



CONSULTING AGREEMENT

AGREEMENT made by and between NARDA MICROWAVE, an L-3 COMMUNICATIONS COMPANY, a New York corporation, (hereinafter "COMPANY"), and _____ (hereinafter "CONSULTANT").

In consideration of the promises and mutual obligations hereafter set forth, the parties hereto agree as follows:

1. CONDITIONS

This Agreement is made by THE COMPANY for the purposes of retaining the services of _____ as a consultant. This contract is expressly made conditional on the CONSULTANT'S assent to, and strict compliance with, all of the terms and conditions stated below. A material factor in the COMPANY'S decision to retain _____ as a CONSULTANT was the response to the forms and certifications completed by CONSULTANT prior to and concurrent with the execution of this Agreement.

By execution of the Consultant Agreement, the CONSULTANT does now so certify and promise full compliance with the provisions of all certifications, forms, contractual provisions, and laws and regulations pertaining to the performance of services by CONSULTANT.

2. TERM OF AGREEMENT

The term of this agreement shall commence on _____ and shall remain in effect through _____, or until such earlier termination of the consultant services as hereinafter provided. This agreement supersedes all prior agreements.

3. DUTIES OF CONSULTANT

CONSULTANT shall provide consulting services to COMPANY as set forth in Attachment A ("Statement of Work), at such COMPANY facilities and other locations as the performance of services hereunder may require.

CONSULTANT'S primary contact with COMPANY shall be _____, referred to hereinafter as the Agreement Monitor.

It is understood and agreed that the CONSULTANT shall not engage in any effort on behalf of COMPANY to lobby (i.e., to influence or attempt to influence) Congress, any Federal agency, any Member of Congress, any Federal officer, or any Federal agency employee or employee of a Member of Congress, unless such activity is expressly directed or approved by the Agreement Monitor in writing.



CONSULTING AGREEMENT

4. COMPENSATION FOR SERVICES

- A. As full compensation for services performed by CONSULTANT hereunder, COMPANY agrees to pay CONSULTANT in accordance with the negotiated firm fixed price rate as outlined in the Purchase Order, plus certain reimbursable expenses incurred in connection with the rendering of services on COMPANY'S behalf:
- (I) CONSULTANT is required to attach receipts for the following expenditures to submitted invoices in form satisfactory to COMPANY: Travel expenses: including expenditures for hotels, meals, air or rail fare, taxis, car rental (at locations other than CONSULTANT'S office), mileage for use of personal automobile, parking and toll fees, and telephone.
 - (ii) Expenses will be reimbursed only when approved in advance by the Agreement Monitor. In connection therewith, it is agreed that CONSULTANT will strictly observe:
 - (a) Applicable restrictions relating to the entertainment of military and government officials and employees and to the giving of any thing of value to such officials and employees, and
 - (b) Applicable restrictions relating to the entertainment of and to the giving of any thing of value to Members of Congress, Congressional staff, and employees of Congress.
- B. COMPANY agrees to make payment promptly upon receipt and acceptance of CONSULTANT'S invoices. CONSULTANT is required to submit with each invoice an itemized breakdown of any time spent under this agreement. For invoices claiming reimbursement for expenses, CONSULTANT is required to attach receipts for such expenditures in form satisfactory to COMPANY. Each invoice submitted shall also contain the following statement: "SUBMISSION OF THIS INVOICE CERTIFIES COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE CONSULTING AGREEMENT UNDER WHICH THIS INVOICE IS SUBMITTED, AND CERTIFIES COMPLIANCE WITH ALL LAWS, REGULATIONS AND COMPANY POLICIES AND PROCEDURES REFERENCED THEREIN." Invoices and required supporting documentation will be submitted to NARDA MICROWAVE, Attention:
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5. RELATIONSHIP OF PARTIES

In the performance of services under this agreement, CONSULTANT'S relationship to COMPANY shall be that of a consultant to provide services on an independent contractor basis. As such, CONSULTANT will not be an employee of COMPANY and will not be entitled to unemployment insurance, worker's compensation coverage, or any other type or form of insurance or benefit normally provided for COMPANY employees. Further, COMPANY will not be responsible for the withholding of federal income, state income, or social security taxes from fees and expenses paid to CONSULTANT.



CONSULTING AGREEMENT

6. PROPRIETARY AND SENSITIVE INFORMATION

COMPANY may, from time to time, furnish CONSULTANT with literature, data, or technical information, which COMPANY considers necessary to the CONSULTANT for the performance of services pursuant to this Agreement. In the event any of the furnished material is proprietary or sensitive. COMPANY shall so inform CONSULTANT and CONSULTANT also agrees to return all such materials as COMPANY may request upon the expiration or termination of this Agreement, whichever shall occur first.

