

Joint Precision Approach and Landing System
(JPALS)

Alternative Dispute Resolution

Memorandum of Agreement

Between

The Department of The Air Force

and

Raytheon Company
d/b/a Raytheon Systems Company

1. The Department of the Air Force (Air Force), and Raytheon Company, d/b/a Raytheon Systems Company (the Contractor) (collectively the Parties) have entered into Contract No. F19628-99-C-0039 to acquire Joint Precision Approach and Landing System studies. 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 FAR "Disputes" clause (52.233-01) 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 often 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 Subpart 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 mutually satisfactory solution.
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 ADR 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 ADR 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(c) & FAR 33.214(b). In any case, where 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 Memorandum of Agreement alter, supplement or deviate from the terms and conditions of the Contract between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to the 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 Memorandum of Agreement shall be deemed to prevent either party from preserving or exercising its legal rights and remedies during or in lieu of the ADR process.

Stephen J. Chiniwalski
 Stephen J. Chiniwalski
 System Program Director

25 Sep 99
 Date

Barbara B. Lawrence
 Barbara B. Lawrence
 Contracting Officer

28 Sep 99
 Date

Raytheon JPALS Program Director
 Raytheon JPALS Program Director

27 Sep 1999
 Date

Raytheon Contract Manager
 Raytheon Contract Manager

27 September 1999
 Date

OPTIONAL FORM 93 (7-90) **SORRY!**

FAX TRANSMITTAL # of pages = 31

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NSN 7540 01-317-7368 5029-101 GENERAL SERVICES ADMINISTRATION