

ADVANCED EXTREMELY HIGH FREQUENCY (EHF) SYSTEM DEFINITION PROGRAM

Alternative Dispute Resolution Memorandum of Agreement Between The Department of The Air Force and Hughes Space & Communications Company

1. The Department of the Air Force (Air Force), and Hughes Space & Communications Company (collectively the Parties) have entered into contract F04701-99-C-0028 for the Advanced EHF System Definition program. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. This contract contains the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the parties also recognize that Alternative Dispute Resolution (ADR) procedures involving collaborative techniques can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which detracts from mission accomplishment.
2. The Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the contracting officer's level. If negotiations reach an impasse, the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation. The Parties further agree that any ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.
3. Consistent with FAR 33.214, in cases where the parties decide to use ADR, the parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.

4. If the contracting officer rejects a contractor's request to use ADR proceedings, the contracting officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C.572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). In any case where a contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

5. It is not the intent of the parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

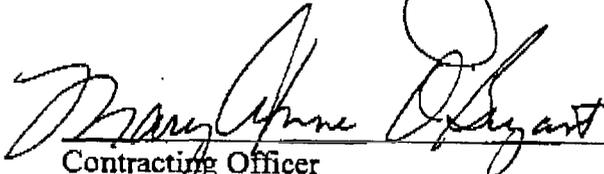
6. In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.



System Program Director
Print Name: Craig R. Cooning, Brig Gen

SEP 24 1999

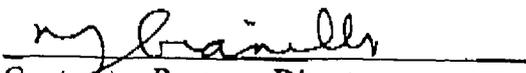
Date



Contracting Officer
Print Name: Mary Anne O'Bryant

Date

22 Sep 99



Contractor Program Director
Print Name: M.J. Gianelli
VP and GM, DoD Civil Programs

Date

9/21/99



Contractor Director of Contracts
Print Name: G.W. Chapluk

Date

9/21/99

ADVANCED EXTREMELY HIGH FREQUENCY (EHF) ENGINEERING MODEL PROGRAM

Alternative Dispute Resolution Memorandum of Agreement Between The Department of The Air Force and TRW, Inc.

1. The Department of the Air Force (Air Force), and TRW, Inc. (collectively the Parties) have entered into contract F04701-97-C-0025 for the Advanced EHF Engineering Model program. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. This contract contains the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the parties also recognize that Alternative Dispute Resolution (ADR) procedures involving collaborative techniques can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which detracts from mission accomplishment.

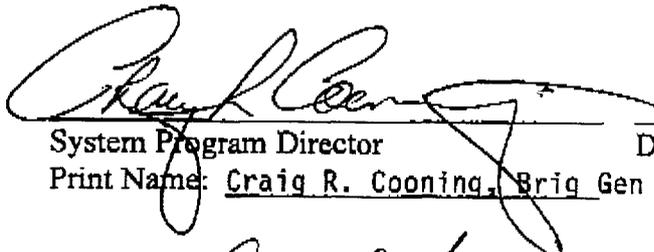
2. The Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the contracting officer's level. If negotiations reach an impasse, the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation. The Parties further agree that any ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.

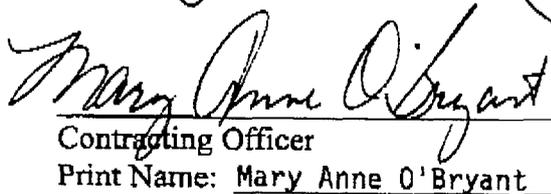
3. Consistent with FAR 33.214, in cases where the parties decide to use ADR, the parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.

