

GENERAL DYNAMICS
Land Systems
P.O. Box 2072, Warren, Michigan 48090-2072

GENERAL DYNAMICS LAND SYSTEMS INC.

2010 PURCHASE ORDER TERMS AND CONDITIONS

CONTRACT LABOR

1. CONTRACT FOR SERVICES

This is a basic ordering agreement ("Agreement") for services between General Dynamics Land Systems Inc. ("Purchaser") and the Supplier named on the purchase order form. 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, and will not be eligible for coverage under, or in anyway entitled to participate in, any of Purchaser's benefit plans or programs for Purchaser's employees; and Supplier will be responsible for exercising control over the employees it assigns to Purchaser. As used herein, the term "Agreement" shall include these Purchase Order Terms and Conditions, all attachments hereto, and all purchase orders issues hereunder.

2. BUSINESS ETHICS AND CONDUCT

- (A) Supplier hereby agrees that any individual persons named herein 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 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 themselves in a manner consistent with this publication.
- (B) Such personnel shall adhere with the provisions of the Act entitled "Honest Leadership and Open Government Act of 2007," Public Law 110-81 (September 2007).

3. ASSIGNMENT OF PERSONNEL

- (A) Supplier personnel shall be assigned to Purchaser hereunder 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. HR Point of Contact
- (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 supervisor for approval at such frequency as Purchaser may reasonably require. Supplier personnel may complete appropriate Supplier time cards, if required.

5. MILITARY SECURITY

Certain Supplier personnel assigned 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.

6. COMPENSATION AND PAYMENT

- (A) Supplier shall be paid on the basis of hours worked at the rates set forth in the schedule.
- (B) One-way travel expenses to the job site upon inception of an assignment will be reimbursed at the approved Government rate times the number of miles. Use of private automobile in this connection is reimbursable in accordance with Purchaser's published procedures in effect at the time of assignment.
- (C) Straight time billing rate applies to services provided up to and including forty (40) hours in one pay period. Overtime billing rate applies to hours worked in excess of forty (40) hours per week. Holidays will be billed as listed in Attachment A.
- (D) For those working the 9/80 work schedule, unworked Purchaser-approved holidays, which fall on a day in the regular work week of Monday through Thursday, shall be considered as a nine (9) hour day of work solely for the purpose of computing overtime in excess of forty (40) straight time hours. Unworked Purchaser-approved holidays, which fall on a working Friday in the regular 9/80 workweek, shall be considered as a eight (8) hour day of work solely for the purpose of computing overtime in excess of forty (40) straight time hours.

For those not working the 9/80 work schedule, unworked Purchaser-approved holidays, which fall on a day in the regular work week of Monday through Friday, shall be considered as an eight (8) hour day of work solely for the purpose of computing overtime in excess of forty (40) straight time hours.

- (E) 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 PO number, Standard and Overtime rate and Supplier Personnel's GDLS Badge Number. In addition, any travel being invoiced must include the purpose of the Business Travel and approval documentation. Such invoices shall be supported by copies of daily time slips and by such other supporting documents as Purchaser may reasonably require. As promptly as may be practicable after receipt of each invoice, Purchaser shall make payment thereon.
- (F) 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.

7. DISCLOSURE OF INFORMATION

Supplier and its personnel shall keep confidential all information marked "General Dynamics Employee Data," "General Dynamics Private Information," "General Dynamics Proprietary Data," "General Dynamics Proprietary Eyes Only Data," "General Dynamics Sensitive Information," or such other comparable legends, and all other 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 during the term of this Agreement and for a period of three (3) years after this Agreement is terminated.

From time to time the Purchaser may permit access to or furnish Supplier or Supplier's personnel with US 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 US 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.

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 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.

9. INSURANCE

Supplier shall provide insurance coverage for personnel working at Purchaser location(s) during performance hereunder in accordance with the clause set forth in the attached Insurance Rider (Attachment B) and furnish a certificate of insurance reflecting compliance therewith.

10. TERMINATION

- (A) Purchaser may, at its option, direct Supplier to remove and Supplier shall remove any Supplier employee from an assignment to perform services under this Agreement.
- (B) Purchaser may terminate this 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.

