons with disabilities. In addition, Supplier shall maintain all licenses, permits, and registrations required by law for the performance of the Services to be rendered hereunder.
- (B) Supplier personnel shall ensure that its' employees comply with all rules and regulations published by Purchaser regarding ethics, procurement integrity, security and security badges, safety, personal conduct, Purchaser property, business hours and such other matters as normally pertain to the operation of Purchaser's business.
- (C) Hiring of current (and former United States or Foreign Government employees - Supplier shall comply with all rules and regulations regarding the hiring of current and former United States and Foreign Government employees for consideration of assignment to Purchaser. Supplier shall have all Supplier candidates being considered for assignment to GDLS complete a 'Conflict of Interest Questionnaire' (Attachment B) indicating the nature and duration of any U.S. or Foreign Government employment. The Conflict of Interest Questionnaire shall be provided to Supplier by GDLS. Completion of this questionnaire must be documented in the GDLS Applicant Tracking

System with the submission of the Supplier candidate for consideration of GDLS assignment. Supplier's personnel shall review all Conflict of Interest Questionnaires completed by potential candidates for assignment to GDLS and shall make GDLS Human Resource personnel aware of any potential conflicts of interest revealed by Questionnaire answers.

- (D) If this Agreement is pursuant to a prime contract with the Federal Government that is principally for services, the Supplier will be subject to the requirements of the Service Contract Labor Standards, also known as the Service Contract Act (the "Act" or "SCA"). This Act outlines the minimum monetary wages and fringe benefits that must be paid to employees according to the applicable United States Department of Labor ("DoL") Wage Determination(s) ("WD"). In the event that a wage determination is not included as an attachment to this Agreement, it is Supplier's responsibility to request a copy of the wage determination from Purchaser. The failure to include any wage determination as an attachment or to incorporate any clauses related to compliance with the SCA, or Supplier's failure to request a copy of the wage determination shall not excuse Supplier from its obligations under the SCA or operate as a defense to the Supplier's indemnity obligations in the event it fails to comply with the Act's requirements. Revised wage determinations only become applicable to this Agreement after the occurrence of both of the following events: (1) the revised wage determination has been incorporated in Purchaser's contract; and (2) Purchaser incorporates the revised wage determination into this Agreement. Supplier is cautioned that there are severe financial penalties imposed by the DoL for any non-adherence to the Service Contract Act.

By executing this Agreement, Supplier certifies that it will adhere to all requirements set forth in the FAR 52.222-41 clause incorporated into this Agreement, including all incorporated SCA implementing regulations including but not limited to:

- (i) Paying all SCA- covered personnel at wage rates equal to or higher than the relevant rates specified in the applicable wage determination(s) incorporated into this Agreement as attached;
- (ii) Providing the fringe benefits at equal to or higher than those wage rates specified in the applicable wage determination(s) incorporated into this Agreement as attached.

(E) Employment Eligibility Verification (I-9 and E-Verify)

- (i) Supplier will obtain and retain an Employment Eligibility Verification (Form I-9) from the U.S. Citizenship and Immigration Services (USCIS) for each assigned Supplier employee. Supplier agrees that Supplier's personnel will be U.S. Persons as defined in the International Traffic in Arms (ITAR) regulations and Supplier shall document that each of its employees hired for a U.S. assignment to Purchaser, have furnished evidence of their eligibility to work in the United States.
- (ii) Supplier will enroll in and verify eligibility for each assigned supplier U.S. Assignment employee using the DHS E-Verify program for all new Supplier Employees assigned to Purchaser, and will provide required notifications for all tentative non-confirmations.

- (F) Supplier shall have each of its employees to be assigned to Purchaser execute the General Dynamics Land Systems (GDLS) – Contractor Acknowledgements (Attachment C). Supplier shall keep this, and all required paperwork in audit-ready condition and be prepared to provide to Purchaser representative within 12 hours of request.

- (G) Supplier shall have each of its employees to be assigned to Purchaser execute the Private and Proprietary Information Agreement form provided by Purchaser. Supplier shall keep a copy of the executed agreement required under this paragraph and record the completion in the Purchaser's current Applicant Tracking System at the time each Supplier employee is assigned to Purchaser. Supplier shall keep this, and all required paperwork in audit-ready condition and be prepared to provide to Purchaser representative within 12 hours of request.

- (H) Supplier shall have each of its employees to be assigned to Purchaser execute the Nondisclosure, Nonsolicitation and Assignment of Inventions Agreement form provided by Purchaser (Attachment D). Supplier shall keep a copy of the executed agreement required under this paragraph and record the completion in the Purchaser's current Applicant Tracking System at the time each Supplier employee is assigned to Purchaser. Supplier shall keep this,

and all required paperwork in audit-ready condition and be prepared to provide to Purchaser representative within 12 hours of request.

- (I) Supplier shall be responsible for handling and processing all immigration and employment-related issues and requirements (including processing visas and ensuring compliance with all applicable laws) arising in connection with Supplier personnel. Purchaser shall not be required to participate in any immigration or visa activities. Supplier shall defend, indemnify and hold Purchaser and its subsidiaries, divisions, and affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents harmless against any and all claims, demands or causes of action of every kind and character arising from or in connection with the handling and processing of any and all immigration and employment-related issues and requirements arising in connection with the Supplier personnel (whether located in the United States or elsewhere). Supplier shall, upon Purchaser's request, verify in writing (and provide reasonable supporting documentation) that all Supplier personnel have valid work authorizations and visas that permit them to perform the Services in the manner and location set forth in this Agreement or any applicable assignment.
- (J) Supplier shall not retain any subcontractors (including Affiliates) to perform work under this Agreement without the prior consent of Purchaser. Notwithstanding the foregoing, no permitted subcontracting shall relieve Supplier of its responsibility and liability for any work performed by its subcontractor. Supplier shall defend, indemnify and hold Purchaser and its parent, subsidiaries, divisions and other affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents harmless against any and all claims, demands or causes of action of every kind and character arising from or in connection with any claims by Supplier's subcontractors.
- (K) **Background Checks** - Supplier shall perform Background Checks on all Supplier personnel performing Services hereunder utilizing a reputable background check provider of their choice in compliance with all Fair Credit Reporting Act (FCRA) requirements. In the event that a Supplier employee who provides Services hereunder is terminated by Supplier and subsequently re-hired by Supplier within twelve (12) months of the termination, the previously verified employment history and education history may be utilized for rehire, so long as the results from the former check are attached to the new background check. In these situations, only the following portions of the background check must be updated: criminal history, driving record and credit history check (if applicable) along with verification of any new or additional information, including but not limited to new education and employment, since previous background check date. All background check results shall be reported to Purchaser within Purchaser's Applicant Tracking System prior to the assignment of any Supplier personnel to Purchaser's facilities or assigned locations. Supplier will be responsible for arranging, conducting and paying for all background checks, which shall include:

- (i) **Employment Verification**

Prior to the assignment of any Supplier personnel to Purchaser's facilities or assigned locations, Supplier shall verify prior employers, dates of employment and past job titles for the last (7) years. The previous employers shall be contacted to determine, if possible, applicant's qualifications, performance, salary verification, reasons for termination and eligibility for rehire (if disclosed). If the employer is unable to verify employment, the prospective Supplier employee may provide additional documentation that supports their employment (W-2 and/or pay stub). U.S. military service shall be verified by prospective Supplier employee submitting a long-form DD214. When employment history cannot be verified by Supplier, Supplier's personnel shall not be assigned to General Dynamics Land Systems, Inc. without the prior consent of the respective location's Purchaser's Human Resources Manager or their designee.

- (ii) **Education Verification**

Prior to the assignment of any Supplier personnel at Purchaser's facilities or assigned locations, Supplier shall verify all pertinent degrees, professional licenses, and job related certifications obtained by the Supplier candidate for the purpose of confirming they possess the necessary educational qualifications to meet the position requirements. If the education institution cannot verify the information, the Supplier candidate may provide

additional documentation (transcripts, diploma, etc) to support their education status. Only Bachelor and Graduate level degrees accredited by the Department of Education will be accepted as evidence the Supplier candidate possess the necessary educational qualifications. When education levels cannot be verified by Supplier, Supplier personnel shall not be assigned to General Dynamics Land Systems, Inc. without the prior consent of the respective location's Purchaser Human Resources Manager or their designee.

(iii) Criminal Records Check

Prior to the assignment of Supplier's personnel at Purchaser's facilities or assigned locations, Supplier's personnel must be subjected to a criminal records check. Supplier shall be required to complete a criminal records check on selected candidates only. Supplier will be responsible for arranging, conducting and paying for the criminal records check. In accordance with applicable law, a search of federal, state and county criminal records as well as a national criminal index and National Sex Offender registry must be conducted for all addresses at which the subject individual either resided or was employed during the preceding seven (7) years. Supplier personnel convicted of a felony or misdemeanor offense (other than minor traffic violations) shall not automatically be disqualified from assignment to Purchaser, however, such Supplier personnel shall not be assigned to Purchaser without the written approval from the respective location's Purchaser Human Resources Manager or their designee.

(iv) Social Security Trace

Prior to the assignment of any Supplier personnel at Purchaser's facilities or assigned locations, Supplier personnel must be subjected to a social security trace. Supplier shall be required to complete a social security trace on selected candidates only. Supplier will be responsible for arranging, conducting and paying for the social security trace. In accordance with applicable law, Supplier shall verify that social security is valid, issued legally by the federal government and indicates the date the number was issued. When a social security trace cannot be verified by Supplier, Supplier personnel shall not be assigned to General Dynamics Land Systems without the prior consent of the respective Purchaser Human Resources Manager or their designee.

(v) Drug Test

Supplier's personnel must successfully pass a Five-Panel Controlled Substances Test (drug test) within 60 days prior to their assignment start with Purchaser. Supplier will advise all candidates that they will need to pass a drug screen before placement at Purchaser and will require their consent to such testing prior to submitting them as candidates to Purchaser. Supplier will order the drug testing upon the selection of a candidate for assignment. Supplier will arrange for testing and will pay for all expenses related to drug testing. Drug test must meet requirements of the Drug-Free Workplace Act of 1988 and other applicable laws and regulations. Candidates who fail to pass the specified drug testing shall not be assigned to Purchaser. Drug testing may be waived for returning Supplier personnel who have been terminated from a Purchaser assignment less than 60 days and whose original drug test was within six (6) months of the new start date.

Drug Screening will consist of a Five-Panel Controlled Substances Test which checks for Amphetamines, Cannabinoids (Marijuana), Cocaine, Opiates (Heroin, Morphine), and Phencyclidine (PCP). Testing must also check for masking agents. Additional tests may be performed in accordance with contractual and regulatory obligations.

(vi) Motor Vehicle Check

Prior to the assignment of Supplier personnel at Purchaser's facilities or assigned locations, Supplier personnel must be subjected to a motor vehicle check. The scope of the check must include all state or other governmental jurisdictions which issued the Supplier candidate a driver's license at any time during the immediately preceding seven (7) years. In order to ensure that all proper jurisdictions are checked, a preliminary address check should be run (using the social security number or immigration registration number) prior to running the driving records check. Supplier will arrange, conduct and pay for the motor vehicle check. In accordance with applicable laws, Supplier must verify the search through the state in which the driver's license is issued. When the motor vehicle



report cannot be verified by Supplier, Supplier personnel shall not be assigned to General Dynamics Land Systems without the prior consent of the respective Purchaser Human Resources Manager or their designee.

(vii) Credit Check (If Applicable)

Prior to the assignment of Supplier personnel at Purchaser's facilities or assigned locations, Supplier personnel must be subjected to a credit check for all positions having sensitive access to data or systems/networks as part of job duties. Sensitive access includes positions where they have "system administrator" level access to one or more computer systems or networks, knowledge of, or access to, account numbers or passwords for financial accounts of Purchaser, employees, or any third party, approval or recordkeeping for financial accounts of the Company, employees, or any third party, or management of cash or cash accounts. Supplier shall be required to complete a credit check on these selected candidates only. Supplier will be responsible for arranging, conducting and paying for the credit check. In accordance with applicable law, Supplier must verify that Supplier candidate is suitable for a position involving handling cash, matters requiring financial discretion or system/network access at an 'System Administrator' level. When credit check cannot be verified by Supplier, Supplier personnel shall not be assigned to General Dynamics Land Systems, Inc. without the prior consent of the respective Purchaser Human Resources Manager or their designee.