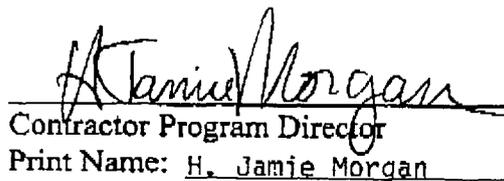
4. If the contracting officer rejects a contractor's request to use ADR proceedings, the contracting officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C.572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). In any case where a contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

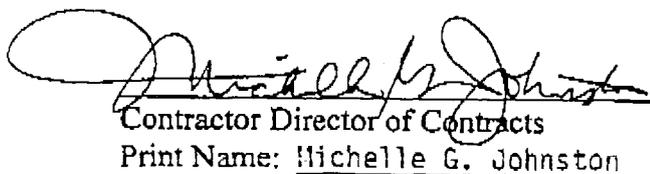
5. It is not the intent of the parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

6. In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.


System Program Director Date SEP 24 1999
Print Name: Craig R. Cooning, Brig Gen


Contracting Officer Date 21 Sep 99
Print Name: Mary Anne O'Bryant


Contractor Program Director Date 9/15/99
Print Name: H. Jamie Morgan


Contractor Director of Contracts Date 9/15/99
Print Name: Michelle G. Johnston

ADVANCED EXTREMELY HIGH FREQUENCY (EHF) ENGINEERING MODEL PROGRAM

Alternative Dispute Resolution Memorandum of Agreement Between The Department of The Air Force and Hughes Space & Communications Company

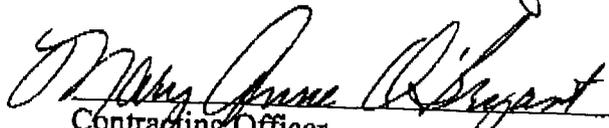
1. The Department of the Air Force (Air Force), and Hughes Space & Communications Company (collectively the Parties) have entered into contract F04701-97-C-0026 for the Advanced EHF Engineering Model program. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. This contract contains the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the parties also recognize that Alternative Dispute Resolution (ADR) procedures involving collaborative techniques can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which detracts from mission accomplishment.
2. The Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the contracting officer's level. If negotiations reach an impasse, the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation. The Parties further agree that any ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.
3. Consistent with FAR 33.214, in cases where the parties decide to use ADR, the parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR technique and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.

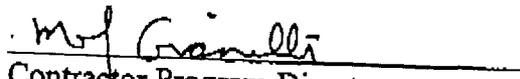
4. If the contracting officer rejects a contractor's request to use ADR proceedings, the contracting officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C.572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). In any case where a contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

5. It is not the intent of the parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

6. In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.


System Program Director
Print Name: Craig R. Cooning, Brig Gen
Date: SEP 24 1999


Contracting Officer
Print Name: Mary Anne O'Bryant
Date: 22 Sep 99


Contractor Program Director
Print Name: M.J. Gianelli
VP and GM, DoD Civil Programs
Date: 9/21/99


Contractor Director of Contracts
Print Name: G.W. Chapluk
Date: 9/21/99

Defense Satellite Communications System (DSCS)

Alternative Dispute Resolution Memorandum of Agreement Between

**The Department of the Air Force
And**

Lockheed Martin Missiles and Space (LMMS)

1. The Department of the Air Force (Air Force), and Lockheed Martin Missiles & Space (collectively the Parties) have entered into contracts F04701-84-C-0072 for Production of DSCS III Satellites B8-B14, F04701-95-C-0037 for DSCS III Orbital Operations Support, and F04701-96-C-0023 for the DSCS III Service Life Enhancement Program (SLEP). The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. Contract F04701-84-C-0072 contains the "Disputes" clause (7-103.12(a) (DAC 76-42) and (b) (DAC 76-24), and contracts F04701-95-C-0037 and F04701-96-C-0023 contain the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the Parties also recognize that Alternative Dispute Resolution (ADR) procedures can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which distracts from mission accomplishment.
2. Lockheed Martin Corporation and the Department of the Air Force have previously entered into a corporate agreement that set forth the overarching principles concerning the use of alternative dispute processes. In keeping with the objectives of the agreement, the Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the Contracting Officer's level. If negotiations reach an impasse, and the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation, the ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.
3. Consistent with FAR 33.214, in cases where the Parties decide to use ADR, the Parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit

requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.

