

**Overarching Partnering Agreement Between  
Team C4IEW&S and GTE Government Systems Corporation**

1. On December 10, 1997 we, the senior leadership of Team C4IEW&S and the GTE Government Systems Corporation (GSC), are firmly committed to the utilization of the Partnering process in the performance and administration of each of our future contractual endeavors.
2. We will serve as the champions for the establishment of positive and proactive relationships between our organizations based upon mutual trust and respect, a "win-win" philosophy and partnership for the future and dedicated to the accomplishment of mutually beneficial goals and objectives (i.e., the delivery of the highest quality products and services, on or ahead of schedule, at a reasonable price).
3. We are committed to the highest ethical and professional standards and the creation of a mutually supportive team-based environment. We believe that our commitment to Partnering will promote synergy, pride in performance, and quality workmanship leading to showcase projects and outstanding contract performance.
4. Our overriding objective shall always be providing America's warfighters with the most technologically advanced and highest quality supplies and services in a timely manner in order to promote the swift, safe and successful accomplishment of their missions.
5. All contracts between Team C4IEW&S and GSC awarded subsequent to the execution of this Agreement will include an individually designed and tailored Partnering Agreement based upon open, effective and continuous communication and dedicated to successful contract performance, the establishment of a true team spirit, the timely resolution/avoidance of problems, and continuous product and process improvement.
6. Immediately after the award of a contract, each of these Government/Contractor Teams will work together to identify and mutually agree upon the particular program's mission, goals and objectives; all potential obstacles to the timely and effective completion of the contract (i.e., "Rocks in the Road"); the establishment of a tiered conflict avoidance/resolution process; and milestones for assessing, on a periodic basis, the Team's success in overcoming these hurdles and successfully accomplishing the program's objectives. Existing contracts between Team C4IEW&S and GSC will each be reviewed to determine the feasibility and potential benefit of incorporating a Partnering Agreement during contract performance.
7. Although we anticipate the development of a tiered conflict avoidance/resolution process, we agree to empower our employees to jointly and expeditiously resolve all problems at the lowest possible level.

8. We agree to consider use of Alternative Dispute Resolution techniques to the greatest extent possible in order to facilitate the timely resolution of disputes and reduce the necessity for litigation.

9. It is recognized that notwithstanding the objectives of this Agreement, it shall not be used as a vehicle for the dissemination or exchange of any competition sensitive, source selection or proprietary information or for the premature or unilateral release of acquisition-related information prior to its publication to industry in general.

10. Neither this Overarching Partnering Agreement nor any Partnering Agreement(s) entered into between Team C4IEW&S and GSC shall be used to alter, supplement, or deviate from the terms of the contract(s). Any changes to the contract(s) must be ordered in writing by the Contracting Officer in accordance with and as provided under the terms of the contract.

11. Team C4IEW&S and GSC will share the costs associated with the implementation of the Partnering process as set forth in the individual Partnering Agreements executed pursuant to this Agreement.

12. We agree to discuss the status of Partnering initiatives between Team C4IEW&S and GSC on a quarterly basis, commencing in April 1998, in order to reinforce the Partnering commitment, share and build upon significant accomplishments, and identify and eliminate any perceived barriers to future success.

13. This Agreement does not waive or obviate any legal or equitable right or remedy or create any legally enforceable duties.

Armen Der Marderosian  
Senior Vice President  
Technology and Systems  
GTE Corporation

GERARD P. BROHM  
Major General, USA  
Commanding  
U. S. Army Communications-Electronics  
Command and Fort Monmouth

DAVID R. GUST  
Major General, USA  
Program Executive Officer  
Intelligence, Electronic Warfare  
and Sensors

STEVEN W. BOUTELLE  
Brigadier General, USA  
Program Executive Officer  
Command, Control and Communications  
Systems