**15. INDEMNIFICATION**

Supplier agrees to indemnify Purchaser from and against all Losses suffered by Purchaser as a result of or arising out of an alleged violation by Supplier of any federal, state or local statute, rule or regulation in connection with Supplier's performance under this Agreement. Supplier shall defend, indemnify and hold Purchaser and its subsidiaries, divisions, affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents harmless against any and all claims demands or causes of action of every kind and character arising from or in connection with: (a) bodily injury, sickness, disease, or death, or damages to tangible property caused by Supplier or Supplier personnel hereunder; (b) infringement of copyright, patent or other intellectual property right of any kind whatsoever, arising out of services, materials, work product, systems or resources performed, provided, or used by Supplier or Supplier personnel; (c) piracy, plagiarism or unfair competition by Supplier or Supplier personnel; (d) breach by Supplier or Supplier personnel of confidentiality and data protection obligation hereunder; (e) acts or omissions of Supplier or Supplier personnel; (f) any claims by Supplier personnel against Purchaser, including claims of bodily injury, sickness, or disease or claims of damage to tangible property, including such claims occurring within the workplace and which are covered by Supplier's workers' compensation or other insurance; (g) unauthorized use by Supplier or Supplier personnel of materials licensed hereunder; (h) Supplier's or Supplier personnel's non-compliance with any laws and Purchaser Policies (as defined in Attachment C & D) and in accordance with any updates/changes in Purchaser Policies, as provided during the course of the assignment; (i) breach of any third party agreement or failure to obtain any government approvals; and (j) claims by other companies or person(s) relating to illegal or unethical practices of claims relating to unfairly or illegally soliciting or hiring employees or subcontractors. If applicable, Supplier further agrees to make any payments required by the Service Contract Act (and its implementing regulations) and also agrees to hold Purchaser harmless for any failure on the part of Supplier to comply with the SCA (and its implementing regulations) for any failure to comply with the requirements of FAR 52.222-41 and agrees to make any payments required and to hold Purchaser harmless for any failure on the part of Supplier to comply with these regulations. Supplier shall bear the expense of such defense and pay any damages and attorney's fees, which are attributable to such claim, provided that Purchaser has tendered defense of the matter to Supplier; and (k) any breach of this Agreement by Supplier, Supplier's agents, or personnel supplied by Supplier. In the event that Purchaser is named as a party in any litigation or administrative proceeding arising from the actual or alleged acts or omissions of Supplier or Supplier Personnel ("Litigation"), Purchaser may, in its sole discretion, defend itself in the Litigation and obtain indemnification from Supplier for the defense for any determination of liability against Purchaser, or tender the defense of Purchaser in the Litigation to Supplier. In all cases, Purchaser shall have the right to select, or approve the selection, of counsel representing Purchaser in any Litigation.

**16. JOB CATEGORIES AND CLASSIFICATIONS**

Supplier shall furnish the services of personnel as requested and authorized by Purchaser. For each Supplier's employee proposed for assignment hereunder, Supplier shall submit all required proposed personnel information utilizing the approved Applicant Tracking System.

In instances where several contract labor providers submit the same individual's resume for the same requirement, priority will be given to the order in which the resumes were received, all other items being equal.

## **17. COMMUNICATIONS**

Supplier shall direct all questions and inquiries concerning Purchaser's contract labor needs, including skill definition, position description and scope of work, solely to a person designated by Purchaser in the Purchaser's respective Human Resources department or as designated on the contract requisition.

## **18. CONTRACTOR CHECKLIST**

Supplier shall provide all required pre-assignment information, acknowledgements and confirmations within the Purchaser's Applicant Tracking System prior to Supplier's personnel assignment start with Purchaser. A Supplier personnel acknowledgement form for pre-assignment notification of Purchaser's policies and receipt of handbooks can be found as Attachment C.

## **19. RIGHT TO HIRE**

Supplier acknowledges, understands, and agrees to the following:

- (A) Supplier further acknowledges, understands and agrees that GDLS may directly hire Supplier's personnel on assignment with GDLS. If such hire occurs 120 calendar days or more following the commencement of the assignment of supplier's employee, GDLS shall have no payment obligation to Supplier relative to said hire.
- (B) Supplier shall hold GDLS harmless and releases GDLS from any liability or damages whatsoever arising from, or relating to any GDLS direct or indirect actions that result in Supplier's GDLS assigned personnel being hired directly by GDLS or by another GDLS supplier and remaining on assignment with GDLS.
- (C) Supplier shall hold GDLS' alternative supplier harmless from any liability or damages whatsoever arising from, or relating to any alternative supplier's direct or indirect actions, that result in Supplier's GDLS assigned personnel being employed by the alternative GDLS supplier.
- (D) Supplier shall release its assigned personnel at GDLS from any applicable restrictive covenants and any related liability or damages should they wish to remain on work assignment at GDLS through another GDLS supplier or be directly hired by GDLS.

## **20. DESOURCING**

If this Agreement is terminated in whole or in part, or is not renewed or extended, and Supplier has personnel on assignment with GDLS at the time, Supplier agrees that GDLS and/or Supplier's assigned personnel may take such steps deemed necessary to affect the transfer of assigned Supplier's personnel for employment with an alternate GDLS approved Supplier. Nothing herein creates an obligation by GDLS to hire as a direct employee any Supplier personnel; nor does it create any employment relationship between GDLS and any Supplier personnel.

## **21. WARRANTY**

Supplier hereby represents, warrants and covenants to Purchaser that (i) the Supplier personnel it assigns to perform services shall be competent to perform the services as required hereunder; (ii) the services performed under this Agreement shall be of professional quality, consistent with generally accepted industry standards for the performance of services of a similar nature; (iii) Supplier and its personnel possess all necessary skills, licenses and certifications to legally perform services hereunder; and (iv) all personnel provided by Supplier possess all necessary skills, licensing, training, and certifications to allow them to perform their services or work in compliance with all laws, including relevant workplace safety and health laws, fire safety and prevention laws, and employment laws, including any changes to such laws in the future.

Supplier hereby represents, warrants and covenants to Purchaser that its entry into this Agreement or the provision of any Supplier personnel does not violate or constitute a breach of any agreement to which it or the Supplier personnel is a party or otherwise bound.

Supplier hereby represents, warrants and covenants to Purchaser that it has the full legal right to render all of the Services required under the assignments made hereunder, and that there is no claim, litigation or proceeding pending or threatened against Supplier with respect to such Services, or any component thereof, alleging infringement of any patent or copyright or violation of any trade secret or any other proprietary right of any person.

