

Merkava-Namer Certification

SUBCONTRACTOR'S CERTIFICATION AND AGREEMENT WITH GENERAL DYNAMICS LAND SYSTEMS INC. (GDLS) PURSUANT TO THE DEFENSE SECURITY COOPERATION AGENCY (DSCA) REQUIREMENTS.

Instructions: Read DSCA's Guidelines for Foreign Military Financing (FMF) of Direct Commercial Contracts located at <http://www.dsca.mil>. Subcontractors must fill in and complete all sections, 11 through 14; GDLS will not process Certifications with blank areas. Identify and attach supporting documentation if necessary.

Subcontractor, named below, in entering into an agreement to sell defense articles, defense services, or design and construction services to GDLS, acknowledges that any sum to be claimed as due and owing under the Subcontract or Purchase Order (hereafter sometimes referred to as the "Purchase Agreement", "Subcontract", or "Purchase Order") is to be paid, in whole or in part, to the Subcontractor by GDLS from U.S. Government funds made available to the purchasing foreign government ("Purchaser") under the provisions of the Arms Export Control Act, as amended. In consideration of the receipt of such sum, the Subcontractor certifies to and agrees with, the following:

1. Subcontractor agrees that it will comply in all respects with the "DSCA Guidelines for Foreign Military Financing of Direct Commercial Contracts" that is in effect and flowed down to Subcontractor when the Purchase Agreement was awarded. Further, should a newer version of the Guidelines be published subsequent to the award, Subcontractor agrees to comply in all respects with the "DSCA Guidelines for Foreign Military Financing of Direct Commercial Contracts" that is in effect and flowed down to Subcontractor when a Purchase Agreement amendment or modification is effective.
2. Subcontractor agrees to permit Defense Contract Management Agency (DCMA), with support of Defense Contract Audit Agency (DCAA), to conduct pricing reviews (including field pricing reviews and compliance to the requirements) on all sole source or non-competitive procurements of \$750,000 or more as a condition for FMF funding of the Purchase Agreement.
3. Subcontractor agrees to complete and accurate disclosure in connection with any and all pricing reviews (including field pricing reviews and compliance to the requirements) (hereafter, "pricing review") accomplished by DCMA/DCAA in support of sole source or non-competitive procurements of \$750,000 or more, or in other circumstances where such a pricing review is required by DSCA or the Purchaser via GDLS. Subcontractor acknowledges, that as a further condition of FMF funding of the Purchase Agreement, findings as to the fairness and reasonableness of the price may be provided to the GDLS and the purchasing foreign government.
4. Subcontractor agrees that authorized representatives of the United States Government shall have access to and the right to examine, for a period of three (3) years following the final payment to the Subcontractor, any of Subcontractor's or its subcontractors' (unless exempted by a – e below) directly pertinent books, documents, papers, or other records involving transactions related to the Purchase Agreement.

The following subcontracts with suppliers are exempted from this provision:

- a. Those orders equal to or less than \$100,000 in value.
- b. Those orders in implementation of a Purchase Agreement awarded to the Subcontractor on a competitive lowest responsive bid or best bid/best value basis.
- c. Those orders for common hardware (see footnote 1) and/or raw materials (see footnote 2).
- d. Those orders for commercially available U.S. off-the-shelf items (see footnote 3).
- e. Those orders issued and effective prior to date of the Purchase Agreement identified above.

Subcontractor agrees to provide documentation, upon request, of claimed exemptions.

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5. Subcontractor shall provide written compliance to the certification signed by GDLS. Subcontractor shall obtain and provide written compliance to GDLS from its first-tier subcontractors (i.e., GDLS' second-tier subcontractors) to the certification signed by GDLS (except for those subcontractors exempted under paragraph 4 above). Multi-year contracts must also meet this flow-down requirement. This includes cumulative subcontract amounts with all aggregate orders, modifications, and amendments under the Purchase Agreement.
6. United States Government (USG) funds will be used to finance the Purchase Agreement. Subcontractor agrees acceptance of the Purchase Agreement will constitute notification acknowledgment of USG financing.
7. Subcontractor agrees that acceptance and implementation of the Purchase Agreement constitutes a declaration and agreement by Subcontractor's principal executive officers that no bribes, rebates, gifts, kickbacks, or gratuities to secure the Purchase Agreement or for favorable treatment under such agreements, or for any other purpose relating to the Purchase Agreement have been or will be directly or indirectly offered or given to, or have been or will be arranged with Purchaser or GDLS' officers, officials, or employees by Subcontractor, its employees, or agents.
8. Subcontractor certifies that USG funds received by the Subcontractor under the Purchase Agreement will not be used to purchase services, other than those disclosed in paragraph 12 below and approved by DSCA via GDLS, from non-U.S. Subcontractors or individuals that are not U.S. citizens or resident aliens of the United States, unless the financing of such services is expressly authorized by the DSCA via GDLS.
9. Subcontractor agrees that export transportation costs financed under terms of the Purchase Agreement will be paid only to steamship, barge, tug, and airline companies of United States registry unless such costs have been identified to and approved in writing by the Purchaser via GDLS prior to Subcontract award for payment with Purchaser's national funds. Subcontractor further agrees that amounts billed for such transportation shall be only the cost for shipping the defense articles provided under the terms of the Purchase Agreement. Freight forwarder services are not authorized for FMF funding unless specifically authorized and approved by DSCA via GDLS.
10. Subcontractor agrees that acceptance and implementation of the Purchase Agreement constitutes Subcontractor's agreement to identify and consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury: (1) Accounts wherever located in the name of such Subcontractor or supplier; and (2) Accounts located outside the United States in the name of the principal executive officers of such Subcontractor or supplier (and any nominees) who have been personally and substantially involved in the Purchase Agreement. The term "consent to the disclosure" for purposes of sub-paragraphs (a) and (b) of this paragraph includes agreement to provide consent documents authorizing the disclosure of such information upon request.

