

REMARK 755 REVISION 4/1/98

\*\*\*\*\*  
AGREEMENT WITH DEFENSE SECURITY ASSISTANCE AGENCY (DSAA)

\*\*\*\*\*  
\*\*\*\*\*

1. UNITED STATES GOVERNMENT FUNDS WILL BE USED TO FINANCE THIS ORDER AND ACCEPTANCE OF THIS ORDER WILL CONSTITUTE ACKNOWLEDGEMENT OF NOTIFICATION OF U.S. GOVERNMENT FUNDING.

2. AUTHORIZED REPRESENTATIVES OF THE GOVERNMENT OF THE UNITED STATES SHALL HAVE ACCESS TO AND THE RIGHT TO EXAMINE, FOR A PERIOD OF THREE YEARS FOLLOWING THE FINAL PAYMENT TO THE BUYER BY DSAA, ANY OF THE SELLER'S DIRECTLY PERTINENT BOOKS, DOCUMENTS, PAPERS, OR OTHER RECORDS INVOLVING TRANSACTIONS RELATED TO THIS ORDER.

3. ACCEPTANCE AND IMPLEMENTATION OF THIS ORDER CONSTITUTES A DECLARATION AND AGREEMENT BY THE PRINCIPAL EXECUTIVE OFFICERS OF THE SELLER THAT NO BRIBES, KICKBACKS, OR GRATUITIES HAVE BEEN OR WILL BE OFFERED TO, OR GIVEN TO (DIRECTLY OR INDIRECTLY) CONTRARY TO UNITED STATES LAW, OR HAVE BEEN OR WILL BE ARRANGED CONTRARY TO UNITED STATES LAW, WITH OFFICERS, OFFICIALS, OR EMPLOYEES OR AGENTS OF THE FOREIGN GOVERNMENT BY THE SELLER, ITS EMPLOYEES OR AGENTS WHICH ARE INTENDED TO SECURE THE PURCHASE AGREEMENT WITH THE FOREIGN GOVERNMENT OR THIS ORDER OR FAVORABLE TREATMENT UNDER SUCH AGREEMENTS OR FOR ANY OTHER PURPOSE RELATING TO THE PURCHASE AGREEMENT WITH THE FOREIGN GOVERNMENT OR THIS ORDER.

4. ACCEPTANCE AND IMPLEMENTATION OF THIS ORDER CONSTITUTES AGREEMENT BY THE SELLER TO IDENTIFY THE FULL AMOUNT OF ANY PAYMENT RECEIVED UNDER THIS ORDER IN ITS ACCOUNTING RECORDS AND TO PROVIDE A CLEAR AUDIT TRAIL OF THE USE OF THESE FUNDS.

5. EXPORT TRANSPORTATION COSTS FINANCED UNDER THE TERMS OF THE PURCHASE AGREEMENT WITH THE FOREIGN GOVERNMENT WILL BE PAID ONLY TO STEAMSHIP, BARGE, TUG, AND AIRLINE COMPANIES OF UNITED STATES REGISTRY. SHIPMENTS MADE UNDER THIS ORDER BY THE SELLER SHALL BE IN ACCORDANCE WITH THE TRANSPORTATION INSTRUCTIONS PROVIDED BY THE BUYER.

6. ACCEPTANCE AND IMPLEMENTATION OF THIS ORDER CONSTITUTES AGREEMENT BY THE SELLER TO IDENTIFY AND TO CONSENT TO THE DISCLOSURE OF THE FOLLOWING ACCOUNTS TO (AND AT THE REQUEST OF) THE U.S. DEPARTMENT OF DEFENSE, THE U.S. DEPARTMENT OF JUSTICE OR U.S. FEDERAL GRAND JURIES:

- A. ACCOUNTS WHEREVER LOCATED IN THE NAME OF THE SELLER; AND
- B. ACCOUNTS LOCATED OUTSIDE THE UNITED STATES IN THE NAME OF THE PRINCIPAL EXECUTIVE OFFICERS OF THE SELLER (AND ANY NOMINEES) WHO HAVE BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED IN THIS ORDER.

THE TERM "CONSENT TO THE DISCLOSURE" FOR THE PURPOSE OF THIS PARAGRAPH INCLUDES AN AGREEMENT TO PROVIDE CONSENT DOCUMENTS AUTHORIZING THE DISCLOSURE OF SUCH INFORMATION UPON REQUEST.

7. THE BUYER HAS THE RIGHT TO SUSPEND PAYMENT TO THE SELLER UNDER THIS ORDER IN THE EVENT THE U.S. GOVERNMENT SUSPENDS PAYMENTS TO THE FOREIGN GOVERNMENT FOR ANY SUSPECTED OR CONFIRMED MISREPRESENTATION OR VIOLATION OF THIS CLAUSE BY THE SELLER.

8. ACCEPTANCE AND IMPLEMENTATION OF THIS ORDER CONSTITUTES A DECLARATION THAT NEITHER THE SELLER NOR ANY OF ITS EMPLOYEES ARE SUSPENDED OR DEBARRED FROM CONDUCTING BUSINESS WITH ANY AGENCY OF THE U.S. GOVERNMENT, AND THAT EXPORT PRIVILEGES ARE NOT SUSPENDED OR REVOKED.

9. THE BUYER WILL RELY ON THE SELLER'S ACCEPTANCE OF THIS CLAUSE TO MAKE A CERTIFICATION TO THE UNITED STATES GOVERNMENT. THE SELLER HEREBY AGREES TO INDEMNIFY AND HOLD THE BUYER HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, AND OTHER ASSOCIATED COSTS, INCLUDING LEGAL FEES, INCURRED AS A RESULT OF SELLER'S WILLFUL OR NEGLIGENT MISREPRESENTATION.