Supplier hereby represents, warrants and covenants to Purchaser that in performing its obligations and exercising its rights under this Agreement, Supplier shall comply (and shall require Supplier personnel and Supplier agents providing Services hereunder or otherwise involved in Supplier's performance under this Agreement to comply) with all applicable laws, and all changes in laws, relating to or affecting this Agreement or the work to be performed by Supplier hereunder, and that Supplier shall obtain and maintain all permits, licenses, and consents required in connection therewith.

## **22. AUDIT**

Supplier shall maintain appropriate documentation necessary to demonstrate Supplier's compliance with this Agreement and as otherwise necessary to comply with applicable Law. At any time during and within three (3) years following the term hereof, upon reasonable notice and during normal business hours, Purchaser or its third-party designee will have the right to audit Supplier's books, records, documents, reports and other materials related to this Agreement for the purpose of verifying its compliance with the terms of this Agreement. In the event an audit discloses credits or payments due to Purchaser or its affiliate hereunder with respect to the audit period, Supplier shall reimburse Purchaser or such affiliate, as applicable, for such credits or payments. Supplier shall also reimburse Purchaser or its affiliate for all expenses associated with any audit that discloses credits or payments due to Purchaser or its affiliate hereunder with respect to the audit period, in an amount greater than or equal to five percent (5%) in the aggregate of the correct billing amount.

If the Service Contract Act is applicable under this Agreement, to ensure Supplier's compliance with the requirements of the SCA, Purchaser reserves the right for Purchaser and/or the U. S. Government to conduct an audit of Supplier's employee time and payroll records, which Supplier must maintain under the recordkeeping requirements of the SCA at 29 C.F.R. § 4.6 and FAR 52.222-41. To support such audit, and as requested by Purchaser, Supplier agrees to provide the following information as a minimum to Purchaser within five (5) calendar days of any such request from Purchaser: Employee Name; Payroll period; Hours Worked; SCA Labor Category and wage rate; Base Hourly Rate; Hourly fringe benefits (i.e. "health & welfare," vacation, holiday) paid; copies of timesheets showing the days and hours worked; and, copies of actual employee pay stubs. If employees are assigned to multiple contracts during a given workweek, Supplier agrees to provide a breakdown of the foregoing information by contract. Failure to provide these documents and any related information related to Service Contract Act compliance may be deemed, without limitation, grounds for a termination of this Agreement for Default.

## **23. GOVERNING LAW AND VENUE**

This Agreement is entered into in the State of Michigan and shall be construed and governed under and in accordance with the laws of that State, without regard to choice or conflict of law principles. The Parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the Parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable. All disputes arising out of this Agreement (and all purchase orders, amendments and attachments thereto) shall be exclusively resolved in a court of competent jurisdiction in the State of Michigan. Each Party expressly consents to the jurisdiction of the state or federal courts in the State of Michigan and waives any objections or right as to forum non conveniens, lack of personal jurisdiction or similar grounds.

## **24. NO PUBLICITY**

Neither Party shall make, place or disseminate any advertising, public relations, promotional material or any material of any kind using the name of the other Party and/or the other Party's subsidiaries, divisions or affiliates or using their trademarks, without the prior written approval of the other party. Without limiting the generality of the foregoing, Supplier acknowledges and agrees to maintain the existence of this Agreement and this Agreement (including all of its terms

and conditions) confidential, and that it shall not issue, make, release, distribute or authorize for distribution any press release, job postings, information, statement, letters or materials (irrespective of medium) that makes mention of or uses Purchaser's name(s), logos, trademarks, or goodwill in any manner whatsoever.

**25. ENTIRE AGREEMENT**

By entering into this Agreement (including each assignment hereunder), Supplier waives all terms and conditions contained in Supplier's order acknowledgment form, invoices or other documents that are different from or additional to the terms and conditions set forth in this Agreement, and all such different or additional terms and conditions shall be null and void. Purchaser's receipt of any Services provided by Supplier hereunder and payment of any invoices are expressly made conditioned on Supplier's assent to the terms and conditions set forth in this Agreement. This Agreement, Master Purchase Order, its attachments, and its releases thereunder, and the Attachments hereto (including any Assignments issued hereunder) contain the entire understanding of the Parties with respect to the subject matter contained herein, supersede any prior written or oral communications, and may be modified only in writing subject to mutual agreement of the Parties hereto. Such modification(s) is/are to be submitted by Purchaser's Purchase Order through its Oracle System to Supplier by Purchaser's Subcontract Administrator.

Waiver/Modification of Terms

The failure of either Party to take action as a result of a breach of this Agreement by the other Party shall constitute neither a waiver of the particular breach involved nor a waiver of either Party's right to enforce any or all provisions of this Agreement through any remedy granted by law or this Agreement. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein.

Survival

All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement, including obligations with respect to indemnification, confidentiality and proprietary rights, shall survive such expiration or termination.

\_\_\_\_\_ Agrees to the Purchase Order Terms and Conditions – Contract Labor and all its attachments.

By: \_\_\_\_\_  
(Authorized Signatory)

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GENERAL DYNAMICS LAND SYSTEMS INC.  
INSURANCE RIDER

Supplier shall assume all risk of (i) damage to property or of bodily injury, sickness or disease of persons (including death resulting at any time therefrom) used or employed on or in connection with work performed under this Agreement, and (ii) damage to property or bodily injury, sickness or disease of persons (including death resulting at any time therefrom) wherever located, resulting from or arising out of any action, omission or operation occurring in connection with work performed under this Agreement.

Supplier shall secure, protect, defend, hold harmless, and indemnify Purchaser from and against any and all losses, costs, damages, expenses, or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage to or destruction of any property, including the loss of use thereof, arising out of or in connection with the performance of any work in connection with this Agreement, including any extra work assigned to Supplier in connection therewith, based upon any act or omission, negligent or otherwise, of (a) Supplier or any of its employees, agents or servants, (b) any subcontractor of Supplier or any employees, agents or servants of such a subcontractor, or (c) any other person or persons, including Purchaser, or any employees, agents or servants of Purchaser. In the event that Purchaser is named as a party in any litigation or administrative proceeding arising from the actual or alleged acts or omissions of Supplier ("Litigation"), Purchaser may, in its sole discretion, defend itself in the Litigation and obtain indemnification from Supplier for the defense of any determination of liability against Purchaser, or tender the defense of Purchaser in the Litigation to Supplier

Supplier and all suppliers to which portions of the work under this Agreement are subcontracted (hereinafter called "Subcontractors") shall, during the continuance of the work under this Agreement, including extra work in connection therewith, and without prejudice to Purchaser's rights and Supplier's indemnity obligations under this Agreement, shall keep and maintain in effect, at Supplier and its subcontractors' sole cost and expense, the following insurance coverage:

