### Security Agreement

This Agreement, entered into this day of 19, 1999, by and between THE UNITED STATES OF AMERICA through the Defense Contract Administration Services, Defense Supply Agency, acting as the Department of Defense (hereinafter called the Government) and (i) a corporation organized and existing under the laws of the State of (ii) a partnership consisting of (iii) an individual trading as with its principal office and place of business in the city of State of (hereinafter called the Contractor).

Whereas, the Government, through the Department of the Army, the Department of the Navy, and the Department of the Air Force, has in the past purchased or may in the future purchase from the Contractor supplies or services which are required and necessary to the national defense of the United States, or may write bills or request quotations or propose contracts for the purchase of supplies or services which are required and necessary to the national defense of the United States, and

Whereas, it is essential that certain security measures be taken by the Contractor in order to preserve and maintain the security of the United States through the prevention of improper disclosure of classified information derived from matters affecting the national defense, sabotage, or any other act detrimental to the security of the United States.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter contained, the parties hereto agree as follows:

### Section I - Security Controls

(A) The Contractor agrees to provide and maintain a system of security controls within its own organization in accordance with the requirements of the Department of Defense Industrial Security Manual for Safeguarding Classified Information attached hereto and made a part of this agreement, subject, however, (i) to any revisions of the Manual required by the demands of national security as determined by the Government, notice of which has been furnished to the Contractor, and (ii) to mutual agreements entered into by the parties in order to adapt the Manual to the Contractor's business and necessary procedures thereunder. In the event of any inconsistency between the Contractor's Standard Practice Procedures or its own use, such procedures to be consistent with the Department of Defense Industrial Security Manual for Safeguarding Classified Information. In the event of any inconsistency between the Contractor's Standard Practice Procedures or its own use, such procedures to be consistent with the Department of Defense Industrial Security Manual for Safeguarding Classified Information. In the event of any inconsistency between the Contractor's Standard Practice Procedures or its own use, such procedures to be consistent with the Department of Defense Industrial Security Manual for Safeguarding Classified Information. In the event of any inconsistency between the Contractor's Standard Practice Procedures or its own use, such procedures to be consistent with the Department of Defense Industrial Security Manual for Safeguarding Classified Information. In the event of any inconsistency between the Contractor's Standard Practice Procedures or its own use, such procedures to be consistent with the Department of Defense Industrial Security Manual for Safeguarding Classified Information.

(B) The Government agrees that it shall indicate when necessary by security classification (Top Secret, Secret, or Confidential), the degree of importance to the national defense of information pertaining to supplies, services, and other matters to be furnished by the Contractor to the Government or the Government to the Contractor, and the Government shall give written notice of such security classification to the Contractor and of any subsequent changes thereof, provided, however, that matters requiring security classification will be assigned the least restrictive security classification consistent with proper safeguarding of the matter concerned, since overclassification causes unnecessary operational delays and depresses the importance of correctly classified matter. Further, the Government agrees that when Atomic Energy information is involved it will when necessary indicate by a marking additional to the classification marking that the information is Restricted Data--Atomic Energy Act, 1946. The Contractor is authorized to rely on any letter or other written instrument signed by the contracting officer changing the classification of matter. The Government also agrees upon written application of the Contractor to designate employees of the Contractor who may have access to information classified Top Secret or Secret or to information classified Confidential when Restricted Data is involved, or to matters involving research, development, or production of cryptographic equipment, regardless of its military classification, and allow employees to have access to any classified matter.

(C) The Contractor agrees that it or it shall determine that any subcontractor, subdivider, individual, or organization proposed by it or that the furnishing of supplies or services which will involve access to classified information in its or his custody must execute a Department of Defense Security Agreement which is still in effect, with any Military Department prior to being accorded access to such classified information.

### Section II - Inspection

Designated representatives of the Government responsible for inspection pertaining to industrial plant security shall have the right to inspect at reasonable intervals the premises, methods, and facilities utilized by the Contractor in complying with the requirements of the terms and conditions of the Department of Defense Industrial Security Manual for Safeguarding Classified Information. Should the Government, through its authorized representatives, determine that the Contractor's security methods, procedures, or facilities do not comply with such requirements, it shall submit a written report to the Contractor advising him of the deficiencies.

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Section III—MODIFICATION
Modification of this security agreement (as distinguished from the Industrial Security Manual for Safeguarding Classified Information, which may be modified in accordance with section I of this agreement) may be made only by written agreement of the parties hereto.

Section IV—TERMINATION
This agreement shall remain in effect until terminated through the giving of 30 days' written notice to the other party of intention to terminate; provided, however, notwithstanding any such termination, the terms and conditions of this agreement shall continue in effect so long as the Contractor has classified information in his possession or under his control.

Section V—PRIOR SECURITY AGREEMENTS
As of the date hereof, this security agreement repeals and succeeds any and all prior security or secrecy agreements, understandings, and representations with respect to the subject matter included herein, entered into between the Contractor and the Department of the Army, the Department of the Navy, and/or the Department of the Air Force. Provided, That the term "security or secrecy agreements, understandings, and representations" shall not include agreements, understandings, and representations contained in contracts for the furnishing of supplies or services to the Government hereunder entered into between the Contractor and the Department of the Army, the Department of the Navy, and/or the Department of the Air Force.

Section VI—SECURITY COSTS
This agreement does not obligate Government funds, and the Government shall not be liable for any costs or claims of the Contractor arising out of this agreement or instructions issued hereunder. It is recognized, however, that the parties may provide in other written contracts for security costs which may be properly chargeable thereto.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year first above written:

THE UNITED STATES OF AMERICA

By

(Authorized representative of the Government)

(Corporation)

Witness

By

(Title)

(Address)

NOTE.—In case of corporation, witnesses not required, but certificate below must be completed. Type or print name under all signatures.

CERTIFICATE

I, , certify that I am the

of the corporation named as Contractor herein; that

who signed this agreement on behalf of the Contractor, was then

of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing

body, and is within the scope of its corporate powers.

(Corporate Seal) (Signature)