4. If the Contracting Officer rejects the contractor's request to use ADR proceedings, the Contracting Officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C. 572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). If the contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

5. It is not the intent of the Parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the Parties, or the legal rights and obligations of the Parties set forth therein. Should there be any conflict between this agreement and contracts F04701-84-C-0072, F04701-95-C-0037 and F04701-96-C-0023, the latter shall take precedence. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

6. In the event either party believes a particular issue is not well suited to ADR or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.


Craig R. Cooning, Brig Gen, USAF
Program Director
MILSATCOM Joint Program Office

SEP 24 1999

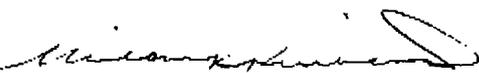
Date



Eileen A. Pratte
Contracting Officer - DSCS

Date

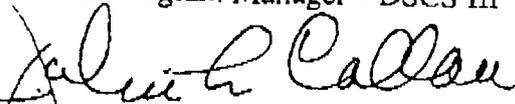
21 Sep 1999



Wilson Kinkead
LMMS Program Manager - DSCS III

Date

September 17, 1999



John Callan
LMMS Director of Contracts & Configuration / Data Management

Date

9/17/99

**Milsatcom Systems Support and Software Tools
Development and Sustainment Program**

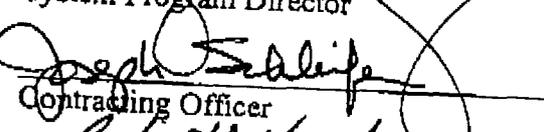
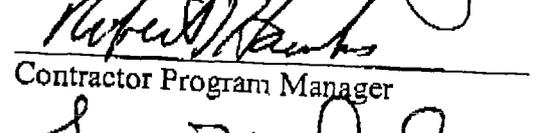
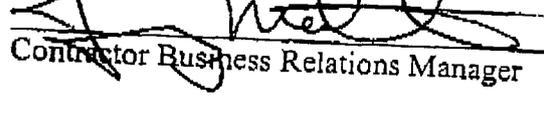
**Alternative Dispute Resolution
Memorandum of Agreement
Between
The Department of The Air Force
and
LinCom Corporation**

1. The Department of the Air Force (Air Force), and LinCom Corporation (collectively the Parties) have entered into contract(s) F04701-98-C-0046 to acquire systems support and software tools development and sustainment. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. This (These) contract(s) contain(s) the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the parties also recognize that Alternative Dispute Resolution (ADR) procedures involving collaborative techniques can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which detracts from mission accomplishment.
2. The Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the contracting officer's level. If negotiations reach an impasse, the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 32.2 to reduce or eliminate the need for litigation. The Parties further agree that any ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.
3. Consistent with FAR 33.214, in cases where the parties decide to use ADR, the parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.

4. If the contracting officer rejects a contractor's request to use ADR proceedings, the contracting officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C.572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). In any case where a contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

5. It is not the intent of the parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

6. In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.

 System Program Director	<u>SEP 24 1999</u> Date
 Contracting Officer	<u>20 Sep 99</u> Date
 Contractor Program Manager	<u>9/14/99</u> Date
 Contractor Business Relations Manager	<u>9/14/99</u> Date

Milstar II/Milstar Satellite Engineering Program

Alternative Dispute Resolution
Memorandum of Agreement
Between
The Department of The Air Force
and
Lockheed Martin Missiles and Space

1. The Department of the Air Force (Air Force) and Lockheed Martin Missiles & Space (collectively the Parties) have entered into contracts F04701-92-C-0049 and F04701-97-C-0042 to acquire the Milstar II System and Milstar Satellite Engineering support. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. These contracts contain the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the Parties also recognize that Alternative Dispute Resolution (ADR) procedures can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which distracts from mission accomplishment.
2. Lockheed Martin Corporation and the Department of the Air Force have previously entered into a corporate agreement that set forth the overarching principles concerning the use of alternative dispute processes. In keeping with the objectives of the agreement, the Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the Contracting Officer's level. If negotiations reach an impasse, and the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation, the ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.
3. Consistent with FAR 33.214, in cases where the Parties decide to use ADR, the Parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.
4. If the Contracting Officer rejects the contractor's request to use ADR proceedings, the Contracting Officer shall provide the contractor a written explanation citing one or

more of the conditions in 5 U.S.C.572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). If the contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