1. Workmen's Compensation (inclusive of USL&H coverage where applicable), Employer's Liability Insurance and any other insurance required by any Employee Benefit Acts or other statutes applicable where the work is to be performed. All such insurance shall be in amounts sufficient, in the opinion of the Purchaser, for any liability for bodily injury, sickness or disease (including death resulting at any time therefrom) of any Supplier or Subcontractor personnel, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted. The Employer's Liability Insurance shall have minimum limits of \$1,000,000.
2. Comprehensive General Liability and Property Damage Insurance with coverage to include broad form property damage, personal injury, premises, completed operations, and products and contractual liability for the liability assumed under this Agreement and independent contractors; and with a minimum bodily injury and property damage combined single limit of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The required limit of \$2,000,000 per occurrence and \$2,000,000 in the aggregate can be met through the use of an Excess Liability policy or an Umbrella policy, in addition to a Primary General Liability policy.
3. Comprehensive Automobile Liability Insurance, including Property Damage, covering all owned, hired, non-owned, or rented equipment used in connection with work performed under this Agreement, in the minimum amounts of bodily injury and property damage combined single limit of \$2,000,000 per occurrence. The required limit of \$2,000,000 per occurrence and \$2,000,000 in the aggregate can be met through the use of an Excess Liability policy or an Umbrella policy, in addition to a Primary Automobile Liability policy.
4. (Suppliers of food and beverages) Products Liability Insurance in the aggregate amount of not less than \$500,000 per person, \$750,000 per occurrence.
5. If Supplier's employees, subcontractors or suppliers are assigned aboard a Vessel for any reason, Supplier shall maintain Jones Act coverage with minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
6. If Supplier's employees, subcontractors or suppliers are required under this Agreement to perform any work related to

any U.S. Government contract outside of the United States, Supplier shall maintain Defense Base Act coverage with minimum limits conforming to the statutory requirements of the United States.

7. If Supplier's employees, subcontractors or suppliers are to bring equipment, tools or any other form of property onto a General Dynamics Land Systems site or site of a General Dynamics Land Systems customer, Supplier shall maintain Property Insurance covering the equipment, tools or other property to its Replacement Value.
8. If Suppliers employees, subcontractors or suppliers are to be involved with the handling of money or securities, or the property of a General Dynamics Land Systems customer, Supplier shall maintain Crime coverage including coverage for Client's Property at a minimum limit of \$1,000,000.
9. If Suppliers employees, subcontractors or suppliers are to be involved with work on any General Dynamics Land Systems software or computer systems, Supplier shall maintain Professional Liability and Cyber Liability coverage including coverage for third party suits at a minimum limit of \$1,000,000.

Purchaser reserves the right to require evidence of additional types of insurance from Supplier, at limit levels determined by Purchaser, depending upon the nature of the contract and the work to be performed under same (e.g. environmental, professional, marine, and/or property insurance).

Each policy shall be underwritten by an insurance company with minimum A.M. Best ratings of "A-, VII" or equivalent and shall provide that it is primary insurance to and noncontributing with any other insurance carried by Purchaser. The policies referred to above in paragraphs 2, 3, 4, and 8 (with regards to Client Property Coverage) shall name Purchaser as an "additional insured." The policies referred to above in paragraphs 1, 2, 3,4, 5,6,7, 8 and 9 shall contain a waiver of subrogation in favor of Purchaser. The policy referred to above in paragraph 1 shall include an Alternate Employer Endorsement, naming General Dynamics Land Systems as the Alternate Employer.

All insurance policies shall be issued by companies authorized to do business under the laws of the State in which the work will be done. Such policies shall contain appropriate endorsements extending the coverage thereof to include the liability assumed by Supplier under this Agreement. Certificates of insurance, evidencing such insurance and endorsement, shall be filed by Supplier and all Subcontractors with Purchaser before the work is started. All insurance policies procured hereunder shall endeavor to afford ten (10) days prior written notice to Purchaser with respect to any material change or cancellation thereof. .

The insurance coverage limits stated above are minimum insurance coverage requirements, not limits of Supplier's liability. Notwithstanding the above-required insurance policies, Supplier shall be obligated for the full and total amount of any damage, injury, expense or loss pursuant to the Indemnification provisions of this Agreement.

If any of the required insurance policies mentioned in this section are written on a claims-made basis, coverage shall be evidenced to Purchaser for a period of 2 years or for a period consistent with the statute of limitations or repose in the jurisdiction to which work is performed, whichever is greater, after contract termination. The policy shall also keep a retroactive date of the earlier of the execution of this contract or the start date of work performed under this contract.

Compliance or failure to comply by Supplier with the foregoing requirements set forth in this Insurance Rider shall not relieve the Supplier of its liabilities and obligations under this Insurance Rider.

**CONFLICT OF INTEREST ANALYSIS QUESTIONNAIRE  
FOR CANDIDATES FOR EMPLOYMENT, SPECIFIED CONSULTANTS AND CONTRACTORS**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Role you are considering at General Dynamics:  Employee  Contractor  Consultant

Federal statutes and regulations govern certain post-employment activities of former military personnel and federal civilian employees. Severe penalties may result for both the employee and the employer arising from violations of these statutes and regulations. As a candidate for employment, contractor, or consultant, you are required to furnish the following information, which will be used by General Dynamics in determining whether you are eligible for employment/assignment and if so, the particular duties you may perform on behalf of General Dynamics. If any of your responses are classified, do not answer the question and inform General Dynamics Human Resources. (Further information may be required through authorized channels.) If you are unsure how to respond to any of these questions, please consult the attached Appendix of definitions or contact the General Dynamics Human Resource Rep or Contract Labor supplier that is handling your employment application if you have questions regarding this form.

**Part A - Current U.S. Government Employee - Conflict of Interest Certification**

Yes  No Are you currently employed by the United States Government? Employees include Presidential appointees, military members, civilian employees, consultants, support contractors, and members and employees of Congress. *If you answered "no", proceed directly to Part B. If you answered "yes", complete Part A and then proceed directly to Part C.*

I am permitted by applicable ethics laws and regulations to engage in discussions regarding a position with General Dynamics because:

I do not have, and for the last 12 months have not had, involvement in or responsibility for (either directly or by actively supervising another) any procurement, contract, proceeding, investigation, or other matter which involves or may affect financial interests of General Dynamics.

