

**2014 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
SUBMITTED TO NAVISTAR DEFENSE, LLC**

The company / individual below represents and certifies to Navistar Defense, LLC, and its subsidiaries and affiliates (hereinafter, “Navistar”) that the following information is current, accurate, and complete and will apply to all purchase orders / subcontracts issued to the named company / individual under Navistar’s Federal contracts or grants. The company / individual named below will immediately notify Navistar by contacting NDSupplier@navistar.com should any of the information change or be found to be incorrect:

COMPANY INFORMATION

Company Name:	
Physical Address:	
Street, City, State, 9 Digit Zip Code, Country	
Congressional District	
Telephone:	
Facsimile:	
Point of Contact:	
* Taxpayer ID:	
** Cage Code:	
DUNS Number:	
*** Applicable NAICS Codes:	
Signature Date:	
Authorizing Signature:	
Typed Name and Title of Signatory:	

* This is the number required by the Internal Revenue Service (IRS) to be used in reporting income tax and other returns. The Taxpayer ID Number (TIN) may be either a Social Security Number or an Employer Identification Number.

** This is the number assigned by the government to the company address listed – applies only if prime government work has been performed by the company / individual shown above.

*** List all that may apply. **Mandatory field** – a minimum of one NAIC should be referenced. Additional sheets may be attached, if necessary. If unsure of your primary NAIC designation, an updated list can be found at <http://www.sba.gov/contractingopportunities/officials/size/index.html>. Then select “Table of Size Standards”.

CAUTION: Federal law prescribes penalties and remedies for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract.

THE OFFEROR CERTIFIES THAT THE INFORMATION CONTAINED WITHIN THIS DOCUMENT IS TRUE AND ACCURATE TO THE BEST OF ITS KNOWLEDGE AND AGREES THAT SUCH REPRESENTATIONS AND CERTIFICATIONS SHALL FORM A PART OF ALL CONTRACTS AWARDED.

BY THE EXECUTION OF THIS DOCUMENT, THE OFFEROR AGREES TO PROVIDE IMMEDIATE WRITTEN NOTICE TO NAVISTAR DEFENSE IF, AT ANY TIME DURING THE EFFECTIVE PERIOD OF THIS DOCUMENT, THE UNDERSIGNED OFFEROR LEARNS THAT THIS DOCUMENT WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

**THE EFFECTIVE PERIOD OF THIS DOCUMENT IS:
CALENDAR YEAR 2014**

Representation and Certifications come from Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS). The entire clause and definitions may be accessed on the internet <http://farsite.hill.af.mil/vffara.htm>.

1. The subcontractor Does or Does Not have a current ORCA on file with the government?

Can you provide the DUNS Number the ORCA Cert is filed under?

DUNS Number:	
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2. **52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)**

(A) The Offeror certifies that in the subcontractors proceeding fiscal year, the subcontractor received

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1. Has or Has Not received 80 percent or more of annual gross revenues from United States Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements in the Offeror's preceding fiscal year; and
2. Has or Has Not received \$25,000,000 or more in annual gross revenues from United States Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements in the Offeror's preceding fiscal year; and
3. Has or Has Not in the previous tax year had gross income from all sources under \$300,000.

(B) Does the public have access to information about the compensation of Offeror's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.) Yes No

*Note: “Executive” means officers, managing partners, or any other employees in management positions.

“Total compensation” means the cash and noncash dollar value earned by the executive during the preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- (1) Salary and bonus.
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(C) Primary Performance Location:

Street, City, State, 9 Digit Zip Code, Country	
Congressional District:	

3. FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Applicable to Subcontracts which have an anticipated value in excess of \$150,000)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that –
 - (i) The offeror and/or any of its Principals –
 - (A) Are are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal Agency;
 - (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and;

- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (D) Have have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officer; director; owner; partner; or, person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate notice to *NAVISTAR DEFENSE* if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by *NAVISTAR DEFENSE* may render the Offeror's offer nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government and to *NAVISTAR DEFENSE*, *NAVISTAR DEFENSE* may terminate the contract resulting from this solicitation for default.

4. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012)

(a)

(1) The North American Industry Classification System (NAICS) Code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it is, is not a small business concern.

- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a women-owned small business concern.

- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Offeror shall enter the names of each of the HUBZone small business concerns participating HUBZone joint venture: _____.]
Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The Offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern”, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern –

- (i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (ii) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern –

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small,

economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall –

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

5. FAR 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
(check all items that apply to your company in the spaces provided)

The Offeror represents that—

- (A) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (B) It has, has not filed all required compliance reports; and
- (C) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

6. FAR 52.222-25 -AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
(check all items that apply to your company in the spaces provided)

The Offeror certifies that—

- (A) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 602), or
- (B) it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

7. ANTI-CORRUPTION COMPLIANCE.

Offeror represents and warrants to NAVISTAR DEFENSE, and its parent, subsidiaries and affiliates, that:

(a) Offeror is familiar with the terms and provisions of and agrees to comply with the U.S. Foreign Corrupt Practices Act (the "FCPA"), 15 U.S.C. §§ 78 dd-1, et seq., the United Kingdom's Bribery Act ("UK Bribery Act") and any applicable international and local country anti-bribery and anti-corruption laws and regulations (the FCPA, the UK Bribery Act and such applicable international and local country laws and rules are individually and collectively referred to as "Anti-Corruption Laws") and the purposes of such Anti-Corruption Laws; and,

(b) Offeror will conduct its business operations in accordance with all applicable Anti-Corruption Laws and has not and will not offer, authorize, pay, attempt to pay or give anything of value, either directly or indirectly, to an official of a non-U.S. government or a public international organization, or any other person of similar authority for the purpose of (i) influencing any act or decision by that person in his/her official capacity, (ii) inducing that person to do or omit any act in violation of his/her official capacity, (iii) inducing that person to influence an act or decision of the governmental or international organization in order to obtain or retain business for, or direct business to, any person, or (iv) to secure any improper advantage; and,

(c) Neither Offeror nor any of its employees, representatives and/or agents is an official, officer, employee, or representative of any public international organization, government or political party or a candidate for political office and no government entity or ultimate purchaser has or will have a beneficial interest in Offeror's business; and,

(d) Offeror acknowledges that Navistar's corporate policy prohibits payments made to induce a government official to perform a routine duty or service, commonly referred to as "facilitating payments" and Offeror agrees that no such payments will be made or offered by Offeror to carry out any obligations under any resulting Order. Offeror agrees that it will put into place for Navistar and all related companies, policies, procedures and guidelines with respect to all applicable Anti-Corruption Laws and will provide compliance and anti-corruption training to its employees and representatives as well as employees and representatives of all related companies on an as-needed basis; and,

(e) Offeror acknowledges that all payments to Offeror under any resulting Order shall be made by check or wire transfer to accounts with a recognized banking institution that are owned and controlled by Offeror, and that none shall be made by cash or other negotiable instrument. Offeror shall keep accurate books and records and shall preserve all books, records, data and evidence of procedures and policies relating to Offeror's compliance with the foregoing and shall make all books and records relating to transactions pursuant to any resulting Order available for examination and audit at reasonable times as necessary to ensure compliance with any Anti-Corruption Laws. Offeror further agrees that any failure by Offeror to comply with the terms of this paragraph shall give NAVISTAR DEFENSE the immediate right to terminate any resulting Subcontract upon notice to Offeror without further payment or obligation of NAVISTAR DEFENSE to Offeror following or as a result of such termination.

The Offeror acknowledges and certifies compliance with the foregoing.

8. HUMAN TRAFFICKING CERTIFICATION

Supplier hereby certifies:

- 1) Its policies and practices prohibit engaging in the trafficking of persons, the use of forced labor, or the procuring of commercial sex acts in the country or countries in which it conducts business; and
- 2) It is in compliance with FAR 52.222-50 and Executive Order 13627 dated September 25,2012; and the proposed FAR and DFARS amendments strengthening protections against trafficking in persons available at 78 FR 59312 and 78 FR 59325, respectively; and
- 3) If applicable, it has the compliance plan referred to in Executive Order 13627, Sec. 2 (a)(2)(A) in place to prevent the trafficking-related activities described in section 106(g) of the Trafficking Victims Protection Act and Executive Order 13627; and
- 4) Either, to the best of its knowledge and belief, neither it nor any of its subcontractors has engaged in any such activities; or, if abuses have been found, the supplier or subcontractor has taken the appropriate remedial and referral actions.
- 5) The Offeror acknowledges and certifies compliance with the foregoing.

9. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) COMPLIANCE CERTIFICATION

As a potential vendor or subcontractor to NAVISTAR DEFENSE, Offeror hereby acknowledges that information exchanged between Navistar Defense and Offeror may include the use of, or access to, Technical Data (as defined in 22 CFR 120.10) that is subject to export controls under 22 CFR 120-130 (International Traffic in Arms Regulations) and its successor and supplemental laws and regulations.