11. TAXES

- (A) Supplier shall be responsible for and hereby agrees to pay all federal, state, and local taxes arising out of performance of this Agreement or applicable to amounts paid hereunder.

12. FACILITIES

Purchaser will furnish Supplier personnel office space and such other facilities and supporting services as necessary for performance of this Agreement. 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 in performance of work hereunder, Supplier will be responsible for paying expenses with subsequent reimbursement to Supplier in accordance with Purchaser Standard Practices. If travel entails a distance in excess of fifty (50) miles from Purchaser's normal work location, actual travel and subsistence expenses reimbursable under this clause will be paid.
- (B) Purchaser will not pay Supplier any indirect costs or markups on travel expenses. In no event will Purchaser reimburse Supplier's employees directly for travel expenses. Supplier is solely liable for the reimbursement of travel expenses to its employees. Supplier shall pay all other expenses, including travel expenses which are incurred without prior Purchaser approval.

14. OTHER TERMS AND CONDITIONS

- (A) Supplier shall comply with all applicable laws and regulations, and 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 personnel with disabilities.
- (B) Supplier personnel shall 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 Government employees** - Supplier personnel shall comply with all rules and regulations regarding the hiring of current and former United States Government employees. All contract labor candidates being considered for assignment at Purchaser that have current or former U.S. Government experience (includes military and civilian) must fill out the forms identified under Attachment (C) of this document and must be provided to the respective Purchaser-HR representative prior to the contractor starting their assignment. Attachment (C) is required to be filled out if the candidate is a current U.S. Government Executive Branch employee, government or military employee and must be provided to the respective Purchaser-HR representative prior to the any conversations with a contractor regarding a possible assignment.

(D) 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 citizens or permanent residents of the United States only. Supplier shall document that each of its employees who have been assigned to Purchaser, have furnished evidence of their citizenship or permanent resident status
- (ii) Supplier will enroll in and verify eligibility for each assigned supplier 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.
- (iii) For all Supplier Employees currently assigned to work at Purchaser not previously confirmed using the DHS E-Verify Program, Supplier will be asked to do so using the E-Verify Program should eligible contracts be obtained under the FAR rule 52.222-54, no later than 180 days after Supplier is informed by Purchaser of contract obligation.

(E) Supplier shall have each of its employees to be assigned to Purchaser execute the following statement: "I acknowledge and agree that I am an employee of [Name of Supplier] and not of General Dynamics Land Systems (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." Supplier shall provide to Purchaser a copy of the executed statement required under this paragraph at the time each Supplier employee is assigned to Purchaser.

(J) **Background Checks** - Supplier shall perform Background Checks on all Supplier personnel assigned to Purchaser's facilities and furnish a copy of entire Background Check in accordance with the Fair Credit Reporting Act upon request. Supplier will use the background check provider as specified by Purchaser. In the event the Supplier personnel assigned to Purchaser is terminated and returns to a Purchaser assignment within twelve (12) months, any previously verified information including employment history and education may be waived if results from the former check is attached to the new background check. In these situations, only the criminal element of the background check, driving record and credit history check (if applicable) will be required, along with verification of any new or additional information since previous start date. Supplier will arrange, conduct and absorb all expenses of the background checks, which includes:

(i) Employment Verification

Prior to the assignment of any Supplier personnel to Purchaser's facilities, Supplier shall have utilized the Purchaser specified background check provider to verify 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 subject may provide additional documentation that supports their employment (W-2 and/or pay stub). Military verification will be provided by the subject providing a long-form DD214. When employment history cannot be verified by Supplier, Supplier personnel shall not be assigned to General Dynamics Land Systems without the prior consent of the respective location's Purchaser Human Resources Manager or their designee.