I have formally disqualified or recused myself from all further involvement in or responsibility for (either directly or by actively supervising another) any procurement, contract, proceeding, investigation, or other matter which involved or may affect the financial interests of General Dynamics, and I have taken all steps necessary to comply with applicable laws, rules, and procedures related to recusal and/or disqualification.

Yes  No A copy of my disqualification letter/ recusal letter is attached. (All DoD and U.S. Armed Forces personnel **must** submit a Disqualification Letter).

**Part B – Former U.S. Government or Military Employee**

Yes  No Have you ever been employed by the United States government? Employees include Presidential appointees, military members, civilian employees, consultants, support contractors, and members and employees of Congress.

Yes  No Have you ever served (i) as an official of any State government, (ii) as a civilian official of a foreign government, or (iii) in the military of a country other than the U.S.?

Yes  No While working for General Dynamics, do you expect to have any position or advisory role with any State or foreign government or with any military other than the U.S.?

**CONFLICT OF INTEREST ANALYSIS QUESTIONNAIRE  
FOR CANDIDATES FOR EMPLOYMENT, SPECIFIED CONSULTANTS AND CONTRACTORS**

**Part B – continued**

Date of final separation from U.S. Government: \_\_\_\_\_

Start and end dates of terminal leave (if applicable): \_\_\_\_\_

Highest government rank: \_\_\_\_\_ Highest pay grade: \_\_\_\_\_ Base rate of pay: \_\_\_\_\_

Specify below, all applicable U.S. Government positions that you held:

Start/End Dates	Position Title	Agency/ Department

**Part C - Procurement Integrity Act & Representational Restrictions Section**

Yes  No Was your service with the U.S. Government limited solely to service as an Armed Forces enlisted person? *If you answered “yes”, you can proceed directly to Certification section.*

Yes  No During the past year, did you serve in any of the following capacities at the time that General Dynamics was selected as the contractor for or awarded a contract in excess of \$10 million?

- Procuring Contract Officer
- Source selection authority
- Member of source selection evaluation board
- Chief of a financial or technical evaluation team

Yes  No During the past year, did you serve in any of the following capacities in connection with a contract awarded to General Dynamics in excess of \$10 million?

- Program manager (either by title or function)
- Deputy Program Manager
- Administrative Contracting Officer

Yes  No During the past year, did you personally make any of the following decisions for a federal agency?

- A decision to award a contract, subcontract, modification of a contract or subcontract, or a task or delivery order in excess of \$10 million to General Dynamics
- A decision to establish overhead or other rates applicable to a contract or contracts for General Dynamics that are valued in excess of \$10 million
- A decision to approve issuance of a contract payment or payments in excess of \$10 million to General Dynamics
- A decision to pay or settle a claim in excess of \$10 million with General Dynamics



**CONFLICT OF INTEREST ANALYSIS QUESTIONNAIRE  
FOR CANDIDATES FOR EMPLOYMENT, SPECIFIED CONSULTANTS AND CONTRACTORS**

**Part C - continued**

- Yes  No At any time during your employment with the U.S. Government, did you directly participate, or direct your subordinates in any contract, procurement, or other “particular matter” (such as claim, investigation, controversy, dispute, administrative proceeding) in which General Dynamics is now or was then involved, or will become involved as a bidder or contractor in the near future
- Yes  No In the preceding one-year period while serving as an officer or employee of the U.S. Government, was there any contract, procurement, or other particular matter pending under your official responsibility which either involved, (or involves) General Dynamics or in which you expect General Dynamics will become involved in the near future?
- Yes  No At any time in the preceding one-year period, have you been employed in any of the following capacities in the legislative branch of the U.S. Government? If “yes”, please include in your detailed description below, your highest rate of pay for any 60-day period in the preceding one-year period.
- Member of elected officer of the U.S. House or Senate
  - Employee of a Senator or Member of the U.S. House
  - Employee on a committee staff of the U.S. House or Senate
  - Employee on the leadership staff of the U.S. House or Senate
  - Employee of any other legislative office of the U.S. Congress
- Yes  No At any time in the preceding one-year period, have you personally and substantially participated in any ongoing trade or treaty negotiations on behalf of the United States?

If you answered “YES” to any question in Part C, please provide a detailed description of the agency, your position, the time, circumstances and the extent of your involvement in or responsibility for the contract, proposal, or other particular matter.

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**Certification**

I certify that I have provided to General Dynamics, or appropriate General Dynamics contract labor vendor, copies of all DAEO opinions or other ethics guidance I have obtained from the U.S. Government and will promptly provide a copy of any such opinion or guidance that I receive in the future.

I further certify that the disclosures made in this questionnaire are true, accurate, and complete to the best of my knowledge, and that all documents and information submitted in connection with this questionnaire are also true, accurate and complete. If my disqualification/recusal status ends or I undertake duties in connection with any procurement, contract, or other matter involving or affecting General Dynamics, I agree to notify General Dynamics and withdraw my name immediately from further consideration. I understand that General Dynamics will take appropriate action to discontinue any contractual relationship with me or deny and/or terminate employment if I am found to have made any false or misleading representations in connection with this questionnaire.

\_\_\_\_\_  
Candidate / Contractor / Consultant Signature

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST ANALYSIS QUESTIONNAIRE  
FOR CANDIDATES FOR EMPLOYMENT, SPECIFIED CONSULTANTS AND CONTRACTORS**

**Appendix of Definitions**

**“General Dynamics.”** All references to General Dynamics are intended to include General Dynamics Corporation and all of its subsidiaries, which include some businesses that are known by names other than “General Dynamics.” They include: Bath Iron Works, Electric Boat, NASSCO, Gulfstream, and AMSEA, and businesses that General Dynamics recently acquired, which include Anteon International Corp., Tadpole Computer, Itronix Corp., Maya Viz, Ltd., Chamberlain Mfg., Force Protection and SNC Technologies.

**“Enlisted Person.”** This term refers to those members of the U.S. Armed Forces (soldiers, sailors, airmen, marines) classified in a pay grade of E-1 through E-9. By definition, these terms do not include Commissioned Officers (pay grades O-1 through O-10) or Warrant Officers (W-1 through W-5).

The term **“official responsibility”** means the direct administrative or operating authority, whether intermediate or final, and either exercisable alone or with others, and either personally or through subordinates, to approve, disapprove, or otherwise direct government action.