In addition, the CONSULTANT agrees to sign and abide by the COMPANY's "Proprietary Information Non-Disclosure Agreement," a copy of which is enclosed and is incorporated into this Agreement by reference

7. ACCESS TO CLASSIFIED INFORMATION

Performance of this Agreement may require access to information involving National Security up to and including SECRET. If access is required CONSULTANT shall furnish the NARDA MICROWAVE SECURITY DEPARTMENT with all data required to obtain or verify a personal security clearance with access to SECRET. Notwithstanding any provision of this Agreement to the contrary, CONSULTANT shall not perform work involving National Security information until CONSULTANT'S security clearance has been obtained or verified by COMPANY.

8. GOVERNMENT AND COMPETITOR DATA AND INFORMATION

CONSULTANT agrees that it will not solicit, attempt to obtain, or receive any information that is security classified or procurement sensitive, directly or indirectly, from the U.S. Government or any other source where it is clear that release is unauthorized or in circumstances where there is reason to believe that such information cannot lawfully be in COMPANY'S possession. The same prohibitions apply to information of another company that is business confidential or proprietary. For the purpose of this Agreement, the term "information" includes documents, video and audio materials, oral transmissions, electronic data, and any other method or means by which information might be conveyed.

9. INTELLECTUAL PROPERTY

CONSULTANT agrees to assign, convey and transfer to COMPANY without requirement for further consideration, each and every invention, discovery, patent and improvement relating to the field of effort covered by the Statement of Work, conceived or developed by CONSULTANT during performance of the agreement and upon request shall execute any required papers and furnish all reasonable assistance to COMPANY to vest all right, title and interest in such matters in COMPANY.



CONSULTING AGREEMENT

10. CERTIFICATIONS AND REPRESENTATIONS

- A. By execution of this Agreement, CONSULTANT represents and certifies that he or she has not been convicted of or pleaded guilty to a federal offense involving fraud, corruption or moral turpitude and is not now listed by any federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for federal procurement programs.
- B. By execution of this Agreement, CONSULTANT agrees to disclose to Narda all current and prior (within the past 12 months) consultant activities performed for other companies, firms, or business organizations which, in CONSULTANT'S judgment, could present a conflict of interest in CONSULTANT'S performance of duties for Narda. Furthermore, CONSULTANT agrees to disclose to Narda any such consultant activities entered into during the term of this Agreement.
- C. In performing this agreement, CONSULTANT agrees to comply with applicable laws and regulations and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform any unlawful act. To that end CONSULTANT will execute the Certifications attached to this Agreement and agrees to provide supporting information and to execute certifications as may be required to permit COMPANY to fully comply with applicable government regulations which may become effective during the term of this Agreement.

Failure or refusal to furnish in a timely manner any required certification or disclosure upon request from either COMPANY or a U.S. government procurement authority shall be the basis for immediate termination of this Agreement.

- D. CONSULTANT represents that CONSULTANT has and will make full disclosure during the term of this Agreement of each instance where CONSULTANT is currently providing a supplier, customer, or competitor of COMPANY services similar to those provided for hereunder or has provided such services during a period of twelve months prior to the date of any certification provided pursuant to FAR 52.209-7 and OFPP Letter 89-1. CONSULTANT further represents that he or she will make disclosure to COMPANY prior to entering into any such arrangements in the future and will provide current certifications as may be requested by COMPANY in order to facilitate its compliance with applicable laws and regulations.
- E. CONSULTANT acknowledges that he or she has received a copy of COMPANY'S Code of Ethics and Business Conduct and represents that CONSULTANT will comply with all applicable provisions thereof.

11. ASSIGNMENT

Neither this Agreement nor any interest herein shall be assignable by the CONSULTANT. COMPANY reserves the right to assign its rights and obligations hereunder to any subsidiary, affiliate, or successor in interest.



CONSULTING AGREEMENT

12. TERMINATION

- A. Either party may terminate this Agreement without cause by fifteen- (15) calendar days written notice to the other party. In the event of termination with or without cause, COMPANY'S obligations will be limited to fees earned and expenses incurred by CONSULTANT to the effective date of termination. Any reports in progress at the time of termination, for cause or otherwise, will be submitted by CONSULTANT to COMPANY at no additional fee.
- B. This Agreement shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder, improper payments are made, unlawful conduct is engaged in, or any part of the fee or expenses payable under this Agreement is used for an illegal purpose.

13. ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement, together with all amendments, (a) shall be construed in accordance with the laws of the State of New York; and (b) constitutes the entire understanding of the parties concerning its subject matter; (c) may be altered or amended only in writing signed by both parties concurrently with or subsequent to its date of execution; and (d) supersedes all prior written or oral understandings of the parties (including predecessors or assigns) concerning its subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the _____ day of _____, 20_____.

FOR CONSULTANT:

FOR NARDA MICROWAVE, AN L-3
COMMUNICATIONS COMPANY:

Date

Date