



**INTERNATIONAL TRAFFIC IN ARMS
REGULATIONS (ITAR) CERTIFICATE —
REPORTING OF POLITICAL CONTRIBUTIONS,
FEES OR COMMISSIONS (ITAR Part 130)
IN-009 (12/11)**

Refs: 22 U.S.C. 2779; 22 CFR Part 130;
18 U.S.C. 1001; et al.

This Certification pertains to the reporting of political contributions, fees or commissions involving foreign sales of Defense Articles or Services and is applicable to Raytheon's Solicitations and Purchase Orders at or above \$500,000 issued under Raytheon's Foreign Direct or Foreign Military Sales customer contract.

Instructions

Section 39 of the Arms Export Control Act (22 U.S.C. § 2779), as implemented by the Department of State in the International Traffic in Arms Regulations (ITAR) requires Raytheon to report to the U.S. Government any and all political contributions, fees or commissions paid, or offered or agreed to be paid, with respect to the customer contract (hereinafter the "Raytheon's Customer Contract") set forth below. (The ITAR requirements regarding and definitions of political contributions, fees and commissions are found in 22 CFR Part 130.)

Raytheon is also required to obtain information on and disclose all political contributions and fees or commissions paid, or offered or agreed to be paid by Raytheon's seller (hereinafter "Offeror") as a supplier in respect to Raytheon's Customer Contract. Accordingly, Offeror is required to provide the information set forth in the following Certification as soon as possible but not later than the earlier of (i) Offeror's submittal of its response to Raytheon's Solicitation or (ii) fifteen (15) days from the date of issuance of Raytheon's Purchase Order.

Raytheon is further required to submit a supplementary report when subsequent developments cause the information initially reported to be no longer accurate or complete. This supplementary report must be filed with the Department of State, Directorate of Defense Trade Controls within thirty (30) days of the occurrence of the event which necessitates filing. Therefore, Offeror must provide to Raytheon no later than fifteen (15) calendar days after such event occurs such additional information as is necessary to supplement Raytheon's initial filing. Such occurrences include payment, offer or agreement to make payment, or when requested by Raytheon or the Department of State, Directorate of Defense Trade Controls.

Note that not later than the earlier of (i) fifteen (15) calendar days after Offeror's submittal of its response to Raytheon's Solicitation or (ii) fifteen (15) days from the date of issuance of Raytheon's Purchase Order, Offeror shall either:

- (1) Complete this Certification and submit it to Raytheon at the address shown on Raytheon's Solicitation or Purchase Order set out below; or
- (2) Forward the detailed information required by this Certification directly to the Department of State, Directorate of Defense Trade Controls, and provide a letter to Raytheon at the address shown on the Raytheon Solicitation or Purchase Order specifying the aggregate amount of all political contributions, fees, or commissions paid, or offered or agreed to be paid, with respect to Raytheon's Customer Contract set forth below. Offeror shall also provide a statement certifying that the information required by the Certification below was reported directly to the Department of State, Directorate of Defense Trade Controls.

This Certification pertains to the following:

Raytheon's Customer Contract: _____

Raytheon's Solicitation Number: _____

Or

Raytheon's Purchase Order Number: _____

ITAR Part 130 Certification

Offeror hereby certifies as follows (note that all of the spaces below must be fully and accurately completed, attach additional sheets if required; if the correct response is "none" or "not applicable", Offeror must so state):

Full Offeror Name: _____

A. If political contributions, fees or commissions have been paid, or offered or agreed to be paid, with respect to Raytheon's Customer Contract set forth above, please provide the following:

1. The amount of each political contribution, fee, or commission paid, or offered or agreed to be paid with respect to Raytheon's Customer Contract set forth above. (With respect to each payment reported, state whether such payment was in cash or in kind. If in kind, include a description and valuation thereof. Where precise amounts are not yet available because a payment has not yet been made, an estimate of the amount offered or agreed to be paid must be provided.)

2. The date or dates on which each reported amount was paid, or offered or agreed to be paid.

3. The person who paid, or offered or agreed to pay, such amount.

4. The recipient of each such amount, or intended recipient if not yet paid.

a. Name:

b. Nationality:

c. Address:

and

Principal Place of Business:

d. Recipient's Employer:

and

Title: _____

e. Recipient's relationship, if any, to Offeror, and to any foreign purchaser or end user:

5. The aggregate amounts of political contributions, fees or commissions, respectively, which shall have been reported.

B. If no political contributions, fees or commissions have been paid, or offered or agreed to be paid by Offeror, with respect to Raytheon's Customer Contract set forth above, please check the following:

NO POLITICAL CONTRIBUTIONS, FEES OR COMMISSIONS HAVE BEEN PAID, OR OFFERED OR AGREED TO BE PAID BY OFFEROR, WITH RESPECT TO RAYTHEON'S CUSTOMER CONTRACT SET FORTH ABOVE.

C. The undersigned hereby certifies to the truthfulness and accuracy of the foregoing information and warrants that such information shall be updated if any material changes occur.

D. This Certification is signed by Offeror's authorized representative. It is a criminal offense to make a willfully false representation to the U.S. Government (18 U.S.C. § 1001).

Authorized Signature of Offeror.

Certification of Offeror or Offeror's Authorized Representative:

By submitting this information, I am attesting to the accuracy of the information contained herein. I understand that I may be subject to penalties imposed by the United States Government if I misrepresent any information herein. **Offeror** further acknowledges that Raytheon shall rely on the representations provided by **Offeror** herein and that if any of **Offeror's** representations herein change during a period of performance, **Offeror** shall provide immediate written notice to the Raytheon representative to whom this document was originally provided.

Signature of **Offeror** or **Offeror's** Authorized Representative

Offeror Firm/Company Name

Printed Name and Title of Above Signatory

Address: _____

Date: _____

Telephone: _____

Facsimile: _____