An individual participates **“personally”** in a matter when he/she participates directly and when he/she actually directs a subordinate who participates in the matter. An individual participates **“substantially”** in the matter when his/her involvement is or reasonably appears to be significant or important to the matter. It requires more than mere responsibility for or knowledge of the matter, perfunctory involvement in it, or involvement on peripheral issues. The substantiality of one’s participation is measured according to the importance of the participation, not the level of effort or time consumed on the matter.

The term **“particular matter”** includes any contract, procurement, investigation, application, request for a ruling or determination, rulemaking, controversy, claim, charge, accusation, arrest, or judicial or other proceeding.

A **“Senior Government Employee”** is a U.S. Government Employee or Special Government Employee employed in the executive branch (or an independent agency) who satisfies one of the following five criteria: (1) he/she is employed at a rate of pay specified in or fixed according to the Executive Schedule; (2) he/she is paid at a rate of basic pay which is equal to or greater than 86.5% of the rate of basic pay for level II<sup>1</sup> of the Executive Schedule; (3) he/she is appointed by the President to a position in the White House Office under 3 U.S.C. §105(a)(2)(B) or by the Vice President to provide services to the Vice President under 3 U.S.C. §106(a)(1)(B); (4) he/she is employed in a position which is held by an active duty commissioned officer of the uniformed services who is serving in a grade or rank for which the pay grade is O-7 or above (*i.e.*, Generals and Admirals); or (5) he/she is assigned from a private sector organization to an agency under the Information Technology Exchange Program (5 U.S.C. §§3701 et seq.).

A **“Very Senior Government Employee”** includes any person who: is Vice President of the United States; is employed in a position in the executive branch (including any independent agency) at a rate of pay payable for Level I of the Executive Schedule<sup>2</sup> or employed in a position in the Executive Office of the President at a rate of pay payable for Level II of the Executive Schedule; or is appointed by the President to a position in the White House Office under section 3 U.S.C. §105(a)(2)(A) or is appointed by the Vice President to provide services for the Vice President under 3 U.S.C. § 106(a)(1)(A).

A **“Special Government Employee”** is an officer or employee of the executive or legislative branch of the United States, or of any independent agency of the United States or of the District of Columbia, who is retained, designated, appointed, or employed to perform, with or without compensation, for a period not to exceed 130 days during any period of 365 consecutive days, temporary duties either on a full-time or intermittent basis. The term also includes: (1) Reserve officers of the Armed Forces and officers of the National Guard of the United States while they are on active duty solely for training (if they are not otherwise employees of the United States, *e.g.*, civil service employees), and (2) Reserve officers of the Armed Forces and officers of the National Guard of the United States who are serving involuntarily (if they are not otherwise employees of the United States, *e.g.*, civil service employees). *This questionnaire must be completed by all candidates who have served at any time as an employee or official of the U.S. Government including as an officer or enlisted member of the U.S. Armed Forces. If you are unsure about how to respond to any of these questions, please consult the attached Appendix of Definitions or contact your Designated Agency Ethics Official.*

<sup>1</sup> The rate of basic pay is adjusted on an annual basis. The rate for Level II was \$181,500 in 2014.

<sup>2</sup> The rate of basic pay is adjusted on an annual basis. The rate for Level I was \$201,700 in 2014.

## General Dynamics Land Systems (GDLS) – Contractor Acknowledgements

Contractor Name (as it appears on Driver’s License) \_\_\_\_\_

Contractor Number L\_\_\_\_\_ Location \_\_\_\_\_

Contractor acknowledges the receipt of the 4 booklets and/or documents listed below:

1. General Dynamics Standards Of Business Ethics And Conduct
2. Labor Reporting And Control
3. Procurement Integrity
4. Preventing Prohibited Harassment

I have read and understand that the documents listed above represent General Dynamics Land Systems, Inc’s standards and policies (collectively, “Purchaser Policies”) and I agree to comply with the provisions contained within each policy. I further understand that compliance with the Purchaser Policies is a condition of assignment and failure to comply may result in contract termination.

I am aware that I am expected to conduct myself while representing General Dynamics Land Systems, Inc. or on GDLS business or premises, in a manner that promotes the safety and welfare of all persons, encourages congenial work habits and protects personal and GDLS Company property.

I acknowledge and agree that I am an employee of [ Insert Name of Supplier ] and not of General Dynamics Land Systems, Inc. (Purchaser) to which I may be assigned. Accordingly, I acknowledge and agree that I will not be eligible for or entitled to receive any benefits offered by Purchaser to its employees including, without limitation, benefits offered under a client’s employee pension benefit plans or employee welfare benefit plans."

I understand that mischarging is illegal and agree to become familiar with General Dynamics Land Systems Inc.’s Labor Charging policies and procedures and record my labor accordingly.

I also understand that my contract assignment is at-will, meaning that my assignment can be terminated, with or without cause, by me, my employer or General Dynamics Land Systems, Inc. at any time.

I understand that I can print these forms using the links above and can contact my employer with any current, or future, questions regarding these Purchaser Policies.

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

**GENERAL DYNAMICS LAND SYSTEMS, INC.**

**NONDISCLOSURE, NONSOLICITATION AND ASSIGNMENT  
OF INVENTIONS AGREEMENT**

As a contractor of General Dynamics Land Systems, Inc., its subsidiaries, affiliates, successors and assigns (“GDLS”) and in consideration for my assignment with GDLS and its promise to disclose to me proprietary, confidential and/or trade secret information, I agree as follows:

**Nondisclosure / Confidentiality.** During my assignment with GDLS, it will provide me with access to confidential information and trade secrets of both GDLS and its customers, all of which are essential to GDLS’ business and the continued confidentiality of which is critical to GDLS’ economic well-being. The sole purpose of this Nondisclosure, Nonsolicitation and Assignment of Inventions Agreement (“Agreement”) is to protect, to the maximum extent permitted by law, GDLS’ protectable business interests in such proprietary, confidential and/or trade secret information. Such proprietary, confidential and trade secret information includes, but is not limited to, GDLS’ financial information, business operations and plans, prospects, inside information (including information regarding financial performance, earnings, existing products, existing techniques, new products, new techniques and business strategies), proprietary processes and know-how, research and development programs, personnel information (including, without limitation, skills and compensation), product development information, and information regarding possible acquisitions or sales of businesses or facilities. Such proprietary, confidential and trade secret information does not include any information that has become part of the public domain by means other than my breach of this Agreement. I agree not to use or disclose, at any time during my assignment or at any time thereafter, any such proprietary, confidential or trade secret information to any third party for any reason, except with written consent from GDLS and as authorized and necessary to perform my job.