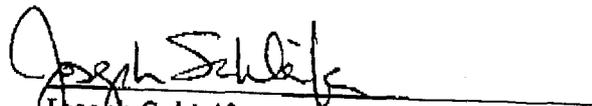
5. It is not the intent of the Parties that this agreement alter, supplement or deviate from the terms and conditions of any contracts between the Parties, or the legal rights and obligations of the Parties set forth therein. Should there be any conflict between this agreement and contracts F04701-92-C-0049 or F04701-97-C-0042, the latter shall take precedence. Any changes to those contracts must be executed in writing by authorized contracting officials.

6. In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.


Craig R. Cooning, Brig. Gen., USAF
Program Director
MILSATCOM Joint Program Office

SEP 24 1999

Date


Joseph Schleifer
Contracting Officer

Date

21 Sep 99


John K. Buffin
Program Manager
Milstar II Program
Lockheed Martin Missiles & Space

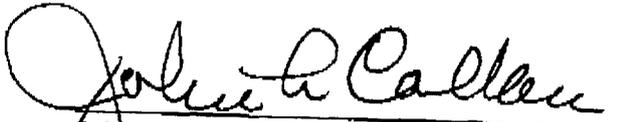
Date

15 Sep 99



Howard E. Davis
Program Manager
Milstar Satellite Engineering Program
Lockheed Martin Missiles & Space

9/14/99
Date



John L. Callan
Director of Contracts & Configuration/
Data Management
Lockheed Martin Missiles & Space

9/16/99
Date

**Overarching Principles
Between The Department of The Air Force
and
TRW Inc.
Concerning Use of Alternative Dispute Resolution Processes**

The Department of the Air Force (Air Force) and TRW Inc. share a mutual objective to supply America's warfighters with technologically advanced and reliable equipment in a timely manner to promote swift, safe and successful accomplishment of the national defense mission. Drawn out litigation consumes resources and funds, detracting from this mission accomplishment. We recognize that for many business disputes there is a less expensive, more effective method of resolution than the traditional lawsuit. Alternative Dispute Resolution (ADR) procedures involve collaborative techniques which can often spare the Air Force and TRW the high cost and wear and tear of litigation.

In recognition of the foregoing, we confirm our mutual commitment to use of ADR processes in accordance with the following principles:

- Conduct our existing and prospective future business in a manner that will avoid or minimize disputes.
- Following contract award, all Air Force/TRW teams are encouraged to jointly review a particular contract's goals and objectives and identify all potential obstacles to its timely and effective completion. The team will periodically assess progress and success in overcoming these obstacles.
- Resolve all contractual issues in controversy at the program/contract execution level whenever possible, recognizing that the best knowledge of the issues involved is generally at the program level, and that resolution of problems at the contract execution level fosters teamwork in pursuing mutually satisfactory solutions.
- In the event an issue in controversy cannot be resolved through contracting officer negotiation, ADR, which involves various collaborative techniques to facilitate resolution, should be used to settle the dispute in lieu of litigation.
- Air Force and TRW management will be advised in a timely manner of any failure to make satisfactory progress in a dispute resolution at the contract execution level and will work together to support use of ADR to achieve settlement.

- Consistent with FAR 33.214, specific ADR collaborative techniques, timelines and identification of neutrals appropriate to the issues in controversy will be mutually agreed to in writing before the ADR process begins.
- If it is necessary for the parties to protect information during the ADR process, the parties will enter into a confidentiality agreement to maintain such information in confidence to the extent permitted by law.
- It is not the intention of the parties to alter, supplement or deviate from the contract(s) and the legal rights and obligations of the parties set forth therein. Any changes to the contract(s) must be executed in writing by authorized contracting officials.
- In the event either party believes that a particular dispute is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may elect to opt out of the ADR processes and proceed as otherwise provided under contract, regulation or statute.