11. Subcontractor's Information

Subcontractor's Name

Subcontractor's Company

Address 1:

Address 2:

City/Town:

State/Province:

ZIP/Postal Code:

Country:

Email Address:

Phone Number:

Purchase Order Information

Purchaser: Government of

Subcontract or Purchase Order Number:

Supplying to: (subcontractor's direct customer):

Date of Purchaser Order

Amendment Number

Amendment Date

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12. Subcontractor certifies that the material, components, goods, or services (hereafter “content”) to be provided under the Purchase Agreement are of U.S. manufacture and/or origin. The dollar value of all non-U.S. content to be procured specifically for the Purchase Agreement is indicated below. Subcontractor certifies that following is the current cumulative total dollar value of non-U.S. content in the Purchase Agreement identified above (including all amendments).

Current cumulative total dollar value of non-U.S. content

Further, Subcontractor certifies that of the above amount of non-U.S. content, the following is the current cumulative total dollar amount of Purchaser (host nation) content.

current cumulative total dollar amount of Purchaser (host nation) content.

- a. Subcontractor agrees that regardless of whether DSCA approves financing of the total dollar value of non- U.S. content disclosed in this certification, or a lesser-specified dollar value of the disclosed non-U.S. content, or none of the disclosed non-U.S. content, the disclosed value will not be exceeded during the execution of the Purchase Agreement.
- b. Subcontractor agrees to promptly disclose to GDLS any change in value of non-U.S. content and to submit an amended Certification to GDLS if requested.
- c. Subcontractor agrees to maintain and provide to GDLS, if requested, supporting documentation for the value of both U.S. and non-U.S. origin content.

13. Subcontractor certifies that the recipient(s) and amount(s) of any commission, contingent fees, or similar compensation paid or to be paid in any way (to include payments to a bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to the Purchase Agreement are fully disclosed below. This requirement does not apply to a purchase that is for an amount less than the simplified acquisition threshold or to a purchase of commercial items that are sold at catalog or published prices.

Recipient(s) of commissions, contingent fees, or compensation:

Name:

Address:

AGGREGATE AMOUNT PAID OR TO BE PAID: (see footnote 4):

AGGREGATE AMOUNT INCLUDED IN PURCHASE AGREEMENT: (see footnote 4):

RELATIONSHIP TO SUBCONTRACTOR:

NATIONALITY:

- a. Subcontractor certifies that the Purchase Agreement price does not include commissions, contingent fees, or similar compensation paid or promised to any person for the purpose of soliciting or securing the Purchase Agreement, unless such payments have been identified to and approved in writing by the Purchaser via GDLS prior to Subcontract award for payment with repayable FMF credit or with the Purchaser's national funds.
- b. Subcontractor certifies that any commissions, contingent fees, or similar compensation paid or promised by the Subcontractor to any person in relation to soliciting the Purchase Agreement were not in violation of U.S. law or regulations.

14. By signature below, the named individuals hereby separately certify:

- a. That he or she has actual authority to sign on Subcontractor's behalf and to bind the Subcontractor with regard to all agreements and certifications contained herein;
- b. That this certification and agreement is being signed and submitted for the purpose of receiving payment under terms of the Purchase Agreement, identified herein, to be financed by U.S. Government funds;

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and c. That the information provided in this Certification and Agreement is complete and accurate to the best of each signatory's knowledge and belief after each has taken appropriate steps to verify the accuracy thereof. The person(s) signing the Purchase Agreement may not normally also sign this Certification and Agreement. In the event that the Subcontractor is a partnership, one general partner is required to sign this Certification and Agreement.

I certify under penalty of perjury that the foregoing certifications are complete and accurate to the best of my knowledge based upon: (1) written representation made to me by identifiable individuals within Subcontractor's company and which representations will be maintained for six years after receipt of the final payment made by GDLS on the Purchase Agreement; or (2) that I have exercised personal due diligence to ascertain that all statements in this certification are true and correct.

SUBCONTRACTOR'S AUTHORIZED SIGNATORY:

Name

Title

Date

footnotes:

footnote (1) Common hardware consists of commercially available, off-the-shelf items that do not require custom production or specific manufacture.

footnote (2) Raw materials are items that are in a natural state, not subject to manufacturing, refining, or finishing processes, and routinely stored without accountability or segregation based on origin.

footnote (3) Commercially available off-the-shelf item means a commercial item sold in substantial quantities in the commercial marketplace and offered to the U.S. Government without modification and in the same form in which it is sold in the commercial marketplace (see 41 USC 431). It does not include bulk cargo such as agricultural products and petroleum products.

footnote (4) N/A is not a proper response to this question. Certifying Subcontractor must write zero or the amount paid in this space.