(ii) Education Verification

Prior to the assignment of any Supplier personnel at Purchaser's facilities, Supplier shall have verified through the Purchaser specified background check provider all degrees, professional licenses, and certifications obtained by the contractor candidate for the purpose of confirming they have the necessary educational qualifications to meet the position requirements. If the education institution cannot verify the information, the subject may provide additional documentation (transcripts, diploma, etc) to support their education status. When education levels cannot be verified by Supplier, Supplier's personnel shall not be assigned to General Dynamics Land Systems 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, 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 arrange, conduct and absorb all expenses of the criminal records check. In accordance with applicable law, a search of federal and county criminal records as well as a national criminal index must be conducted for all addresses at which the subject individual either resided or was employed during the preceding seven (7) years. Supplier's personnel convicted of a felony or misdemeanor offense (other than minor traffic violations) shall not be assigned to General Dynamics Land Systems 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, 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 arrange, conduct and absorb all expenses of the social security trace. In accordance with applicable law, verify that social security is valid, issued legally by the federal government and indicates the date the number was issued. When social security trace cannot be verified by Supplier, Supplier's 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 drug screen within 60 days prior to their assignment at Purchaser's facilities. Supplier will advise all candidates that they will need to pass a drug screen before placement at General Dynamics Land Systems and will require their consent to such testing prior to submitting them as candidates to General Dynamics. Supplier will order the drug testing upon the selection of a candidate for assignment. Supplier will arrange for testing and will absorb 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's facilities. Drug testing may be waived for returning contractors 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, 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 employee 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 absorb all expenses of the motor vehicle check. In accordance with applicable laws, 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 System 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 Purchase's facilities, Supplier personnel must be subjected to a credit check for all Procurement, Finance and Executive positions. Supplier shall be required to complete a credit check on selected candidates only. Supplier will arrange, conduct and absorb all expenses of the credit check. In accordance with applicable law, verify that Supplier personnel is suitable for a position involving handling cash or matters requiring financial discretion. When credit check 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.

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. 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, or tender the defense of Purchaser in the Litigation to Supplier. "Losses," as used herein, shall mean all charges, complaints, actions, suits, proceedings, hearings investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs, indebtedness, liabilities, obligations, taxes, liens, expenses and fees, including all attorneys' fees and court costs.

16. RATES AND PAYMENT

Supplier personnel assigned to Purchaser shall be billed in accordance with rates agreed to between Purchaser and Supplier as specified in Purchaser's purchase order.

17. JOB CATEGORIES AND CLASSIFICATIONS

Supplier shall furnish the services of personnel as requested and authorized by Purchaser. For each Supplier personnel 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.

18. DISCUSSION OF RATE INFORMATION

With the exception of interviewing personnel from the office of Purchaser's Human Resources, Supplier personnel shall not, at any time, discuss information as to the rates received during their assignment at Purchaser with any employees of Purchaser or with any other personnel assigned at Purchaser, including other assigned personnel of Supplier. In the event that such information is discussed or revealed by Supplier personnel, such individual shall be removed immediately as unacceptable to Purchaser in accordance with appropriate termination conditions of Purchaser's purchase order.

19. 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. Exceptions to this communication process must be approved by the respective Purchaser Human Resources Manager or their designee.

20. CONTRACTOR CHECKLIST

Supplier shall provide all required pre-assignment information, acknowledgements and confirmations within the Purchaser's applicant tracking system prior to Supplier Personnel Assignment start with Purchaser..

2010 GDLS DIVISION HOLIDAY/LOST TIME SCHEDULE - CONTRACT LABOR**GDLS "LOST TIME" LABOR CHARGE ACCOUNT CODE (*Exempt Contractors*), BY LOCATION**