DARLEEN A. DRUYUN
Principal Deputy Assistant Secretary (Contracting)
of the Air Force (Acquisition & Management)

11-8-98



WILLIAM B. LAWRENCE
Executive Vice President, General Counsel
and Secretary

Global Broadcast Service Program

Alternative Dispute Resolution Memorandum of Agreement Between The Department of The Air Force and Raytheon Systems Company

1. The Department of the Air Force, and Raytheon Systems Company (collectively the Parties) have entered into contract F04701-97-C-0044 to acquire the Global Broadcast Service (GBS) System. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. This contract contain the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the parties also recognize that Alternative Dispute Resolution (ADR) procedures involving collaborative techniques can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which detracts from mission accomplishment.
2. Raytheon Company and the Department of the Air Force have previously entered into a corporate agreement that sets forth the overarching principles concerning the use of alternate dispute processes. In keeping with the objectives of the agreement, the Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the contracting officer's level, including consultation with Air Force and Raytheon management as appropriate. The Parties agree to advise Air Force and Raytheon management in a timely manner of any failure to make satisfactory progress in a dispute resolution at the contract execution level. If negotiations reach an impasse, the Parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation. The Parties further agree that any ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.
3. Consistent with FAR 33.214, in cases where the parties decide to use ADR, the parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements;

protecting confidentiality of ADR proceedings; and a provision for termination of the agreement.

4. If the contracting officer rejects a contractor's request to use ADR proceedings, the contracting officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C. 572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). In any case where a contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

5. It is not the intent of the parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

6. In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during or after the ADR process.

<u>P. Durkin</u> Program Director MILSATCOM Joint Program Office	<u>9/29/99</u> Date
<u>John B. Hamilton</u> Contracting Officer GBS Joint Program Office	<u>28 Sep 99</u> Date
<u>M. C. Colwell</u> GBS Program Director Raytheon Systems Company	<u>9/27/99</u> Date
<u>Ray A. Fuller</u> GBS Contracts Manager Raytheon Systems Company	<u>27 Sept 99</u> Date

Milstar Mobile Constellation Control Station Program

Alternative Dispute Resolution Memorandum of Agreement Between The Department of The Air Force and Lockheed Martin Astronautics

1. The Department of the Air Force (Air Force) and Lockheed Martin Astronautics (collectively the Parties) have entered into contract F04701-90-C-0104 to acquire the Milstar Mobile Constellation Control Station program. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. These contracts contain the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the Parties also recognize that Alternative Dispute Resolution (ADR) procedures can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which distracts from mission accomplishment.
2. Lockheed Martin Corporation and the Department of the Air Force have previously entered into a corporate agreement that set forth the overarching principles concerning the use of alternative dispute processes. In keeping with the objectives of the agreement, the Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the Contracting Officer's level. If negotiations reach an impasse, and the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation, the ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.
3. Consistent with FAR 33.214, in cases where the Parties decide to use ADR, the Parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.
4. If the Contracting Officer rejects the contractor's request to use ADR proceedings, the Contracting Officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C.572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). If the contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

5. It is not the intent of the Parties that this agreement alter, supplement or deviate from the terms and conditions of any contracts between the Parties, or the legal rights and obligations of the Parties set forth therein. Should there be any conflict between this agreement and contract F04701-90-C-0104, the latter shall take precedence. Any changes to this contract must be executed in writing by authorized contracting officials.

6. In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.

P. Cooning
Craig R. Cooning, Brig. Gen., USAF
Program Director
MILSATCOM Joint Program Office

9/29/99
Date

Joseph Schleifer
Joseph Schleifer
Contracting Officer

28 Sep 99
Date

Robert Gonzales
Robert Gonzales
Program Manager
Milstar Mobile Constellation Control Station Program
Lockheed Martin Astronautics

9/21/99
Date

Michael Freed
Michael Freed
Director of Contracts
Lockheed Martin Astronautics

9/28/99
Date