**Permitted Disclosures.** I understand that nothing herein should be construed (a) to impede or interfere with my right to respond truthfully and completely to any request for information regarding GDLS’ activities where disclosure is required by legal process; or (b) to prevent me from communicating directly with, responding to any inquiry from, or providing truthful testimony or information to any regulatory or law enforcement agency of the United States, the U.S. Congress, an Inspector General, or a state government agency in the course of a lawful investigation or proceeding. I agree that I am not required to contact GDLS as a precondition to any of the foregoing, provided, however, that I cannot, without the written approval of GDLS’ Vice President & General Counsel, disclose the substance of communications between GDLS personnel and GDLS’ legal counsel which are protected by GDLS’ attorney-client privilege. Further, despite my obligations under this Agreement to protect the proprietary, confidential and/or trade secret information of GDLS, I understand I will not be held civilly or criminally liable under any federal or state trade secret law for disclosing a trade secret of GDLS in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney representing or advising me concerning such disclosure, if the disclosure (a) is made solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding. In addition, if I file a lawsuit against GDLS for retaliation for reporting a suspected violation of law, I may disclose the trade secrets of GDLS to the attorney representing me and may use such trade secret information in the court proceeding, but only if any document containing the trade secret is filed under seal and I do not disclose the trade secret except pursuant to a court order.

**Former Employer Information.** I agree that I will not, during my assignment with GDLS, improperly use or disclose any confidential, proprietary or trade secret information of any current or former employer, or other person or entity, including my current employer who assigned me to work with GDLS. I also agree not to bring onto the premises of GDLS any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

**Returning Company Documents.** I agree that upon the end of my assignment with GDLS, for any reason, I will immediately deliver to GDLS (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, business cards, specifications, materials, equipment, other documents or property, or reproductions of any aforementioned items provided to or developed by me pursuant to my assignment with GDLS or otherwise belonging to GDLS, its successors or assigns. This obligation includes, but is not limited to, a requirement that I return all materials embodying, constituting or reflecting confidential information.

**Injunctive Relief.** I acknowledge and agree that any breaches or threatened breaches of this Agreement will cause or threaten to cause GDLS irreparable injury and damages in an amount difficult to ascertain. Accordingly, in addition to any other relief and damages to which GDLS may be entitled, I agree that GDLS shall be entitled to temporary, preliminary and permanent injunctive relief to prevent or discontinue any and all breaches or threatened breaches of this Agreement. I further understand and acknowledge that, to the extent GDLS initiates an action to enforce this Agreement and obtains any temporary, preliminary or permanent injunctive

relief against me relating to my obligations under this Agreement, GDLS shall be deemed the “prevailing party” in such action and shall be entitled to recover its costs and attorney’s fees incurred, pursuant to this Agreement.

**Assignment of Inventions and Ideas.** I agree that I will promptly disclose to GDLS all inventions, designs, processes or protectable works that I hereafter may create during the term of my assignment that pertain to the business of GDLS. I agree that all such inventions, designs or processes shall be the exclusive property of GDLS. I also agree to assist GDLS or its designee in any and all efforts to protect such inventions. I further hereby assign to GDLS all rights, titles, and interest in and to any inventions and ideas, whether or not subject to patent or copyright, that I make, conceive, or develop, alone or with others, during the period of assignment with GDLS, and that relate in any way to the actual or prospective business of GDLS.

**Disclosure of Inventions and Ideas.** I will disclose to GDLS, promptly and on a regular basis, all inventions and ideas subject to the foregoing. I will, upon request, execute specific assignments and take any reasonable action that GDLS may request to secure patents, copyrights, or other proprietary rights in such inventions or ideas.

**Writings.** I acknowledge that all writings, whether in hard copy, electronic, or any other form, produced by me in the course of my assignment with GDLS, are works produced for hire and are the property of GDLS, including without limitation, any copyrights on such writings. To the extent any such writings may not, by operation of law or otherwise, be works made for hire, I hereby assign to GDLS the ownership of copyright in such works, whether published or unpublished, and I agree to execute any further documents necessary to perfect GDLS’ title to any such works or copyrights therein at any time.

**Severability.** Should any provision of this Agreement be held unenforceable for any reason, a court of competent jurisdiction may enforce said provision to the maximum extent allowed by law. A court or similar authority is authorized if necessary to apply the blue pencil doctrine to modify this Agreement to give effect to the parties’ intent to the maximum extent allowed by law. The provisions of this Agreement are severable. If any part of the Agreement is found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Agreement is governed by the laws of the State of Michigan.

**Right to Enter Agreement.** I represent and covenant to GDLS that I have full power and authority to enter into this Agreement, and that the execution of this Agreement will not breach or constitute a default of any other agreement or contract to which I am a party, or by which I am bound.

**Entire Agreement.** This Agreement sets forth the entire agreement and understanding between GDLS and me relating to the subject matters addressed in this Agreement and fully supersedes any and all prior agreements, discussions or understandings between the parties pertaining to any subject matter contained in this Agreement. No modification of or amendment to the Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by management of GDLS and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

**Remedies.** I agree that my violation of this Agreement would cause GDLS irreparable harm which would not be adequately compensated by monetary damages and that an injunction may be granted by any court or courts having jurisdiction, restraining me from violation of the terms of this Agreement, upon my breach or threatened breach of any obligations set forth in this Agreement. The preceding sentence shall not be construed to limit GDLS from any other relief or damages to which it may be entitled as a result of my breach of any provision of this Agreement.

**Termination of Assignment.** Notwithstanding anything in this Agreement or in any other policy or practice of GDLS, written or oral, I understand that I am not an employee of GDLS, and that GDLS reserves the right to terminate my assignment for any reason and at any time. Similarly, I may terminate my assignment with or without cause at any time.

**Waiver.** GDLS’ waiver or failure to enforce the terms of this Agreement in one instance shall not constitute a waiver of its right to enforce it on any other occasion.

**Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of GDLS, its successors, and its assigns.

**Attorney’s Fees.** In the event of a dispute arising under or relating to this Agreement, including, but not limited to, any litigation or formal action to enforce this Agreement, the prevailing party shall be entitled to recover all reasonable and necessary expenses of enforcement, including reasonable attorneys’ fees. I have read and fully understand this Agreement and agree to be bound by it. I understand that this Agreement may not be modified orally, but only in writing signed by management of GDLS.

**CONTRACTOR**

Contractor Signature

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Contractor Name (printed)

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Date