HOLIDAY/CLOSURE	DATE	SHC, AAAV, GDRS (9/80- SCHEDULED LOCATIONS)	MUSKEGON	LIMA, SCRANTON	ANNISTON	TALLAHASSEE
New Year's Day*	1/1/2010	92170	92170	92170	Open	92170
M. L. King Jr. Day	1/18/2010	91175	N/A - OPEN	91175	N/A - OPEN	N/A - OPEN
Good Friday	4/2/2010	91175	91175	91175	N/A - OPEN	N/A - OPEN
Memorial Day*	5/31/2010	92170	92170	92170	92170	92170
Independence Day (observed)*	7/5/2010	92170	92170	92170	92170	92170
Labor Day*	9/6/2010	92170	92170	92170	92170	92170
Thanksgiving Day*	11/25/2010	92170	92170	92170	92170	92170
Post-Thanksgiving Day	11/26/2010	TBD	91175	TBD	91175	N/A - OPEN
Christmas Holiday	12/24/2010	TBD	TBD	TBD	TBD	TBD
Christmas Holiday	12/27/2010	TBD	92170	TBD	TBD	TBD
Christmas Holiday	12/28/2010	TBD	92170	TBD	TBD	TBD
Christmas Holiday	12/29/2010	TBD	92170	TBD	TBD	TBD
Christmas Holiday	12/30/2010	TBD	92170	TBD	TBD	TBD
Christmas Holiday	12/31/2010	TBD	92170	TBD	TBD	TBD

91175; "Contract Labor Paid Lost Time"; paid by GDLS

92170; "Other Lost Time"; NOT paid by GDLS. * Payment responsibility of vendor; vendor does NOT invoice GDLS for the following five holidays: New Year's Day, Memorial Day, Independence Day-observed, Labor Day, & Thanksgiving Day

Please be advised that this information is intended to provide a general schedule of the GDLS division holidays/closures for 2009, and the corresponding "lost time" account codes for EXEMPT (Group 33) contractors. This schedule is not applicable for Non-Exempt (Group 34) contractors. Individual account codes may vary by contractor depending on actual work schedules and location.

An EXEMPT contractor who works on a GD-paid Holiday (highlighted above, with 91175 code), or a Vendor-Responsible Holiday (92170* and asterisked above), receives "straight time" pay for hours worked, and balance of hours may be paid under 91175 (pending total hours worked during week). The contractor is not paid "double-time" for any hours. Completed timecards must total 40 hours straight time hours (including any lost time). Timecards may not be submitted with simultaneous overtime and lost time. This pertains to EXEMPT contractors only.

December Schedule to be determined
Q3-2010

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, 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, maintain the following insurance coverage:

1. Workmen's Compensation, Employer's Liability Insurance and any 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.
2. Comprehensive General Liability and Property Damage Insurance in any amounts required by Purchaser, but not less than \$500,000 per person, \$1,000,000 per occurrence for General Liability, and \$250,000 property damage per accident, as protection against all risks of damage or destruction of property or bodily injury, sickness or disease (including death resulting at any time therefrom) of persons wherever located, resulting from any action, omission or operation under the purchase order or in connection with the work performed thereunder.
3. Comprehensive Automobile Liability Insurance, including Property Damage, covering all owned or rented equipment used in connection with work performed under this Agreement, in the minimum amounts of \$500,000 per person, \$750,000 per occurrence for bodily injury (including death resulting at any time therefrom) and \$250,000 per accident for property damage.
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.

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 include Purchaser as an additional named insured and provide that no material change or cancellation in insurance shall be made by Supplier or Subcontractor without ten (10) days prior written notice to Purchaser and the Purchaser's written approval thereof.

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 vendor 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.

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

Rev 1/6/2009

**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., 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 II¹ 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 Schedule² 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.

¹ The rate of basic pay is adjusted on an annual basis. The rate for Level II was \$172,200 in 2008.

² The rate of basic pay is adjusted on an annual basis. The rate for Level I was \$191,300 in 2008

General Dynamics Land Systems (GDLS) – Contractor Acknowledgements

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

Contractor Number L_____ Location _____

1. [General Dynamics Standards Of Business Ethics And Conduct](#)
2. [A Guide To Good Conduct For General Dynamics Employees](#)
3. [Labor Reporting And Control](#)
4. [Procurement Integrity](#)
5. [Private And Proprietary Information Agreement](#)
6. [Preventing Prohibited Harassment](#)

I have read and understand that the documents listed above represent General Dynamics Land Systems standards and policies and I agree to comply with the provisions contained within each policy. I further understand that compliance with the above referenced 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 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 understand that mischarging is illegal and agree to become familiar with General Dynamics Land Systems 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 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 policies.

CONTRACTOR NAME

DATE

CONTRACTOR SIGNATURE

DATE