Part I - Before entering into technical discussions, or otherwise transferring Technical Data to Offeror, Navistar Defense requires the following certifications. Therefore, by submittal of its proposal and/or execution of these Representations and Certifications, Offeror hereby certifies:

- (1) it meets the definition of a “corporate” U.S. Person as defined at 22 CFR Parts 120.14 and 120.15, (See below);
- (2) its representative(s) dealing directly with NAVISTAR DEFENSE meet the definition of a “natural” U.S. Person as defined at 22 CFR Parts 120.14 and 120.15, (See below);
- (3) it will not disclose, or otherwise provide access to, NAVISTAR DEFENSE to a Foreign Person (as defined at 22 CFR Part 120.16) including but not limited to employees, contractors, consultants, business partners, subcontractors or vendors, without prior U.S. Government approval; (4) it will be responsible for ensuring that all U.S. Government export control requirements will be conveyed to all sub-tier suppliers or subcontractors that will be provided access to NAVISTAR DEFENSE; Technical Data;

Offeror further represents and agrees:

- (1) to immediately notify NAVISTAR DEFENSE if Offeror is acquired by a foreign entity or becomes otherwise owned or controlled by a foreign entity;

(2) to immediately notify NAVISTAR DEFENSE of any changes in status affecting Offeror's standing with the U.S.

Government with regard to restrictions of its export privileges and/or any suspension or debarment actions.

Part II - Export Control Markings:

Any Technical Data supplied by NAVISTAR DEFENSE that is subject to ITAR will bear one of the following marking:

This document and reference item are controlled under the U.S. International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and may not be exported or transferred to anyone who is not a citizen or permanent resident of the United States (even if such Foreign Person is working for a U.S. company) without prior written approval from the U.S. Department of State. Violations may result in administrative, civil, or criminal penalties.

This document contains Technical Data controlled by the International Traffic in Arms Regulations at 22 CFR 120-130. Recipient is responsible for compliance with U.S. export laws and regulations.

Any Technical Data supplied by NAVISTAR DEFENSE to foreign Offerors that is subject to the ITAR export control will bear one of the following marking:

This document contains Technical Data as defined at 22 CFR 120.10 and is exported under the authority of [LICENSE/AGREEMENT NUMBER] to [Offeror] in [COUNTRY]. Recipient is responsible for compliance with U.S. export laws and regulations.

This document contains technical data, the use of which is restricted by the U.S. Arms Export Control Act. This data has been provided in accordance with, and is subject to, the limitations specified in §126.5 of the International Traffic In Arms Regulations (ITAR). By accepting this data, the consignee agrees to honor the requirements of the ITAR.

Part III - Registration as a Defense Manufacturer/Exporter:

Section 122.1(a) of the ITAR requires that any person who engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services is required to register with the Office of Defense Trade Controls. Manufacturers who do not engage in exporting must nevertheless register.

Please indicate the following information with regard to your company:

- Offeror is registered with DDTC.
- Offeror is not registered with DDTC.
- Offeror is exempt from registration with DDTC for the following reason:
 - 122.1(b)(1) Officers and employees of the United States Government acting in an official capacity;
 - 122.1(b)(2) Persons whose pertinent business activity is confined to the production of unclassified technical data only;
 - 122.1(b)(3) Persons all of whose manufacturing and export activities are licensed under the Atomic Energy Act of 1954, as amended;

122.1(b)(4) Persons who engage only in the fabrication of articles for experimental or scientific purpose, including research and development.

Additionally, the following individuals are U.S. Persons who are authorized to access Navistar drawings via eSpec, Data eXchange, or other means electronic means (email, etc.):

Name	E-Mail Address	Telephone Number

Part IV - DEFINITIONS

22 CFR 120.10 - Technical data.

(a) Technical data means, for purposes of this subchapter:

(1) Information, other than software as defined in 22CFR 120.10(a)(4), which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles. This includes information in the form of blueprints, drawings, photographs, plans, instructions and documentation.

(2) Classified information relating to defense articles and defense services;

(3) Information covered by an invention secrecy order;

(4) Software as defined in 22CFR 121.8(f) of this subchapter directly related to defense articles;

5) This definition does not include information concerning general scientific, mathematical or engineering principles commonly taught in schools, colleges and universities or information in the public domain as defined in 22CFR 120.11. It also does not include basic marketing information on function or purpose or general system descriptions of defense articles.

22 CFR 120.14 - Person - Person means a natural person as well as a corporation, business association, partnership, society, trust, or any other entity, organization or group, including governmental entities. If a provision in this subchapter does not refer exclusively to a foreign person (22CFR 120.16) or U.S. person (22CFR 120.15), then it refers to both.

22 CFR 120.15 - U.S. Person - U.S. person means a person (as defined in section 120.14 of this part) who is lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the United States. It also includes any governmental (federal, state or local) entity. It does not include any foreign person as defined in 22CFR 120.16.

22 CFR 120.16 - Foreign Person - Foreign persons means any natural person who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the

United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

END OF DOCUMENT